COLLECTIVE BARGAINING AGREEMENT

between

Service Employees International Union Local 49

&

McKenzie Willamette Medical Center

September 1, 2019 to August 31, 2021
McKenzie Willamette SEIU Members,

This is our new union contract for 9/1/2019-8/31/2020, it lays out our rights and benefits as union members. Nothing in this contract was given to us, we worked hard and showed we were ready to take action for a fair deal. We overwhelmingly voted to strike if management did not meet our needs, and in the end we won a contract we can be proud of, with numerous improvements and the biggest across the board raises in over a decade. Our union is only as strong as our engagement and activism, by becoming involved in the union, you can help to enforce this contract and win other improvements in the future and we invite you to get involved.

Our contract makes a number of key improvements:

**Competitive Wages:** We won 3% a year across the board raises, the biggest raises in recent memory. We also won additional market adjustments for our lowest paid members, housekeepers, dietary employees, CNAs and Unit Service Coordinators all won an additional 3 or 4% raise. That is on top of an agreement to better value past experience when assigning starting wages, and of course we still get 3% anniversary raises for steps 1-8 and 3.5% anniversary raises between steps 9-15. Members will see overall raises of 6-16%, with most members getting a 12% wage increase over two years.

**A Stronger Voice In Staffing:** We increased the CNA representation on the nurse staffing committee and we doubled the number of union members on the Labor Management Communication Committee to 8. The committee is charged with addressing staffing issues and other concerns.

**Many other improvements:** Quicker response to leave requests, stronger non-discrimination language, the ability to donate PTO to co-workers in need and enhanced union rights to use bulletin boards and to union leave are just a few of the other improvements we won in this contract.

Take a look at what is in this contract and the many rights you have as a union member. If you have questions or need assistance, contact a shop steward. By standing up for a fair contract we won major improvements, by getting involved you can make our union even stronger so that we can keep making McKenzie Willamette Medical Center the best place possible to work and receive care.

Your elected SEIU Bargaining Team,

______________________________  ______________________________
Aaron Green-Recovery Room      Vern DuWell-DI

______________________________  ______________________________
Michael Galaviz-Pharmacy        Krystle Green-Short Stay

______________________________  ______________________________
Kayla Espy-Linnen               Xavier Reyes-OR

______________________________  ______________________________
Nicole Minyard-RT               Alejandra Garcia-ER
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AGREEMENT

This Agreement shall become effective on September 1, 2019 and shall remain in effect until 11:59 pm on August 31, 2021, and from year to year thereafter; provided, however, that either party upon no less than ninety (90) calendar days written notice to the other part, prior to July 31, 2019 or July 31st of any subsequent year, may notify the other party of its desire to amend or terminate this Agreement upon the expiration of its current term. If such notice to amend or terminate is timely served, negotiations shall commence between the parties within fifteen (15) days after receipt thereof. Request to amend shall be submitted with the notification.

WITNESSETH TO:

That the parties hereto have agreed as follows:

ARTICLE 1 - PURPOSE OF AGREEMENT

It is the intent and purpose of the parties to set forth in this Agreement, rates of pay, hours of work and conditions of employment to be observed between the parties. A listing of these positions can be found in Appendix C. Nothing in this Agreement shall prevent the Hospital from continuing the long-standing practice of utilizing non-bargaining unit personnel in bargaining unit work unless it would cause a bargaining unit employee to lose regularly scheduled hours of work.

ARTICLE 2 - DISCRIMINATION/CONFIDENTIALITY

1. Discrimination - The Hospital and the Union agree that each will fully comply with applicable laws, regulations, and hospital policies regarding discrimination and will not discriminate against any employee or applicant for employment, on the basis of, race, color, national origin, religious affiliation, sex, age, marital status, sexual orientation, disability, gender identity or expression, genetic information or any other protected class status in accordance with applicable federal, state and local laws. There shall be no distinction between the wages paid men and the wages paid women for the performance of comparable quantity and quality of work on the same or similar jobs.

2. Confidentiality - MWMC and its employees are in possession of and have access to a broad variety of confidential, sensitive and proprietary information, the inappropriate release of which could be injurious to individuals, MWMC business partners and MWMC itself. Every MWMC employee has an obligation to actively protect and safeguard confidential, sensitive and proprietary information in a manner designed to prevent the unauthorized disclosure and use of that information and in accordance with all applicable federal and state laws and regulations.

ARTICLE 3 - JOINT OBLIGATIONS

1. The Hospital's obligations as a health care facility are recognized. Nothing in the Agreement is intended to limit the Hospital in determinations of matters pertaining to patient care or equipment and processes to be used for the efficient utilization of human resources so long as appropriate wage rates are paid.
2. During the term of this Agreement, the Hospital, its employees and the Union, agree to work in concert toward the common objective of finding and implementing ways of reducing the acceleration of increases in the costs of health care services to members of the community.

3. Employee/Management Cooperation–Communication Committee - The Employer and Union agree to establish a Communication Committee to provide both management representatives and employees an opportunity to discuss issues of mutual concern.

Meetings shall generally be held at least quarterly unless mutually agreed to by the parties. A maximum of eight (8) bargaining unit committee members will be paid up to ninety (90) minutes for attendance at scheduled meetings. A maximum of one (1) employee per department shall be in attendance at such meetings.

It is not the intent of the parties that the committee considers issues that should more appropriately be reviewed by the grievance procedure. Trends and issues that appear to lead to grievance are appropriate discussion items. The committee functions in an advisory capacity only and will not constitute Collective Bargaining. Committee recommendations will be forwarded to the appropriate parties. The hospital has sole discretion to accept Committee recommendation. An analysis of the perceived value of the committee will be ongoing.

4. Staffing - The Union and the Hospital recognize the importance of safe working conditions for employees and of adequate staffing in all departments for the provision of quality care. The issues of staffing shall be referred to the Employee/Management Cooperation-Communication Committee. The Hospital also encourages employees to participate in their Department Staff meetings and their Unit Practice Committees.

   a. **Union representation.** The union shall appoint at least two (2) members to be representatives on the nurse staffing committee subject to the condition subsequent that the appointment of the second (2nd) member is approved by the Hospital Nurse Staffing Committee.

   b. **Pay and Release.** Time spent doing Nurse Staffing Committee work shall be compensated at their regular rate of pay. Employees scheduled to work during the meeting will be released to attend the meeting.

**ARTICLE 4 - RECOGNITION AND UNION SECURITY**

1. The Hospital recognizes the Union as the exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of work, and working conditions.

2. Membership in or fair share payments to the Union is voluntary for employees hired on or before July 9, 2007.

However, once an employee joins the Union, the employee must as a condition of employment, maintain membership in the Union for the duration of this Agreement.
All employees hired on or after July 10th, 2007 or any non-bargaining unit employees who transfer or promote into a bargaining unit position on or after July 10th, 2007 shall become members of the Union or make fair share payments to the Union as a condition of employment after thirty-one (31) calendar days of beginning their employment. All bargaining unit employees must maintain membership in good standing or make monthly fair share payments for the duration of the collective bargaining agreement.

Steward’s Rights - A steward will be allowed thirty (30) minutes to educate new employees about the Union at all new employee orientations. Hospital will provide an annual calendar of new employee orientation dates to the Union in December of the preceding year.

The employer shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation and no later than one (1) day before the orientation. The employer and the Union agree that for the life of this agreement, the employer will be absent from the room during the new employee orientation.

3. For the duration of this Agreement, the Hospital shall deduct from each employee’s wages, initiation fees, monthly Union dues, fair share payments, and COPE deductions, as specified by the Union; provided that the employee has signed a written assignment and authorization which has been received by the Hospital. Such assignment and authorization shall be effective at the time it is signed by the employee, and it shall remain in accordance with the conditions specified on the Union authorization form.

Employees who exercise their right of non-association, based on a bona fide religious tenets 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, MWMC 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.

The parties acknowledge and agree that the term “written 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, obtain authorization from employees for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and obtain authorization from employees for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. Provided the records comply with applicable law, the employer shall accept such electronic records from the Union and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

4. The following general conditions will be applicable:

A. The Hospital will provide the Union an electronic list in a format the Hospital can provide such as MS Excel by the eighteenth (18th) of each month of all the new employees hired for the period between the sixteenth (16th) of the prior month through the fifteenth (15th) of the current month, a list of terminated employees and a list of employees who have transferred out of the bargaining unit. This monthly electronic transmission shall also contain a list all bargaining unit
employees with name, employee identification or social security number or other mutually agreeable unique identifying number, monthly dues, fair share and COPE deduction amounts, and gross monthly wages with overtime excluded from the prior month. The Union recognizes the confidential nature of all represented employees’ social security numbers and agrees to maintain reasonable safeguards to preserve the confidentiality of these numbers. In addition, the Hospital will supply the Union a monthly electronic list of bargaining unit employees’ names, mutually agreeable unique identifying number, home and mailing addresses, department names and codes to which each employee is assigned, job classifications and codes for each employee, hire dates, birth dates, rates of pay, employee status, hours of work in the preceding month, including straight-time overtime, and call-in time. By December 18th of each year, the Union and the Hospital shall establish a mutually agreeable calendar for the following year with billing due dates and file transmission dates.

B. By the twenty-fifth (25th) of each month, the President of the local Union will provide the Hospital with a list of employees indicating the monthly dues and initiation fees. The Union, upon request will also provide the Hospital with a copy of the membership and COPE check-off authorization.

C. Deductions for initiation fees and dues will be made from the employees’ pay checks each pay day not to exceed two (2) pay days per month and submitted to the Union office no later than seven (7) calendar days after the same is deducted.

5. The Union shall indemnify the Hospital and save it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Hospital for the purpose of complying with the provisions of Article 4, or in reliance upon any assignment and authorization form (including but not limited to any electronic record and any electronic signature encompassed by Article 4, Section 3), list or information which shall have been furnished to the Hospital under such provisions.

6. When new employees are hired who are subject to the Agreement, the Hospital shall deliver to such employees a written notice stating that the Hospital recognizes the Union as the collective bargaining agent for the employees covered by the Agreement, and quoting or paraphrasing the provisions of Article 4 of the Agreement. A representative of the Union shall be given thirty (30) minutes with each new employee orientation class for the purpose of discussing the benefits of membership in the Union. The employees will be given thirty (30) calendar days from the date of hire to declare in writing their preference for membership or fair share.

7. Union Stewards - The Union shall notify the Employer of the names of all Union Stewards.

Except as outlined in this agreement and for the direct representational time, such as steps in the grievance procedure, no employee shall engage in Union business during working hours.
From time to time, issues of mutual concern will arise which may require discussions/meetings between a bargaining unit representative and a member and/or a management representative. Such discussions when practicable shall be held during regular working hours on the Employer’s premises and without loss of pay to participating employees. Prior to the discussions/meetings, the bargaining unit representative will request approval from the supervisor(s) of the work area(s) as far as in advance as possible; however, approval will not be capriciously denied.

Stewards will conduct investigation activities away from public areas and immediate work unit.

ARTICLE 5 - ACCESS OF UNION REPRESENTATIVES

Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the Hospital for the purpose of transacting Union business and observing conditions under which employees are employed; provided, however, that no interference with the work of employees shall result and such right of entry shall at all times be subject to general rules applicable to non-employees, including but not limited to those relating to patient privacy, and includes reporting to the Human Resources Director or designee. The Union Representative shall pre-schedule visits to the Hospital as often as reasonably possible. When on hospital premises, the Union Representative shall wear an identification badge with name, title and picture on it. Concerns about access raised by management will be addressed by the union in a timely manner.

ARTICLE 6 - JURISDICTION BY UNION

The Union agrees that in the event of any Union jurisdictional dispute develops with respect to any work or classification of employment covered hereby, such dispute shall be settled between the Unions in accordance with their established practices without permitting the same to interfere in any way with the progress and prosecution of the work hereunder. Pending the settlement of any such dispute, the work shall continue on the same basis as it was being performed at the time the jurisdictional dispute arose.

ARTICLE 7 – NO STRIKE/NO LOCKOUT

1. During the life of this Agreement including any extension hereof, the Union, for and on behalf of its officers, agents and the employees covered by this Agreement, agrees and promises that neither it nor they (officers, agents and the employees covered by this Agreement) will directly or indirectly authorize, cause, encourage, assist, condone, sanction or participate in any way in any strike, including but not limited to any sympathy strike, stoppage, interruption or delay of work or boycott, and/or picketing whether such activity would be of a primary or secondary nature.

2. The Hospital agrees that it will not engage in a lockout, as defined herein, of bargaining unit employees during the period of this Agreement. A lockout is hereby defined under this Agreement to mean the withholding of work from bargaining unit employees by the Employer in order to obtain concessions from them and the Union with respect to their wages, hours, or working conditions. A layoff, reduction in force (including downsizing or
rightsizing), temporary or permanent closing of any facility, department or unit, or discontinuance of any Hospital functions or operations by the Hospital because it determined that it is, for any reason, in its best interests shall not be defined as lockout.

3. The Hospital shall have the right to discipline, up to and including termination of employment, for employees who engage in any conduct in violation of this Article.

4. The Hospital shall be entitled to seek an injunction for any alleged violation of this Article.

5. Should a strike, as defined in Section 1, above, occur, the Union immediately upon learning of the strike, shall:

   a. Notify the Hospital, in writing that such conduct and/or activities by the employees or others has not been called or sanctioned by the Union, with a copy of such notification posted on all of the Union’s bulletin boards;

   b. Notify the employees in writing, and, whenever possible orally, both individually and by posting notices at appropriate locations, including at the Union’s local office, of its disapproval and disavowal of such conduct and action(s), and simultaneously instruct such employees that they must immediately:

      1. Cease and desist from any and all prohibited conduct and action(s); and
      2. Offer in writing to the Hospital to return to work immediately or face dismissal;

6. The Hospital has the right to file a grievance under Article 9 - Grievance Procedure with the Union for any conduct or actions that violate this Article.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

1. Just Cause - No employee who has successfully completed the probationary period shall be discharged or subject to disciplinary action without just cause. Except in situations justifying immediate discharge, it is recognized that the Hospital employs a system of progressive discipline in the counseling and constructive discipline of employees.

2. An employee desiring an appeal for disciplinary action or discharge must file a grievance with the Hospital within fourteen (14) calendar days. Any protest filed in accordance with the foregoing shall be subject to the grievance and arbitration provisions of this Agreement.

3. Removal of Disciplines - Upon request by the employee, written disciplinary notices, including warnings, reprimands and suspensions will be removed from the employee’s personnel file after eighteen (18) months if there have been no further disciplinary occurrences during that 18-month period. Disciplinary actions for the following conduct will remain in the employee’s personnel file, but will not be considered as part of further disciplinary action after thirty six (36) months with no repeat occurrences; (1) violation of the Employer’s non-discrimination policies, including sexual harassment; (2) conduct threatening or endangering patient safety; (3) assault/violence against another person; (4)
theft or falsifying records; (5) unlawful breach of confidentiality or other privacy violations; or (6) violation of the Employer's substance free workplace policy.

4. At the time an employee is discharged, but in no event later than forty-eight (48) hours thereafter, he/she shall be provided with the specific reasons for the discharge from the Hospital, in writing. However, failure to meet this time limit shall not be the basis for overturning the discharge. If a department manager has overlooked the above time limit, he/she shall immediately respond to a request for the reasons in writing.

ARTICLE 9 - GRIEVANCE PROCEDURE

1. Definition - A “grievance” shall consist of any dispute between the Union or employee and the Hospital arising out of his/her employment involving the interpretation or application of any one or more provisions of this Agreement. If a resolution cannot be met, then the union and the hospital will meet to resolve the grievance as expediently as possible.

Recognizing that many complaints and misunderstandings may be resolved short of becoming grievances, it is agreed that both the Union and the Hospital shall encourage employees and management to first discuss any complaint or misunderstanding within the employee's specific departments in keeping with the Hospital's conflict resolution policy.

2. It is agreed that, should any dispute arise between the Employer, Represented Employee or the Union as to the true interpretation or application of this Agreement. The following successive steps will be used: (Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.)

Step 1 - Within ten (10) calendar days after the first occurrence of a situation or the employee’s first knowledge of the situation, condition, or action giving rise to the alleged grievance, the employee(s) affected or the Union representative may present the grievance to his/her supervisor in writing on the appropriate form with a copy being sent to the Vice President of Human Resources. The grievance must state the employee's name and Article in question.

Step 2 - If the grievance is not satisfactorily resolved within ten (10) calendar days after presentation to the supervisor, it shall be reduced to writing and submitted to the department manager and a copy sent to Vice President of Human Resources. Such written grievance shall specify the provisions of the Agreement allegedly violated and the specific remedy requested.

Step 3 - If the grievance has not been satisfactorily resolved by the department manager within ten (10) calendar days, it shall be presented to the Vice President of Human Resources or designee. The Vice President of Human Resources or designee shall respond in writing within fourteen (14) calendar days after receipt of the grievance.

Step 4 - Within fourteen (14) calendar days after presentation at this level, the Hospital and the Union shall agree upon an arbitrator from a panel of five (5) arbitrators furnished
by the Federal Mediation and Conciliation Service. The arbitrator shall render a decision as promptly as possible, and in any event, within thirty (30) calendar days from date of case presentation. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to change, alter, detract from, or add to, the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator’s fee and expenses shall be borne equally by both parties.

ARTICLE 10 - UNION NOTICES

1. The Union shall be privileged to post notices of Union meetings and business outside the entrance of the cafeteria on the Hospital’s bulletin board and on a designated union bulletin board in each work unit. The specially designated Union bulletin board will be locked and keys will be made available for the Steward Council.

2. The Hospital agrees that, insofar as the availability of a conference room, auditorium, or other suitable meeting room does not hinder the normal operation of the Hospital, such room may be used to conduct meetings of bargaining unit employees. The Union agrees that requests for use of such meeting rooms shall first be scheduled through the Human Resources Director or designee.

ARTICLE 11 - SUB-CONTRACTING

1. Where a decision to sub-contract is made by the Hospital, and such decision is based in whole or in part on labor costs, it agrees to bargain its decision and the effects, if any, on bargaining unit members. Before sub-contracting work, the Hospital shall notify the Union at least sixty (60) days prior to such sub-contracting and, upon request, meet with the Union. In cases of sub-contracting that are not, in whole or in part based on labor costs, the Hospital will nevertheless agree to bargain over the effects of subcontracting out.

2. An employee, whose position is sub-contracted out, shall have the following rights and options:

   A. The employee may apply for an open position at the Hospital for which the employee is qualified or may become reasonably qualified. The employee shall be given the position over other candidates whose positions were unaffected by the sub-contract. This shall be effective during the employee’s employment. When the employee is selected for an open position, the employee shall not suffer a reduction of pay or benefits;

   B. The employee may apply for tuition reimbursement in accordance with Article 34- Education, during employment and for a period of six (6) months after the employee has been involuntarily terminated due to sub-contracting;

   C. The Hospital agrees to require the sub-contractor to give preferential treatment for an open position, during its initial hiring process, to any employee involuntary
terminated due to sub-contracting; and,

D. If the employee is unable to exercise rights under this sub-contracting provision, the employee shall be afforded all layoff and recall rights as specified in Article 16- Seniority

E. The Hospital agrees to discuss alternatives to involuntary job losses due to sub-contracting.

The Hospital shall make reasonable efforts to mitigate involuntary job loss through attrition and transfers.

ARTICLE 12 - SAVINGS CLAUSE

It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by the courts or the proper governmental agency to be in contravention to any state or federal law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. Both parties agree to construe any provision held to be contrary to the law as closely to its bargained-for purpose permissible by law; and to agree on a revised provision that as closely as legally possible mirrors the purpose of such invalidated provision. If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

ARTICLE 13 - SUCCESSORS

Successors and Assigns - This Agreement shall be binding upon both parties, their successors or assigns. In the event of sale or transfer of the Hospital, or any part thereof, the purchaser or the transferee shall be bound by this Agreement.

ARTICLE 14 - MANAGEMENT RIGHTS

Except for those specific modifications to rights made by the terms of this Agreement, the Employer retains all rights to direct and control the affairs of the Hospital in all particulars, to exercise sole and exclusive discretion and take unilateral action on all matters, which shall include but not be limited to the following:

A. The types of health care and community service provided by the Hospital.

B. The size and location of the Hospital, the number of specific units, and changes therein.

C. The means of providing health care services as required by state licensure, federal regulations, standards of care, the practice of the Medical Staff, and the welfare of the patients.

D. Technological change. If the Hospital determines that changes in technology may result in lay off situations, the Union shall be given an opportunity to discuss the impact and offer alternatives.
E. The overall organization of Hospital activities.
F. Control of the quality of services.
G. Acquisition, design and control of Hospital property.
H. The safety of patients, personnel and the protection of property.
I. Charges for services and other relationships between patients and the Administration or governing board of the Hospital.
J. Determination that a period of emergency exists in the Hospital.
K. The designation of supervisory employees as agents of Hospital management and the delegation of authority to them.
L. Selection of qualified employees for hire, scheduling, promotion, demotion, laying off, transfer, discipline, and discharge for just cause. Any employee who feels that he/she has been improperly disciplined shall have the right to grieve the action taken.
M. To establish, change, modify, interpret or abolish the Employer’s policies and procedures.
N. To lay off employees.
O. To authorize work to be performed by any outside person or entity as selected by the Employer. Subcontracting of work will be subject to the terms of Article 11 of this agreement.
P. To evaluate the performance and competency of employees in their assigned work. To increase or change the content, substance or methodology of any work assignment. Before the hospital exercises its rights under this sub paragraph P, the hospital shall provide the union with notice and opportunity to bargain over the effects of its decision.
Q. To reward and pay employees; and to determine working schedules, including allocation of and requirement of overtime. Before the hospital exercises its rights under this sub paragraph Q, the hospital shall provide the union with notice and opportunity to bargain over the effects of its decision.

The Employer’s failure to exercise any right, prerogative or function hereby reserved to it, or the Employer’s exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer’s right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement. Nothing in this article shall be construed as a waiver of the parties’ rights and obligations to negotiate changes to past practices regarding mandatory subjects of bargaining.
ARTICLE 15 - TYPES OF EMPLOYEES

Overtime, benefits, seniority, schedules and other contract terms shall be addressed in appropriate Articles of the contract.

1. Probationary Employees – Full-time employees shall be considered probationary employees during the first one hundred and fifty (150) calendar days of work. Part-time employees shall be considered probationary employees during the first one hundred and eighty (180) calendar days of work. Short-hour and resource employees shall be considered probationary employees during the first 520 hours of work, but not to exceed nine (9) months. During this probationary period, employees may be discharged without recourse to the grievance procedure. For the purpose of this Article, employees on a four and two (4 and 2) schedule are considered full-time employees.

2. Regular Employees - A Regular Employee is one who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per workweek. An employee designated as a Regular Employee shall accumulate and receive all fringe benefits as provided in this Agreement when he/she becomes, and so long as he/she remains a Regular Employee.

Types of Regular Employees:

A. Full-Time - A regular Full-time employee is one who is regularly employed to work a predetermined work schedule of thirty-six to forty (36-40) hours per week.

B. Part-Time - A regular Part-time employee is one who is regularly employed to work a predetermined work schedule of twenty to thirty-five (20-35) hours per week. For certain positions patterns of days may vary each month on the basis of unit or department need.

3. Any Employee who changes to a status that disqualifies them from receiving benefits shall continue to maintain past accumulated sick leave benefits, vested pension benefits, and accrued earned leave benefits to be used per hospital policy and at the discretion of the employee.

4. Short-Hour - A Short-Hour Employee is one who is regularly scheduled to work a predetermined work schedule of less than twenty (20) hours per workweek.

5. Temporary - A Temporary Employee is one who is hired as an interim replacement, or for temporary work on a predetermined work schedule, which does not extend beyond three (3) calendar months. This time period may be extended by mutual agreement by the parties on a case-by-case basis by no more than three (3) additional months.

6. Resource - A Resource Employee is one who is employed to work on an intermittent basis without a predetermined work schedule. Resource staff are required as a condition of continuing employment to agree to be scheduled a minimum of six (6) "shifts" of at least 8 hours per shift each month, two (2) of which shall be weekend shifts, where there is a staffing need for their department. Individual departments may adjust the minimum requirements to four (4) 8-hour shifts per month if a specific skill is needed.
Step one in the scheduling process is that resource staff submits availability to work shifts in a given month. Step two is the Hospital establishes the monthly schedule for resource staff. Step three is the Hospital fills any holes in the monthly schedule in the inverse order of seniority in chronological order. Holes in the schedule in the following months shall continue to be filled based upon the inverse order of seniority until the seniority list is exhausted at which point the process is repeated. Employees may switch shifts with other employees with Hospital approval. Seniority for the purpose of this article is defined as job class seniority within the resource pool of the department.

Resource employees will not be eligible to receive premium pay for any shifts worked unless they have prescheduled their minimum of six (6) shifts per month, two (2) of which shall be weekend shifts, where there is a staffing need for their department. In addition, resource employees who have completed six (6) shifts, whether prescheduled or not, will be eligible to receive premium pay.

Resource staff will be scheduled to work Thanksgiving, Christmas and New Year’s Day on a rotating basis.

If a resource employee fails to meet the number of shifts for which he/she has made a commitment and/or fails to offer adequate availability to the Hospital for any period of two (2) consecutive months, that employee may be removed from the roster of active employees and their employment may be terminated at the hospital’s discretion.

Nursing Services Only:

Resource – a resource employee is one who is employed to work on an intermittent basis without a predetermined work schedule. Resource employees are required as a condition of continued employment to work or be scheduled to work a total of six (6) credits per month. Employees must pre-schedule as described in the scheduling process below, unless insufficient shifts are available during that time. This shall be accomplished in their primary unit(s) and on their primary shift where there is a documented staff need, if such opportunities are available. If such opportunities are not available, resource employees shall receive credit for shifts worked or scheduled in any unit for which they are qualified. Credits shall be earned in the following manner:

<table>
<thead>
<tr>
<th></th>
<th>4-Hour Shift</th>
<th>8-Hour Shift</th>
<th>12-Hour Shift</th>
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<tbody>
<tr>
<td>Weekdays</td>
<td>0.5</td>
<td>1</td>
<td>1.5</td>
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<tr>
<td>Standby</td>
<td>0.5</td>
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<tr>
<td>Night</td>
<td>1</td>
<td>2</td>
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</tr>
<tr>
<td>Weekend</td>
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<tr>
<td>Holiday</td>
<td>1.5</td>
<td>3</td>
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</table>

Nursing Services resource employees will not be eligible to receive premium pay for any shifts worked unless they have prescheduled the shifts equal to the required points required to meet their nursing services resource obligations. In addition, resource employees who have completed the shifts equal to the required points to meet their nursing services resource obligations, whether prescheduled or not, will be eligible to
receive premium pay.

If a Nursing Service resource employee fails to meet the number of equal to the required points for which he/she has made a commitment and/or fails to offer adequate availability to the Hospital for any period of two (2) consecutive months, that employee may be removed from the roster of active employees and their employment may be terminated at the hospital’s discretion.

The Hospital will not be arbitrary or capricious when assigning shifts to resource staff and will make reasonable efforts to accommodate education and family obligations.

A.
A Resource employee who averages twenty four (24) hours or more per week over a four (4) month period of time may exercise the option to request to be reclassified as a regular benefited employee at the lowest benefited FTE worked in any payroll period during the four (4) month period.

The following hours are not eligible in the calculation of time worked for reclassification purposes:
1. Hours worked during the employee’s probationary period
2. Hours worked under a temporary status of any type
3. Hours worked while covering a regular employee’s approved sick leave or leave of absence
4. Hours worked covering planned or unplanned absences such as illness and vacation
5. The first twenty one (21) days of coverage for any vacated position in that four (4) month period.
6. In-service education hours; or,
7. Hours voluntarily traded or added by the request of either another employee or resource employee

Requests for reclassification must be made in writing to Human Resources. Human Resources will periodically (no more frequently than quarterly) review the employees continued hours worked. If at any time the employee drops down to less than 24 hours/week average in the reviewed quarter, the employee will be notified and reclassified to a resource status with no less than thirty (30) days’ notice and will have to qualify again for benefits.

7. Utilization of Short-Hour or Resource Employees - The Hospital shall not utilize Short-Hour or Resource Employees in numbers greater than necessary to maintain adequate staffing levels during periods of high patient census and for relief of Regular Employees for reasons such as vacation and illness relief, and accommodating Regular Employees’ work schedules.

8. Resource, Short-Hour and Temporary Employee Differential - In lieu of eligibility for benefits, Short-Hour, Temporary, and Resource Employees shall receive a wage differential of ten percent (10%) of the rate provided for in Appendix A. Because these categories of employees (who receive 10% wage differential in lieu of benefits) are not eligible for any fringe benefits, in no event will there be any duplication of the 10% differential payment and accumulation of rights to fringe benefits.
ARTICLE 16 - SENIORITY

1. Job Class Seniority shall be defined by date of hire within the employee’s given job classification, and then hospital-wide seniority shall be defined by date of hire at the hospital. Seniority may be adjusted by Article 33 - Leave of Absence. Bargaining unit employees who are promoted to supervisory positions will maintain their previously accrued seniority but will not accrue additional seniority while in an unrepresented position. Seniority may only be used to bid on open positions. Except as otherwise provided, the principle of seniority shall govern for regular employees in the transfer, promotion, layoff, and recall of employees within the bargaining unit. Seniority shall be lost for the following reasons:

A. Discharge for just cause.

B. Voluntary resignation.

C. Layoff for a continued period of more than one (1) year. Failure to return to work after layoff within fourteen (14) calendar days when properly notified by the Employer by certified letter to the employee’s last address. It shall be the employee’s responsibility to keep current addresses on record with the Employer.

D. Absence in excess of one (1) year, except for industrial illness or mandatory military leave or otherwise provided by law.

2. Transfers/Promotions - Employees shall not be eligible for transfer from one position to another position for six (6) months from employment or transfer date unless approved by the employee’s current department manager. This restriction includes moving from one schedule to another in the same department for the same position. Vacancies in classifications covered by this Agreement shall be posted on the Intranet for seven (7) calendar days. Such vacancy announcement shall contain the qualifications for the job. Employees shall be entitled to submit internal applications for such jobs during the seven (7) calendar day period. Employees shall also be entitled to submit for other jobs, which may subsequently become vacant. The Hospital shall keep such requests on file for six (6) months and shall provide such information to supervisors in departments where such vacancies occur. An employee who has applied for and been granted a position shall be scheduled and transferred completely to this new position within forty-five (45) calendar days from such notification of acceptance.

In the cases of job bidding, if and when bargaining unit applicants are qualified to perform the work required, the principle of seniority shall be defined in order of job classification by date of hire within the classification, and then seniority hospital-wide. Except as defined below:

In departments where positions have been created or titles have been changed due to a change in reporting structures, additional skills, requirements or certifications, employees shall maintain department wide seniority for the purposes of Transfers/promotions or reorganizations and layoffs, so long as they are qualified to do the different job with no additional orientation or training beyond that given to a new
hire. (As an example, an RRT shall maintain department seniority for his or her time as a CRT as the duties remain the same and there was a change in requirements for registration some time ago.)

Qualified bargaining unit employees that apply internally within the initial seven (7) calendar day posting period, shall be hired over outside applicants provided that the bargaining unit member has neither a final warning issued in the previous twelve (12) months from the date of application nor a written warning in the previous six (6) months from date of application.

Where two (2) or more qualified employees have submitted a request for the same job or shift, seniority shall prevail, provided that no bargaining unit member who is applying has neither a final warning issued in the previous twelve (12) months from date of application nor a written warning issued in the previous six (6) months from the date of application making them ineligible for transfer.

Where two (2) or more qualified employees have submitted a request for the same job or shift, seniority shall prevail providing, in the judgment of the Hospital, merit and ability are approximately equal. The Hospital shall not be arbitrary or capricious in the exercise of this judgment.

**Seniority Tie Breaker.** If employees have the same seniority date, the following tie breaker will be used to determine the seniority order:

1. Birth Month (oldest to be the more senior)
2. When two (2) more employees have same Birth Month, then Birth Day will be used.

The Hospital shall respond to all employee applicants within ten (10) calendar days of the closing date of the job posting. A successful bidder shall be transferred to their new position within forty-five (45) calendar days from such notification of acceptance.

For the purposes of job bidding the job classifications of Monitor Tech and Unit Secretary will be considered one (1).

3. **Transfer Trial Period** - A successful bidder will be given up to thirty-one (31) calendar days as a trial period to determine if he/she wishes to remain on the job, and the Hospital will have the same period to determine if he/she is capable to perform. Employees may be removed during the trial period. If the employee voluntarily gives up the job or is removed by the Hospital for inability to perform in the new position prior to the thirty-first (31st) day, he/she will be returned to his/her former classification and job without any loss of seniority. A written explanation will be provided to the employee, upon request by the employee. In such cases, the next senior qualified bidder will be given a trial period on the job.

4. **Daily Staffing Adjustments** - When a reduction in staff is necessary, such reduction shall take place by classification, department and shift, taking into consideration the ability to perform necessary duties: First, employees working above their master schedules receiving premium pay, then on the basis of volunteers; Then, by non-regular employees
in the following order: (1) Temporary (2) Resource (3) Short-Hour; then by the least senior person scheduled to work. Variations from the foregoing, with the exception of employees working at premium pay, shall be permitted if the employer or employee so requests and a majority of affected employees by department, unit or shift, vote in favor of a method of reducing hours that is acceptable to the employer. The Union will be called in to conduct the vote if employees so request.

In Nursing Service, Certified Nurse’s Assistants and Unit Secretaries shall be maintained on a unit master schedule by classification and shift seniority.

A. (C.N.A.’s only) When a need is anticipated later in the shift, a C.N.A. may be placed on standby for the first portion of their shift and told to report at a specified time for the remainder of the shift. The employee being asked to go on standby will be guaranteed at least four hours of their shift and if called in call back pay will be paid for the greater of two hours or from the time the employee reports to work until the adjusted start time. Employees may only be placed on standby for the first portion of their shift twice during a two week period. Daily staffing adjustment language in regards to who is put on standby shall follow the formula listed in Article 4.

5. In Nursing Services except for Unit Secretaries

Prior to Start of Shift - If a reduction in staff is necessary people will be cancelled or placed on standby in the following order:

- Employees who would be reporting to work at premium pay, by inverse order of seniority
- Volunteers/OIP/OSIP
- Resource Staff
- Those scheduled into a unit not their home unit (except float)
- Those scheduled above their regular master (*) by percentage
- Those scheduled in their master work schedule by highest percentage

During Shift - If someone needs to be sent home early it is determined as follows:

- Employees working above their master schedule, by inverse order of seniority
- Volunteers
- Resource
- Those floated into a unit other than their home unit by seniority (except float)
- Those scheduled above their regular master (*) by seniority
- Those scheduled on the unit being affected, scheduled in the master work schedule by seniority

6. Procedure for Percent (%) System

House Coordinator/Charge Nurses Will:

- Oversee that percentages (%’s) are being calculated appropriately
- Calculate percent (%) for those who are absent
- Let staffing know pertinent percentages (‘%’s) for the on-coming shift
- Discrepancies will be dealt with appropriately

Employee Will:

- Calculate their percentage (%) when working
- Notify House Coordinator/Charge RN if a discrepancy in the percent (%) is noted

7. Percent (%) Calculation Method

Add shifts that are regular master schedule shifts on the "hours scheduled" line. The hours scheduled reflects your regular master schedule. Enter actual hours worked that shift on "hours worked" line.

At The Start of the Shift:

- Hours worked (numerator) is always the ending percentage (%) from the last day of the previous month
- Hours scheduled (denominator) is always entered as one hundred (100)

When granted an OIP/OSIP or cancelled/SB'd these hours lost are included in the calculation and percentage (%) will go DOWN.

- Record the last hours worked total in the hours worked space for that shift
- Add the hours scheduled for that day in the hours scheduled space

Any other scheduled absences from usual work (vacation, LOA, request off days, In Service days, days that were extra (*) shifts or unscheduled absences (sick, FE, etc.) are NOT used in the calculation. For these situations, the percentage (%) is frozen and carried to the next regular scheduled day. Extra shifts picked up above their regular master *’d and are NOT figured in. Do not put numbers in either space. This includes substitution days (days picked up for someone else). Exchange or swapped days are considered regular scheduled hours because they result in the same number of hours as their regular master schedule.

If percentages (%) are not available for some reason or if they are tied, seniority shall determine who works.

A staff person who is cancelled or placed on standby in error shall be remedied as evidenced by the lower percentage (%).

8. Classification for Float Unit Staff

Float Unit is a separate unit with its own percent (%) system. Float Unit Staff do not displace those on other units who are working their regular master but do work before someone scheduled for an extra (*) shift. Float unit staff work before someone form from another unit who could float.
When standby could be given either to a Float Unit person or someone on another unit, the Float Unit person will be put on SB and the other person will work. When sent home early, Float Unit people compare their seniority with the other people working that unit/shift.

9. Floating

All CNA's will rotate turns floating out of their home unit by date last floated. When floated out, record this in the space to the side of the percent (%) sheet. Float date is working one (1) or more hours off of your home unit.

The Unit Secretary/Aide and Certified Nursing Assistant positions shall be one classification for the purposes of seniority; said classification will be called Nursing.

Surgical services employees will only float to other surgical services departments. Surgical services includes PACU SSU, OR and WHBC.

10. Environmental Services

When reduction in staff is needed during a work shift, it will occur by seniority. Team leaders are excluded from this process.

11. A Regular Employee shall have the option to restore hours lost in a pay period as a result of daily/shift workforce reduction by notifying the department manager/supervisor that he/she is available to fill any unmet staffing need that does not result in overtime. Such Regular Employee shall, by seniority, on a first come first served basis be scheduled and granted work for that unfilled shift ahead of a Short Hour, Temporary or Resource Employee.

12. Layoff/Recall - Long Term Reduction In Staff (31 Days Or More) - A long term reduction in workforce which is expected to exceed thirty-one (31) days or more will occur in inverse order of bargaining unit seniority among the employee(s) within the affected classifications*, provided that the remaining employee(s) within the classification have the qualifications and experience to perform the work to be done as determined by the Hospital, according to the following order:

A. Volunteers
B. Resources Employees
C. Probationary Part-Time/Full-Time Employees
D. Regular Part-Time/Full-Time Employees

Regular full-time/part-time employees affected by the long-term reduction in work force using their bargaining unit seniority may:
A. Fill an open position in their current classification, or any other open position, providing the employee has the qualifications and experience to perform the work.

B. Bump the least senior bargaining unit employee in the same classification on the same shift then on any shift providing the employee has the qualifications and experience to perform in the position.

C. Replace another employee in a position within another classification providing such otherwise laid off employee has more seniority in the other classification than the junior employee and providing the laid off employee has experience in the other classification within the past twelve (12) months. The employee must be able to perform the essential functions of the position without training, excluding orientation.

Recall - Prior to recalling laid off employees, current employees within the department will be eligible to bid on the open positions. Thereafter, laid off employees shall be recalled to their bargaining unit classification in the inverse order of layoff.

When employment is offered by verbal or written notice to an employee who has been laid off, the employee will be given forty-eight (48) hours from receipt of notice to respond and be available to work within fourteen (14) calendar days of receipt of notice or shall forfeit all recall rights. Once recalled and working, a laid off employee shall retain super-seniority right of return to his/her shift of origin for up to six (6) months.

Employees shall lose all seniority and the employment relationship shall be severed upon expiration of one (1) year, or by the refusal of a laid off employee to accept a bona fide offer of employment. Employees who are recalled will maintain their seniority minus days spent in layoff status and will be eligible for benefits pursuant to the terms of the contract and hospital policy.

It shall be the responsibility of the laid off employee to keep the hospital’s Human Resources Department advised of his/her current mailing address and telephone number.

13. Restoration of Lost Hours - By seniority, Regular Employees shall have the right to restore lost hours by working unscheduled hours (unless overtime would occur) ahead of Short-Hour, Resource, and Temporary employees. By seniority, Short-Hour employees shall have the right to restore lost hours by working unscheduled hours (unless overtime would occur) ahead of Resource and Temporary employees. Such Regular and Short-Hour employees must notify their department of specific days and shifts they wish to restore by exercising their right in this paragraph. The remedy for omissions and errors in administering this paragraph shall be prospective by providing preferential treatment regardless of seniority for hours until an inequity is corrected.

The provisions of this section shall apply for the purpose of maintaining regularly scheduled hours to the extent possible.

The Hospital reserves the right to disqualify any employee who repeatedly fails on two
(2) or more occasions within ninety (90) days to be available for days and shifts that they previously offered to be available to work.

For the purposes of this section, Full-Time Employees will be deemed to have agreed to a change of schedule as referred to in Article 20(7) – Hours of Employment and Overtime and, therefore, time and one-half (1 ½) shall not apply on a scheduled day off.

14. Restructure - If the Hospital wishes to undertake a departmental reorganization it will provide the Union with no less than thirty (30) days’ notice and an explanation. At the Union’s request, the parties will meet and discuss the decision and the departmental reorganization. When a department is reorganized, any new positions and positions with changed schedules shall be posted in their entirety including the classification, schedule, and hours. Affected employees shall then, in seniority order, choose their positions. The positions shall be posted at least seven (7) calendar days prior to the employees choosing their new positions. The parties agree that whenever a layoff or reduction of shifts occurs, Article 16.12 shall be followed. Nothing in this paragraph waives any right an employee may otherwise be entitled to elsewhere in this Agreement.

ARTICLE 17 - JOB DESCRIPTIONS

The Employer and the Union recognize the importance of maintaining job descriptions that reflect the various skills, qualifications, duties and responsibilities associated with the job titles. Such skills, qualifications, duties and responsibilities shall be used as the basis for determining an employee’s appropriate job title and related wage rate. Copies of the descriptions shall be given to the Union upon request. The wage rates of any job in which duties and responsibilities have been materially changed shall be negotiated with the Union. The Union shall be notified of all new and/or revisions of any job descriptions.

ARTICLE 18 - WORK LOAD DISTRIBUTION

1. When an employee is absent for any reason and a replacement cannot be obtained, it is the intention of the Hospital to distribute his/her workload equitably among the employees in the work unit so that no undue hardship shall fall on any individual. It is further the intention of the Hospital to distribute workloads equitably among employees in both single work units and departments, and to maintain a large enough call in list so that a normal rate of absenteeism shall not impose an undue burden of extra work upon Regular Employees.

2. When the training of another person prevents an employee from completing tasks within a required time frame during their shift, the department supervisor will provide or arrange for needed assistance or relief to complete such tasks.

ARTICLE 19 - POSTING SCHEDULES

1. Schedule Posting Date - Schedules of starting times and quitting times, and day off of Regular Employees, will be posted by the fifteenth (15th), except *nursing service will be -20-
posted by the twenty-second (22nd) in advance of the month, subject to emergency situations, and as much advance notice of overtime requirements will be given as permitted by operational circumstances. Employees are responsible for checking their monthly schedules once posted.

2. **Emergency** - An “emergency” for the purpose of the above paragraph is a situation in which the Hospital is obligated without advance planning to change schedules with less than twenty-four (24) hours notice. In cases of emergencies, work schedules may be adjusted, provided the employees are given reasonable notice of the change in their schedule and the Union is promptly notified by the Hospital of the reason for the change. In making changes, however, the Hospital shall give consideration to any prior commitments of the employees. It is the employee’s responsibility to keep the Hospital informed of his/her telephone number or how else he/she may be reached.

3. **Employee Requests For Vacation or Other Time Off** - In order for supervisors to post schedules by the fifteenth (15th) day of each month (twenty-second [22nd] for nursing service), employee requests for vacation or other time off shall be presented in writing on the prescribed form prior to the first (1st) day of the month in advance. All nursing services requests for earned leave need to be submitted in writing by the first (1st) of the month in advance.

Requests for Earned Leave will be given preference based on the date received except that two requests received on the same day shall be decided by seniority. Requests shall be granted or denied based on the Hospital’s ability to adequately staff departments and will be granted if staffing levels permit. Such granting or denial shall be made in writing as soon as possible, but in no event longer than ten (10) days from the date of the request. Requests for time off will not be considered earlier than six (6) months in advance regardless of the date they are submitted. All requests submitted earlier than the first of the month preceding the sixth (6th) month in advance of the month in which the Earned Leave is requested shall be considered as being submitted on the same date. To be considered, fifty percent (50%) or more of the Earned Leave request must fall within that month which is identified for this early scheduling. When approved and scheduled, the employee must submit a time and attendance request form for Earned Leave for the pay period in which the Earned Leave will be used.

Employees will be not be required to have all of the Earned Leave time available that they are requesting at the time of approval provided that the employee seeking time off is expected to have a sufficient Earned Leave balance to cover the requested time. In addition, at the point of the requested time off the employee must have accrued the amount of time needed in order to fulfill the Earned Leave request. If insufficient Earned Leave balance exists at the point of the requested time off, the Earned Leave request will be denied.

4. The employee will be responsible to retain a copy of the submitted request. Supervisors will return a copy of the processed request.

5. **Vacant Shift Sign-Up (“Holes”) for Nursing Services:**

   A. **Regular and Short-Hour Employees** - Regular and Short-Hour employees may
sign up for vacant shifts ("holes") for which they are qualified through the tenth (10th) of the month limited to their home units. The employee first requesting available shifts shall be granted these shifts; however, employees shall be limited to requesting and/or being granted two (2) shifts per month from the fifth (5th) through the tenth (10th) of the month. Employees may request and/or be granted an unlimited number of additional available shifts from the tenth (10th) to the fifteenth (15th) of the month.

Employees desiring to fill available shifts (holes) on other nursing units for which they are qualified shall note the requested dates and shift availability of the appropriate posted whole sheets by the fifteenth (15th) of the prior month. These shifts shall be equally distributed among all qualified employees requesting to be scheduled. Such changes and additions shall be finalized upon the posting of the schedule.

The hospital has the right, by seniority, to fill any "hole" in the schedule, whether pre-planned or unexpected at regular time prior to being obligated to fill the shift with an employee that would either be working overtime that shift or if that shift would result in overtime later in the week or pay period.

B. **Resource Employees** - Resource employees may then sign up for remaining vacant shifts ("holes") for which they are qualified between the sixteenth (16th) and twentieth (20th) of the month. It is the Resource employee’s responsibility to schedule their required minimum number of shifts by no later than the twentieth (20th) of the preceding month. Such changes and additions shall be finalized upon the posting of the schedule.

Resource employees will not be eligible to receive premium pay for any shifts worked unless they have prescheduled their shifts.

Resource staff will be scheduled to work Thanksgiving, Christmas and New Year’s day on a rotating basis.

*For the purpose of this article nursing services will be described as Critical Care Unit (CCU), Short Stay Unit (SSU), Endoscopy (ENDO), Pre-Admissions Testing (PAT), Progressive Care Unit (PCU), Post Anesthesia Care Unit (PACU), Medical Care Unit (MCU), Operating Room (OR), Surgical Care Unit (SCU), Emergency Department (ED), Women’s Health Birth & Children’s Center (WHBCC), Cath Lab, Float Unit and Resource.
ARTICLE 20 - HOURS OF EMPLOYMENT AND OVERTIME

1. The Hospital has the right to establish any seven (7) days as workweek. The workweek is currently 12:01 am Sunday to midnight Saturday. “Payroll Day” as referred to in this Article shall mean and consist of the twenty-four (24) hour period beginning at the time the employee commences work.

A normal shift shall consist of eight (8) consecutive hours to twelve (12) consecutive hours, excluding any unpaid meal period included in that shift. Part-time shift hours are prorated based on full-time equivalency (FTE).

The employer shall have the discretion to schedule employees to three (3) twelve-hour (12) shifts per week, including three (3) paid fifteen (15) minute breaks and one half hour unpaid lunch period in each 12-hour shift. In the application of the following provisions the hospital will adhere to all State and Federal overtime laws.

2. Employees shall be paid at the rate of one and one-half (1 ½) times the straight time hourly rate, including shift differential, for all hours of work performed in excess of forty (40) hours in one workweek or hours in excess of the employee’s assigned shift duration (8 hours, 10 hours, 12 hours) in any 24-hour period. Workers assigned to work three (3) twelve-hour (12) shifts per week, shall be paid at the rate of one and one-half (1.5) times the straight time hourly rate, including shift differential, for all hours worked in excess of 36 unless an executed written waiver of overtime by mutual agreement exists. Hours in excess of the employee’s assigned shift duration (8-hour, 10-hour 12-hour) in a payroll day that results from a change of shift starting time requested by the employee shall not be considered overtime.

3. Unless the employee is performing standby duty, any change of shift initiated by the Hospital shall provide at least twelve (12) hours of off duty time between shifts or the payment of time and one-half (1 ½) for all hours worked on that shift.

4. The Hospital shall exercise its efforts in good faith, subject to the requirements of efficient operations, to provide as many full time employees as possible in this section with work schedules of thirty-six (36) to forty (40) hours per week followed by two (2) consecutive days of rest.

5. The Hospital at its discretion and with the consent of the affected employee may permanently increase or decrease the scheduled hours per week of an established regular or short hour position by no more than one eight (8) hour shift per week. This alteration of position shall not occur more than one time per year. The change of the position shall not constitute a vacancy under this section.

In the interest of maintaining mutually satisfactory work schedules, employees or employee and Union representatives may confer with department managers, from time to time to explore mutually satisfactory improvements in work schedules. However, it is understood and agreed that the final right to establish work schedules rests exclusively with the Hospital.

6. Overtime will be paid for work in excess of five (5) days in a row, up to a maximum of -23-
five (5) days at premium rate of time and one-half (1 1/2). Self-scheduled voluntary in-
services and/or staff meetings shall not be considered time worked under this provision.
Four (4) hours worked constitutes a day worked. Full-time employees requested to
work on a regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2
) times their regular rate of pay for work performed on such days, except where there is
a change of schedule agreed upon between the Hospital and the employee, or the
employee requested to work the day off.

7. Where various overtime calculations might apply, the Hospital shall apply the method
that provides the highest payment not to exceed the maximum of five (5) days in a row.
Nothing herein limits payment of daily overtime worked in excess of the employee’s
regularly assigned shift duration within any given workday. It is understood that time
and one-half (1 1/2) on a sixth (6th) consecutive day shall not apply in cases of ongoing
regular schedules within a department or shift when the sixth (6th) consecutive day
occurs as a feature of such ongoing schedule.

8. There shall be no duplication or pyramiding of overtime pay under this or any other
provision of this Agreement. In addition, it is understood that any overtime provisions
described in this article which are composed of payments in excess of those required by
Federal or State regulations shall not apply during times of declared emergencies or
disasters.

9. It is the Hospital’s intent to provide new employees with orientation that is adequate
and that will vary in length based upon the needs of the job.

10. When an employee has been called back to work during the eight (8) hour period
immediately preceding a scheduled shift, the Hospital will provide a requested rest
period and/or adjusted work schedule whenever possible.

11. **Operating Room - Work in Excess of Sixteen (16) out of twenty-four (24) Hours** -
Every effort will be made to accommodate a request from a Surgical Technologist or
Surgical Support Aide to be replaced for a scheduled shift, which begins within a
twenty-four (24) hour period during which they have already worked sixteen (16) or
more hours.

**ARTICLE 21 - REST PERIOD DAILY**

1. The Hospital shall authorize and encourage all employees to take rest periods daily
which, insofar as practicable, shall be in the middle of each work period. Rest periods
shall be computed on the basis of fifteen (15) minutes for four (4) hours working
time, or a major fraction thereof. No wage deduction shall be made for such rest
periods and the Hospital shall authorize and encourage all employees to leave the
immediate work area insofar as practicable.

2. A thirty (30) minute meal break shall be allowed. The intent of the parties is to allow
employees an uninterrupted meal period. If an employee is called back to work
during their meal for an emergency, that employee will be allowed his/her meal
period at another time during that shift. If this is not possible, the employee will be
paid at a rate of time and one-half (1 1/2) of the applicable rate for the time worked in
excess of one (1) hour past the middle of the shift without a meal period until a meal period is obtained, providing that the supervisor or house coordinator is notified at least forty-five (45) minutes prior to the completion of one (1) hour past the middle of the shift and a supervisor or house coordinator signs the Kronos exception form prior to the completion of the pay period. One (1) hour past the middle of the shift shall be five (5) hours for eight (8) hour shifts, six (6) hours for ten (10) hour shifts and seven (7) hours for twelve (12) hour shifts. Upon mutual agreement between the employee and the supervisor, this provision may be extended up to two (2) hours past the middle of the shift. This provision shall not apply to the Operating Room and the Cardio Vascular Operating Room. At the end of his/her shift, an OR/ CVOR employee will document when he/she was unable to take his/her meal period and shall receive premium pay for that time. A meal period will not be required for employees who work four (4) hours or less.

ARTICLE 22 - PAY DAY

1. The Hospital shall pay employees every two (2) weeks and shall comply with wage and hour requirements in handling payroll matters. If the Hospital changes its payroll process, employees will be given sixty (60) calendar days notice of such change and will notify the Union.

2. Paycheck Detail Printout - An employee may request in writing a time line detail and a key with wage and hour data relating to the calculations on their paycheck. Such requests will need to be renewed at the beginning of each quarter (January 1, April 1, July 1 and October 1). A printout will be distributed along with the employee’s paycheck. A copy of their Kronos time card may be requested from the department manager at any time.

ARTICLE 23 - WAGE RATES

1. The minimum and maximum straight time hourly rates of pay shall be as shown in Appendix A.

2. It shall be understood that no employee shall suffer any wage reduction, loss of benefits, or any other condition that they presently enjoy by the signing of this Agreement.

3. If there are significant new duties assigned to a specific job classification during the life of the Agreement, such changes will be reviewed by the Hospital to determine whether the job should be reclassified. If a change in classification is indicated, the parties will meet and confer over the proposed change. If a new position is established, the Hospital will negotiate the wage rate for this position with the Union.

4. When hiring a new employee and assigning a wage rate, the wage rates of existing employees will be taken into consideration.
5. There will be three percent (3%) between Steps 1 to 8 and three and one-half (3.5%) between Steps 9-14. All employees shall continue to advance through the steps of the wage scale annually on the employee’s anniversary date.

6. The wage rates will be increased by three percent (3%) effective the first full pay period commencing after the date of ratification.

7. The wage rates will be increased by three percent (3%) effective with the last full pay period in September 2020.

8. Effective with the first pay period following ratification of this agreement, the wage scales will be adjusted by a market rate adjustment for the following job classifications in the following percentages:

   CNA II – 3%
   Unit Services Coordinator – 3%
   Unit Services Coordinator Lead – 3%
   Dietary Clerk – 4%
   Cook – 4%
   Dietary Worker – 4%
   Dietary Worker Lead – 4%
   Housekeeper – 4%
   Housekeeper TL: 4%

9. After twenty (20) years of service at MWMC, an employee will be eligible to move to a new Step 15, which will be three and one half percent (3.5%) above the current Step 14 for each position. Employees who have currently served 20 or more years at MWMC will be moved to the new step on the first full pay period following ratification of the contract.

ARTICLE 24 - RECOGNITION OF PRIOR EXPERIENCE

The wage rate for new employees covered under this Agreement will provide credit for years of experience in the same classification as determined by the Hospital as follows.

Years of prior experience in the same classification acquired either in hospitals currently accredited by the Joint Commission on Accreditation of Hospitals or comparable experience acquired as a member of the armed forces, sometimes referred to by the parties in the administration of this Agreement as "direct experience," shall be credited as follows:

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 out of last 4 years:</td>
<td>Step 2</td>
</tr>
<tr>
<td>3 out of last 5 years:</td>
<td>Step 2</td>
</tr>
<tr>
<td>4 out of last 7 years:</td>
<td>Step 3</td>
</tr>
<tr>
<td>5 out of last 8 years:</td>
<td>Step 4</td>
</tr>
<tr>
<td>7 out of last 10 years:</td>
<td>Step 5</td>
</tr>
<tr>
<td>10 out of last 14 years:</td>
<td>Step 6</td>
</tr>
<tr>
<td>15 out of last 20 years:</td>
<td>Step 7</td>
</tr>
<tr>
<td>18 out of last 25 years:</td>
<td>Step 8</td>
</tr>
</tbody>
</table>
Years of prior experience in the same classification acquired in any workplace other than a hospital currently accredited by the Joint Commission on Accreditation of Hospitals or comparable experience acquired as a member of the armed forces, sometimes referred to by the parties in the administration of this Agreement as "indirect experience," shall be reduced by 50% and then applied to the table above.

Wage levels credited on experience shall be reviewed with the new employee at the time of hire and the new employee shall be given a copy of the Personnel Action Form (PAF) at the employee's request. Such credit shall commence on the date satisfactory proof is provided by the new employee of such prior experience.

Nursing Assistant experience acquired at hospitals currently accredited by the Joint Commission on Accreditation of Hospitals outside of Oregon will be considered equivalent to CNA II experience for the purposes of this article.

Upon ratification of this agreement, any employees hired on or after January 1, 2017, will have thirty (30) days to submit a written request to Human Resources for additional credit for prior experience that was not credited at time of hire and to provide documentation of such experience. Upon providing documentation of such experience, employees requesting additional credit for prior experience will receive credit consistent with this Article.

ARTICLE 25 - DIFFERENTIALS

Shift differential pay shall be included in vacation, sick leave, holiday pay and overtime hours worked. Employees who work or are scheduled to work an evening or night of less than six (6) hours and due to low census leave work will receive the applicable evening, night or weekend shift differential.

A. Evening Shift Differential - All employees working a shift of six (6) or more hours beginning at or after twelve (12) noon or ending at or after six (6) p.m. shall receive evening shift differential of nine percent (9%) of Appendix A Wage Schedule Step 1 of their job class.

B. Night Shift Differential – Employees who work a shift of six (6) or more hours between 10:00 p.m. and 6:00 a.m. shall receive night shift differential payment of thirteen (13%) of Appendix A Wage Schedule Step 1 of their job class.

C. Longevity Night Shift Differential - Any employee who qualifies for night shift differential as noted above shall be paid twenty-two (22%) of Appendix A Wage Schedule Step 1 of their job class for all night shifts worked, after completing twelve (12) continuous months on the night shift.

D. Certified First Assistant Differential - Seventy-five cents ($.75) per hour for all hours worked for employees who achieve and maintain the national certification of Certified First Assist.

E. Weekend Differential - Employees whose work shift begins during a
weekend, defined as the calendar days of Saturday and Sunday, shall receive one dollar and twenty-five cents ($1.25) per hour worked in addition to the employee’s regular rate of pay. For example, an employee whose shift starts at 2300 Friday night is not eligible for weekend differential. An employee who begins a shift at 2300 Sunday night would qualify.

F. Preceptor Pay - It is every employee’s responsibility to participate in orienting a new employee. Preceptor Pay will be paid for training of new employee and/or new job class only. Preceptors will be a management assignment. Preceptors must be certified by attending the hospital’s preceptor training program through the Staff Development Department. The Hospital will offer bargaining unit employees preceptor training at least three (3) times per calendar year, provided that a minimum of three (3) bargaining unit employees have committed to and are present at such training sessions. Preceptor pay will be paid at an additional one dollar cents ($1.00) per hour.

G. Lead/Charge Pay - Employees operating as leads will be paid a ninety cent (.90) per hour differential while in the lead position, employees operating in the position of charge will be paid one dollar and thirty cents ($1.30) per hour extra as a differential. Relief charge duties shall be compensated at eighty cents (.80) per hour as a differential.

ARTICLE 26 - REPORTING PAY

1. No employee except standby employees shall be called to work for less than four (4) hours. Any employee requested to report for work and not put to work shall receive four (4) hours pay.

2. In cases of unusual requirements of work needed to be performed on a regular basis, such work may be scheduled at less than a four (4) hour shift.

3. The provisions of this section shall not apply if the lack of work is not within the control of the Hospital, and if the Hospital makes a reasonable effort to notify the employee by telephone not to report to work at least two (2) hours before the scheduled time to work. It is the employee’s responsibility to keep the Hospital informed of any change of address or telephone number. Failure to do so relieves the Hospital of the notification requirement.

4. Employees requested to work after their scheduled shift has been canceled will receive time and one-half (1 ½) for a minimum of two (2) hours.

ARTICLE 27 - STANDBY PAY

1. The rate of standby/holiday standby pay will be consistent throughout the hospital. Standby pay shall not be provided if standby status is canceled prior to the start of the standby period.
2. Standby Rate - The Hospital will pay forty dollars ($40.00) for each eight (8) hour shift of standby, fifty dollars ($50.00) for each ten (10) hour shift, sixty dollars ($60.00) for each twelve (12) hour shift of standby.

3. Standby Holiday Rate - The Hospital will pay sixty dollars ($60.00) for each eight (8) hour shift of standby for a Holiday.

4. Extended Standby: For Cath Lab Technologists, Nuclear Medicine Technologists, MRI Technologists, Endo Technologists, Interventional Radiology Techs and Ultrasound Technologists on assigned extended first call standby for more than sixty four (64) hours in a four week schedule cycle which correlates with the scheduled pay cycles shall receive time and one half (1 ½) times the standby rate for all scheduled first call standby hours in excess of sixty-four (64). Additional hours of first call extended standby that an employee requests or voluntarily accepts from a co-worker do not qualify for the time and one-half (1 ½) standby pay rate.

5. Call Back Pay and Travel Time - The Hospital will pay a minimum of two (2) hours at time and one-half (1 ½) for each call back up to a maximum of three (3) times in an eight (8) hour shift with twenty (20) minutes of travel time at time and one-half (1 ½) per each call back.

6. Subsequent Call Backs - Subsequent call backs past the maximum of three (3) times will be paid at time and one-half (1 ½) for all actual hours worked.

7. Call Back Time - Employees called back when off duty receive the appropriate rate of pay based on work day and work period overtime requirements with a four (4) hour minimum if straight time, and a two (2) hour minimum if time and one-half (1 ½).

8. Women’s Health and Birth in-house overnight assignment. OB Techs or OR Techs may be assigned to remain in-house on-call for the Women’s Health and Birth Center. All such hours will be considered as time worked and shall be compensated at the existing minimum wage rate plus standby pay. The tech shall not be required to perform any duties unless notified that the tech is being required to report for the normal assignment, in which case the tech shall be treated as a Tech called in from standby status and shall be entitled to standby premium compensation. Sleeping facilities will be available. OB/OR Techs working above their master schedule and who worked the shift before or the shift after the current standby shift, will not be required to float to another department without their consent.

ARTICLE 28 - WORK IN A HIGHER CLASSIFICATION

Any employee who performs work in a higher classification for two (2) hours or more (except for rest periods and meal relief), shall be paid at a rate based on the time worked in each classification. The employee’s rate of pay for such hours worked shall be at the same step in the higher classification.
ARTICLE 29 - PROMOTIONS

An employee who is permanently promoted to a job in a higher classification shall be paid in his/her new classification. A wage increase of at least fifty-five cents ($0.55) per hour or the top of the step of the new range whichever is less.

ARTICLE 30 - EARNED LEAVE

1. General - Earned Leave is the Hospital’s method of providing scheduled paid time off for eligible employees to meet their need for absence from work. Earned leave is a consolidation of, Sick Leaves, Holidays, and Vacation.

2. Eligibility - All Employees working an average of twenty (20) hours per week over a calendar quarter become eligible to accrue Earned Leave on a pro rate basis.

3. Accrual Pro Rate Formula - Earned Leave is accrued on a pro rate basis each pay period based on the following fraction: Actual hours compensated divided by two thousand eighty (2080) hours. Actual hours compensated means hours worked and paid benefit hours.

4. Accrual Rates - Eligible employees shall accrue Earned Leave as follows:

<table>
<thead>
<tr>
<th>No. of Years</th>
<th>No. Of Days</th>
<th>Hours Per Compensable Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 12th month</td>
<td>0 - 1</td>
<td>23</td>
</tr>
<tr>
<td>13th through 36th month</td>
<td>1 - 3</td>
<td>27</td>
</tr>
<tr>
<td>37th through 84th month</td>
<td>3 - 7</td>
<td>31</td>
</tr>
<tr>
<td>85th through 144th month</td>
<td>7 - 12</td>
<td>35</td>
</tr>
<tr>
<td>145th month to 180 month</td>
<td>12 - 15</td>
<td>39</td>
</tr>
<tr>
<td>181st month and on</td>
<td>15 and up</td>
<td>40</td>
</tr>
</tbody>
</table>

Accrual Maximum - Employees may accrue up to a maximum of two (2) years full time accrual of Earned Leave (2-x display of days in this section). All accrued days in excess of this limit shall be paid directly to the employee or upon request shall be deposited in the employee’s extended illness bank.

Cash Out - An employee may elect to cash out up to eighty (80) hours of their projected calendar year accrual of earned leave at one hundred percent (100%), subject to the following terms and conditions:

A. A balance of forty (40) hours must be retained in the employee’s earned leave bank.

B. The election must be made during the month of October for earned leave to be accrued in the upcoming calendar year.
C. Employee must designate when they wish to receive their earned leave cash out during the upcoming year at the time of open enrollment.

D. The election is irrevocable.

E. An employee who does not declare such an election and later decides to cash out earned leave shall be cashed out at eighty-five percent (85%).

5. Use of Earned Leave - Earned Leave may be used as soon as it is earned in accordance with the provision of this section, except that time off for vacation purposes may not be taken until successful completion of six (6) months of service.

Timelines for Requests - Requests for scheduled Earned Leave including Birthday holiday must be submitted to the Supervisor by the first (1st) of the month preceding the month in which the Earned Leave is requested. Requests for Earned Leave will be given preference based on the date received except that two (2) requests received on the same day shall be decided by seniority. Requests shall be granted or denied based on the Hospital’s ability to adequately staff departments and will be granted if staffing levels permit. Such granting or denial shall be made in writing as soon as possible, but in no event longer than ten (10) days from the date of the request. Requests for time off will not be considered earlier than six (6) months in advance regardless of the date they are submitted. All requests submitted earlier than the first of the month preceding the sixth month in advance of the month in which the Earned Leave is requested shall be considered as being submitted on the same date. To be considered, fifty percent (50%) or more of the Earned Leave request must fall within that month which is being identified for this early scheduling. When approved and scheduled, the hours will be entered into the time and attendance system as Earned Leave for the pay period in which the Earned Leave will be used.

Employees will not be required to have all of the Earned Leave time available that they are requesting at the time of approval provided that the employee seeking time off is expected to have a sufficient Earned Leave balance to cover the requested time. In addition, at the point of the requested time off the employee must have accrued the amount of time needed in order to fulfill the Earned Leave request. If an insufficient Earned Leave balance exists at the point of the requested time off, the Earned Leave will be denied.

Requests for scheduled Earned Leave submitted after the first (1st) of the month for reasons the employee was unable to anticipate prior to the first (1st) of the month shall be considered on their merits and upon the Hospital’s ability to adequately staff departments.

Requests For Unscheduled Earned Leave - (absences initiated on a day the employee is scheduled to work) should be made only for employee illness or injury, or an emergency situation beyond the employee’s control. Employee making such request may be required to provide proof of inability to report to work. Provision of a doctor’s note may be taken into account in the application of the attendance policy. Such request should be made as soon as the employee becomes aware of the problem or at least two (2) hours before the shift starts, if possible. Employees are cautioned to use this form of Earned Leave in strict conformance with these guidelines, as
improper use of unscheduled Earned Leave is cause for progressive discipline including discharge. Accrued Earned Leave must be used in the above situations. It is not required that Earned Leave be used for requests granted two (2) hours prior to the start of a shift ("off if possible"). Accrued Earned Leave must be used in the above situations when an employee is in corrective action for attendance.

Requests for unpaid time off will be considered at the time the monthly schedule is made out after requests for Earned Leave and requests for time off for short-hour employees without benefits have been satisfied. Short-Hour employees not on benefits may be granted unpaid vacation of up to thirty (30) calendar days each year.

In order to assure that employees receive the vacation intended by this provision, full-time employees will be encouraged to take a minimum of ten (10) days of Earned Leave each year in the form of vacation. The Hospital recognizes the need for regular employees to take a vacation each year, and where possible, to receive approval for time off during periods that best serve the needs of the employee’s family.

Employee’s Birthday - An employee’s birthday shall be granted off if requested as outlined above. If this request cannot be accommodated by the Hospital all hours worked on the employee’s birthday shall be paid at time and one-half (1 ½) the employees base rate of pay. If able to grant, the employee may take leave without pay or use earned leave.

Employees may utilize Earned Leave to supplement Workers’ Compensation up to the amount of pay received from regularly scheduled hours of work.

Employees may routinely use Earned Leave to replace pay shortages resulting from a canceled or reduced shift of work.

Notice of Termination and Cash Out Eligibility - A minimum of fourteen (14) calendar days advance notice of termination is required to be eligible to receive pay for up to seventy-two (72) days of accrued and unused Earned Leave. Employees terminating with less than one (1) year of service and a minimum of fourteen (14) days advance notice shall be eligible to receive pay for fifty percent (50%) of accrued and unused Earned Leave. Earned Leave cannot be used during the termination notice period.

Earned Leave shall not be forfeited if the employee is unable to work the notice period due to medical disability or if there is mutual agreement between the Hospital and the employee on a reduced period of notice.

An employee shall have the option to use twenty (20) hours per week of Earned Leave to maintain their health benefits package up to ninety (90) days for a medical or parental leave of absence.
6. **Affect of Holidays** - If an employee is scheduled or requested by the Hospital to work on any of the following holidays, he/she shall be paid time and one-half (1-1/2) for hours worked on such holidays. Holiday pay shall be paid for any employee checking into the facility between 10:53 pm on the night before the holiday to 10:52 pm on the day of the holiday.

<table>
<thead>
<tr>
<th>New Years Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>

The Hospital schedules time off for Thanksgiving Day, Christmas Day and New Year Days on a rotating basis.

7. **Extended Illness Bank** - Accrued but unused Sick Leave benefits will constitute an Extended Illness Bank for employees with such accrued hours on the date of implementation of this benefit and discontinuance of Sick Leave accrual. Extended Illness Bank hours may be used starting with the first (1st) scheduled work day the employee is absent due to employee hospitalization, and starting with the third (3rd) scheduled work day that the employee is absent due to employee hospitalization, and starting with the third (3rd) scheduled work day that the employee is absent due to non-hospitalized employee illness or injury.

Extended Illness Bank hours may not be used during periods of Earned Leave. Except for use of Sick Leave as described in "1" above, employees have no vested interest in accumulated Sick Leave.

8. **In respect for their service, any employee who is a veteran of the US armed services may request Veterans Day off in accordance with Article 20. If this request cannot be accommodated by the Hospital, all hours worked on Veterans Day shall be paid at time and one-half (1 1/2) the employees base rate of pay. If able to grant, the employee may take leave without pay or use earned leave.**

9. **Employees shall be permitted to donate Earned Leave they have actually accrued, in an amount of no more than 24 hours in any 12-month period, to other bargaining unit members who have completed at least one year of employment at the Hospital, are regularly scheduled to work at least 32 hours per week, are on an approved leave and have exhausted all of his or her own Earned Leave.**

The maximum amount of donated Earned Leave that any employee may receive in any 12-month period is 120 hours. Donated Earned Leave will be treated as wages and income to the employee recipient and will be paid at the recipient’s base rate.

In the event more hours have been donated to any employee on leave than he or she needs or if the leave recipient’s employment is terminated for any reason, any remaining donated hours shall be returned to the donor(s) on a pro-rate basis utilizing the same ratio of each donor’s hours to the total number of hours donated to the recipient. No employee shall have more hours returned than he or she donated.
Employees wishing to donate Earned Leave will complete an Employee Activity Request indicating the name of the individual that he or she wishes to receive the donation and the number of hours to be donated.

* For the purpose of this article nursing services will be described as Critical Care Unit (CCU), Short Stay Unit (SSU), Endoscopy (ENDO), Pre-Admissions Testing (PAT), Progressive Care Unit (PCU), Post Anesthesia Care Unit (PACU), Medical Care Unit (MCU), Operating Room (OR), Surgical Care Unit (SCU), Emergency Department (ED) Women’s Health Birth & Children’s Center: (WHBCC), Cath Lab, Float Unit and Resource.

ARTICLE 31 - BEREAVEMENT LEAVE

A Regular Employee who has a death in the family will be granted time off as follows:

Up to three (3) working days in a two week pay period, as required will be granted with pay to any of such days which fall on such employee’s regular work days to attend the bereavement of parents, spouse, children, sister, brother, mother-in-law, father-in-law, spousal equivalent, step-parents, step-children, grandparents, or grandchildren, and other relatives residing in the same household as the employee.

Bereavement leave will be allowed for Brothers-In-Law and Sisters-In-Law without bereavement leave pay. An employee shall not be entitled to both Bereavement Leave Pay and Earned Leave Pay for the same day.

ARTICLE 32 - JURY DUTY

A regular employee called for jury service will be excused from work on days which he/she serves and shall receive for each day of jury service, the difference between his/her regular straight time day’s pay and the amount of jury pay. The employee must show proof of request to serve on jury duty within two (2) working days of receiving written request for possible service by the court. The employee must show proof of jury service and the amount of jury pay. The Employee must report for work if four (4) or more hours of his/her shift remain at the end of jury duty service for the day, unless jury service was a complete day.

Employees on jury duty shall be considered for day shift if the jury duty falls on a scheduled day off, it shall be considered a workday and the employee will be scheduled a replacement day off. Employees selected for grand jury duty shall be scheduled for day shift Monday-Friday.

ARTICLE 33 - LEAVE OF ABSENCE

1. **Protected Types of Leaves** - The Employer shall grant employees leave of absence in accordance with applicable state and/or federal law. Protected leaves include Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), Victims of Certain Crimes Leave Act, Military Leave, Spouse Military Leave (Oregon Military Family Leave Act) and Workers’ Compensation.
For employees eligible for leave under OFLA and/or FMLA, the employee shall be granted leave on the advice of a qualified physician, and the duration of such leave shall be determined on the basis of medical need. The Employer will administer leaves of absence and maintain policies in accordance with applicable state and federal law.

2. **Personal Leaves:** Employees with at least twelve (12) months of service contiguous to such request may request a leave of absence for a period of up to an aggregate total of twelve (12) months including protected leave or a paid personal leave. Such requests may be granted at the sole discretion of the Department Manager or his/her designee.

3. **Additional Types of Leaves:**
   
   A. **Education Leave** – work related
   
   B. **Union Leave** – Subject to the employer’s work unit requirements, Union members may be granted leave to perform work for the Union, not to exceed three (3) months. Such leave requests shall not be unreasonably denied. More than one employee on such leave cannot be absent from the same unit with a maximum of two (2) employees hospital wide out on union leave at the same time. The employee shall be permitted during such absence to take time off without pay however benefits will exhaust at the end of the month in which the unpaid union leave begins. Upon returning from Union leave, the employee shall be returned to his or her former position and their seniority date will be adjusted by the total number of unpaid union leave days.

4. **Denial of Education, Union, and Personal Leaves - Request for leave may be denied for the following reasons:**

   A. Inability to maintain proper staffing levels
   
   B. Inability to obtain qualified replacement
   
   C. Inadequate notice of intent to take leave
   
   D. Repeated use of leave of absence

5. **Notice and Duration of Leave** - Except in situations in which it is unreasonable to expect an employee to anticipate, employees must submit their request for leave to the Hospital three (3) months in advance of such leave. A definite return date must be agreed upon prior to the start of such leave unless circumstances make such commitment impossible, in which case, if possible, employees must give at least thirty (30) calendar days advance notice of return. When thirty (30) days advance notice is not possible, employee must keep Human Resources informed of any medical progress and anticipated date of return.
6. Accrual - Reinstatement Rights and Limitations - Employees returning from a protected leave of twelve (12) weeks or less, shall return to their former position.

   a. Employees returning from a leave in excess of twelve (12) weeks shall be eligible to apply for an internal position(s) for which he/she is qualified, and shall be considered an internal candidate for job postings purposes and be given preference to equally qualified outside candidates.

   b. Employees returning from an approved personal or educational leave of six (6) weeks or less, shall return to their former position.

   c. Employees returning from an approved personal or educational leave in excess of six (6) weeks shall be eligible to apply for an internal position(s) for which he/she is qualified, and shall be considered an internal candidate for job posting purposes.

7. The accrual or payment of all benefits and the accrual of seniority shall cease at the start of such leaves not protected by State and/or Federal leave law. Benefits and seniority accumulated prior to such leave shall not be forfeited. Employees on protected leave must pay the required premiums for group insurance in order for such coverage to continue during the leave.

ARTICLE 34 - EDUCATION

The Education Committee agrees to meet within 60 days of ratification to determine parameters of use.

1. Tuition Reimbursement Program - The Hospital agrees to continue the tuition reimbursement program for all eligible employees for the duration of this Agreement. The Hospital will provide the Union thirty (30) days notice of any substantial reduction in the program and agrees that, upon request, it shall bargain the effects of such a reduction. Once tuition reimbursement program applications have been approved, the conditions of the tuition reimbursement program will not be reduced for an individual employee as long as they adhere to the procedures of the program.

2. Education - The parties agree that education is a very important part of our professional lives, particularly in the health care field. In recognition of this, the Hospital provides continuing education opportunities for bargaining unit employees within the budgetary process. Interested employees may contact an SEIU Steward or their department manager for specific information of programs and how to apply for educational funds.

Service Employees International Union, Local 49 and McKenzie-Willamette Medical Center hereby agree to the following for continuing education for SEIU bargaining unit members:

For this contract period the Hospital agrees to provide a minimum of thirty thousand
($30,000) per year in continuing education for SEIU bargaining unit members. At the Hospital’s discretion, this amount may be increased during the duration of this Agreement. The Hospital agrees to continue the practice of continuing education days for employees who are attending authorized training. Effective January 1, 2008 SEIU bargaining unit members shall appoint up to three (3) members, (two of which are representatives of the ancillary clinical departments) and the Hospital will appoint up to two (2) members to serve on an Education Committee (“Committee”). The Committee will establish criteria by which education requests will be evaluated and funds allocated. The Committee will meet at least quarterly, and will allocate this continuing education fund. Committee members will be paid at straight time up to two (2) hours of time spent in committee work each quarter. If the committee fails to act upon a request for education leave within two (2) weeks of receipt of such request then the appropriate Senior Executive and SEIU committee member shall be requested to act upon it.

Employees who want to utilize continuing education funds must complete a continuing education fund request form and give it to the Committee for approval. The Committee shall document monies spent, programs attended and the participants.

3. Cross-Trained Unit Secretaries/Certified Nursing Assistants - Cross-trained Unit Secretary/Certified Nursing Assistant shall be able to account for time worked in the CNA role when scheduled for a shift as a Unit Secretary. Employees shall register in Kronos under the Unit Secretary pay code, but may be asked to perform tasks within the CNA job description. In order to monitor time worked performing CNA tasks when clocked into Kronos under the Unit Secretary pay code, an additional code for tracking purposes only shall be built into the Kronos system. Unit Secretaries/CNA’s shall be responsible for submitting an exception form on a daily basis citing time spent performing CNA tasks. The Charge Nurse or PCC must validate the exception form. Nurse Managers or their designee shall enter the verified time into the “tracking only” code in Kronos on a daily basis.

ARTICLE 35 – HEALTH AND WELFARE

1. Health Insurance. The Hospital shall provide the Employees with the health insurance benefits (including Medical, Dental and Vision) set forth in the Quorum Health Corporation Flexible Benefits Plan. A copy of which is available online at the employee benefit portal and in Human Resources.

Medical, Dental and Vision shall be as negotiated per contract guidelines and copies of which are available online at the employee benefit portal and in Human Resources. Employee rates of contributions for each year of this Agreement can be found in Appendix D.

The parties agree that there will be no plan design changes in 2021.

2. Retirement – The Hospital shall provide the Employees with the Hospital’s 401K Retirement Savings Plan, a copy of which is available online at the employee benefit portal and in Human Resources.
3. Group Life Insurance - The Hospital shall provide the Employees with the Group Life Insurance and Accidental Death and Dismemberment Benefits set forth in the Quorum Health Corporation flexible benefits plan. A copy of which is available online at the employee benefit portal and in human resources.

4. Disability Insurance - The Hospital shall provide the Employees with the Disability Insurance Benefits set forth in the Quorum Health Corporation flexible benefit plan, a copy of which is available online at the employee benefit portal and in Human Resources.

5. Health Care Subsidy - For those regular or part-time employees scheduled to work thirty (30) or more hours per week and earning less than thirty-eight thousand dollars ($38,000) per year, and those part-time employees scheduled to work twenty (20) to twenty-nine (29) hours per week and earning less than thirty thousand dollars ($30,000) per year, the Hospital agrees to pay one hundred percent (100%) of the employee premium or an additional fifty dollars ($50.00) per month for the employee plus children or spouse premium, or an additional one hundred dollars ($100) per month for the employee and family premium depending on which coverage the employee elects.

6. Change in Health Plan: In the event the Hospital determines during the term of this Agreement to terminate and/or modify any plan by virtue of which any of the “Health and Welfare” benefits described in this article are provided to the employees covered by this Agreement, including but not limited to, any modification of contribution rates, or the identity of the insurance provider, and such termination and/or modification is applicable to all individuals employed by the Hospital who are covered by the plan(s) subject to the termination and/or modification, as the case may be (the “other individuals”), such termination and/or modification shall be automatically applied to the employees contemporaneously with the other individuals (referred to hereafter in this Article as a “Plan Change”), subject to the following:

The Hospital agrees that, in the event any such Plan Change involves the termination of a plan, the termination would be undertaken in order to, by way of example only, facilitate or maintain compliance with applicable law [including without limitation, the Internal Revenue Code (the “Code”), the Employee Retirement Income Security Act of 1974 (“ERISA”) and the Public Health Safety Act (“PHSA”) and any regulations or other formal guidance issued under the Code, ERISA or the PHSA], or to provide comparable benefits for employees and other individuals through a different plan.

The Hospital shall provide the Union with at least thirty (30) consecutive calendar days written notice in advance of the effective date of any such Plan Change (the “Waiting Period”), which written notice shall specify the effective date of the Plan Change (referred to hereafter in this Article as a “Hospital Notice of Plan Change”). Thereafter, during the first ten (10) consecutive calendar days of the Waiting Period, the Union shall have the right to serve the Hospital with a written request for discussion about the Plan Change (referred to hereafter in this Article as a “Union Request for Discussion”). In the event the Union serves such a Union Request for
Discussion, the Parties shall meet promptly and discuss the Plan Change during the remainder of the Waiting Period. Following the expiration of the Waiting Period, the Union shall have the right to serve the Hospital with a written notice of termination of this Agreement (referred to hereafter in this Article as a “Notice of Termination”), which shall specify the date upon which the Agreement shall terminate, which specified date must be at least twenty (20) consecutive calendar days following the date of service (in the manner provided for, below) of such a Notice of Termination (referred to hereafter in this Article as the “Notification Period”). The parties agree that once such Notice of Termination has been served by the Union, with the intent of bargaining a successor Agreement, the following provisions of the agreement shall stay in full force and effect: (1) Article 4 “Recognition and Union Security” and (2) Article 9 “Grievance Procedure”.

In order to be effective, any Notice of Termination shall be served by (a) Hand-delivery, or (b) by another method of delivery of the Notice of Termination by virtue of which the Union shall, to the Human Resources Director who shall acknowledge such hand delivery by affixing a signature and date upon a copy of the Notice of Termination. Upon the written request of the Hospital (referred to hereafter in this Article as a “Request for Proof of Delivery”), be able to the Union will produce for the Hospital a bona fide written proof of delivery (including, among other forms of proof of delivery, consisting of the signature from the Human Resources Director or designee, a sworn affidavit of service by an individual not employed by the Union who actually performs the service), which records at a minimum the date of delivery of the Notice of Termination (referred to hereafter in this Article as a “Proof of Delivery”).

Any Union Request for Discussion, and any Proof of Delivery, and in order to be effective any Notice of Termination, shall be served upon the Hospital’s Chief Executive Officer or Human Resources Director at the following address:

McKenzie-Willamette Medical Center 1460 “G” Street Springfield, Oregon 97477-4197

Any Hospital Notice of Plan Change and any Request for Proof of Delivery shall be served upon the Union at the following address:

SEIU Local 49 Attn:
President
3536 SE 26th Avenue Portland,
Oregon 97202

In computing the Notification Period defined above, neither the actual date of service of the Notice of Termination, nor the actual date of delivery of the Notice of Termination, shall be included in the computation of such Notification Period.
ARTICLE 36 - GROUP LIFE INSURANCE

The Hospital agrees to continue to provide group life insurance and accidental death and dismemberment benefits in an amount equal to one hundred percent (100%) of the employee’s previous year’s W-2 annual salary, rounded to the next higher one thousand dollars ($1,000.00), not to exceed one hundred and fifty thousand dollars ($150,000.00). The original amount in force prior to age seventy (70) reduces to sixty-five percent (65%) at age seventy (70), and forty-five percent (45%) at age seventy five (75).

ARTICLE 37 - DISABILITY INSURANCE

After ninety (90) calendar days of employment, the Hospital agrees to provide long term disability insurance, in an amount equal to sixty percent (60%) of the employee’s monthly salary calculated on previous year’s W-2 when coordinated with social security benefits, not to exceed a maximum benefit of nine thousand dollars ($9,000.00) after a qualifying period. If disabled, this insurance is payable to age sixty-five (65).

ARTICLE 38 - PENSION

The Hospital agrees to maintain the Quorum Health Care Corporation Retirement Savings Plan (or its successor) for the duration of this Agreement. The Summary Plan Description contains a specific description of current contribution levels. Copies of the Summary Plan Description are available in the Hospital’s Human Resources Department and on-line. If the Quorum Health Care Corporation Retirement Savings Plan is voluntarily modified by Quorum to reduce or increase contribution limits or levels for only employees covered under this Agreement, who are participants in the Quorum Health Care Corporation Retirement Savings Plan, the Hospital and the Union will negotiate the impact of those modifications on bargaining unit members. Changes required by law or that apply to all participants in the Quorum Health Care Corporation Retirement Savings Plan are not affected by this Article, and nothing in this Article shall prevent or delay any modification of the Quorum Health Care Corporation Retirement Savings Plan by Quorum.

ARTICLE 39 - UNIFORMS AND LAUNDRY

1. When employees are required to wear uniforms or special type work clothes while in the employment of the Hospital, the cost of laundering and furnishing same shall be borne by the Hospital, provided that the Hospital shall not be required to furnish or launder apparel traditionally worn by such employees in hospitals generally.

2. The Hospital will launder employee’s own apparel if the apparel is soiled by blood or other potentially infectious materials (“OPIM”). The Hospital and the employees shall follow applicable infection control policies to ensure the safety of employees.

3. Employees who are required to change in and out of uniforms or special type of work clothes that are not traditionally worn by employees of hospitals, generally, shall use paid time.
4. Dietary employees shall be furnished necessary aprons and smocks while working. **ARTICLE 40 - PHYSICAL EXAMINATIONS**

Physical or mental examinations required by the Hospital shall be promptly complied with by all employees, provided, however, the Hospital shall pay for all such examinations. Employees coming back from medical leaves of absence must have clearance from the treating Physician.

**ARTICLE 41 - MEALS**

The Hospital agrees to provide free meals for Dietary workers during the term of this Agreement. Any other alterations in meal policies or benefits applied to other bargaining units shall apply to this unit also.

**ARTICLE 42 - SAFETY AND HEALTH**

The Environment of Care Committee shall have maximum of four (4) positions for the SEIU bargaining unit. Time paid will not drive consecutive day overtime. Overtime will be paid for over forty (40) hours per week. Employees will be selected by the bargaining unit and the Union will notify administration in writing the names of those employees so selected.

Employees will comply with the hospital's Safety and Infection Control Policies.

**ARTICLE 43 - DURATION OF AGREEMENT**

The Agreement shall become effective on September 1, 2019, and shall remain in effect until 11:59 p.m. August 31, 2021 and from year to year thereafter; provided, however, that either party upon no less than ninety (90) calendar days written notice to the other party, prior to August 31, 2021, or August 31st of any subsequent year, may notify the other party of its desire to amend or terminate this Agreement upon the expiration of its then current term. If such notice to amend or terminate is timely served, negotiations shall commence between the parties within fifteen (15) days after receipt thereof. Request to amend shall be submitted with the notification.

**ARTICLE 44 – SUBSTANCE-FREE WORKPLACE**

The parties agree that the Employees covered under this Agreement shall be subject to CHS Policy B.4: SUBSTANCE ABUSE TESTING/FITNESS FOR DUTY, effective February 1, 2009 (the “Substance Abuse Policy”), as may be modified from time to time by the Hospital, a copy of which has been provided to the Union during negotiations, except as limited below. In the event the Hospital modifies the Substance Abuse Policy during the term of this Agreement, such modification shall be automatically applied to the Employees covered by this Agreement, contemporaneously with the other covered Hospital employees.

Any modifications to Policy B.4 negotiated by other SEIU Local Unions at other Community Health System (CHS) owned Hospitals shall be offered to this bargaining unit.
Appendix A
Wage Scales

Wage Scales for Year one and Year 2 Follow
APPENDIX B - 12-HOUR SHIFTS

1. The employee regularly scheduled to work three (3) twelve-hour shifts per week shall be considered a full-time employee.

2. The workday will be twelve and one-half (12 ½) hours with one-half (1/2) hour unpaid meal break.

3. For overtime purposes, the employee will receive overtime pay for hours worked in excess of thirty-six (36) hours per calendar week or in excess of twelve (12) hours in a workday in accordance with Article 20 and overtime law. Education days and hours spent in meetings will not apply. All hours worked by a full-time employee on the consecutive days of 6, 7, 8, 9, & 10 will be paid at time and one-half (1 ½) the employee’s regular base rate.

4. For shift differential purposes, the employee will receive the shift differential; based on where hours worked occur on the clock as specified in Article 25: Differentials.

5. Earned leave accrual shall be determined by the number of hours paid.

6. Twelve hour shift employees will not be routinely scheduled to work in excess of four days in a row except by mutual agreement between the employee and manager. A copy will be given to the union.
APPENDIX C RECOGNITION CLAUSE

Bargaining Unit Description

The Hospital recognizes the Union as the Exclusive bargaining agent for all employees working at McKenzie Willamette Medical Center in the following classifications:

Cardio Vascular Interventional Tech
Cardio Vascular Interventional Tech Charge
Cath Lab Asst
Central Scheduling Coordinator
Certified Surgical Tech
Clerk Generalist
Clerk Specialist
Clerk Specialist Lead
Clinical Engineer
Clinical Engineer Lead
Clinical Dietician
Clinical Pharmacist
Clinical Pharmacist Lead
CNA II
Coder Outpatient
Coder Inpatient/Outpatient
Cook
Cook Lead
Charge CT Tech
CT Tech
Custodian
Custodian Team Lead
Diagnostic Imaging Receptionist
Diagnostic Imaging Transporter
Dietary Clerk
Dietary Clerk Lead
Dietary Worker
Dietary Worker Lead
Echo Tech
Echo Tech Lead
ED Paramedic
EEG/ EKG Tech Charge
EEG/EKG Tech
EKG Tech
EKG/CCT Tech
Endoscopy Tech
Endo Tech Lead
Histology Aide
Holter Analyst
Holter Analyst Lead
Housekeeper
Housekeeper Team Lead
Interventional Rad Tech
Lab Assistant
Lab Section Coordinator
Lab Section Coordinator Charge
Lead Holter Analyst
Linen Tech
Linen Tech Lead
Maintenance Specialist
Maintenance Specialist Lead
Maintenance Worker
Maintenance Worker II
Med Tech ASCP
Medical Tech ASCP Charge
Monitor Tech
Monitor Tech Lead
MRI Tech
MRI Tech Charge
Nuclear Med Tech
Nuclear Med Tech Charge
OB Tech
OR Aide
Materials Aide OR
Patient Registration Clerk
Patient Registration Clerk Lead
Patient Transporter
Pharmacy Tech Certified
Pharmacy Tech Lead
Pharmacy Tech Student
Physical Therapy Assistant
Polysom Tech
Pre-Service Specialist
Purchasing Clerk
Purchasing Clerk Lead
Radiology Assistant
Radiology Tech
Radiology Tech Charge
Radiology Tech Intern
Registered Release of Information Specialist
Rehab Services Receptionist
Respiratory Therapist Registered
Respiratory Therapist Registered Charge
Scheduling Coord OR
Shipping and Receiving Clerk
Sterile Processing Tech II
Storeroom Clerk
Surgical Support Aide Team Lead
Switchboard Operator
Transcriptionist
Ultrasound Tech
Ultrasound Tech Charge
Unit Services Coordinator
Unit Services Coordinator Lead
WHBC Secretary

And all other positions covered in our collective bargaining units as they are defined by the National Labor Relations Act.
# McKenzie-Willamette Medical Center

**2020 and 2021 Proposed Employee Contributions**

**Medical, Dental & Vision**

*Full-Time and Part-Time - 20 hrs/week +*

<table>
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<tr>
<th></th>
<th><strong>Current 2019 Bi-weekly EE Cost</strong></th>
<th><strong>2020 Bi-weekly EE Cost</strong></th>
<th><strong>2021 Bi-weekly EE Cost</strong></th>
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<td>Medical Premium</td>
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<tr>
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<td>$11.01</td>
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LETTER OF AGREEMENT
CARDIOVASCULAR OPERATING ROOM ("CVOR")

McKenzie-Willamette Medical Center (Hospital) and SEIU Local 49 (Union) hereby mutually agree that the following terms and conditions shall apply to certified surgical technologists in the CVOR:

1. **Separate Unit.** The CVOR shall be considered a separate unit from the main operating room and will maintain separate work schedules and standby schedules and seniority pools.

2. **Standby Compensation and Scheduling.** Bargaining unit members in the CVOR who are scheduled for or work more than a specified number of hours of standby in a four-week schedule cycle shall receive one and one-half (1 ½) times the rate of standby pay cited in Article 27 for standby hours in excess of the specified number of hours according to the following formula:

<table>
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<tr>
<th># of Qualified Surgical Technologists or other non-management staff Qualified and Available to Provide Call Coverage</th>
<th># of Standby Hours</th>
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</thead>
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<tr>
<td>3</td>
<td>260</td>
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<tr>
<td>4</td>
<td>192</td>
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<tr>
<td>5</td>
<td>136</td>
</tr>
<tr>
<td>6</td>
<td>112</td>
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</tbody>
</table>

Standby hours will be equitably distributed among surgical technologists.

3. **Minimum Compensation Guarantee.** Surgical technologists in the CVOR shall be guaranteed compensation for eighty-five percent (85%) of his/her scheduled position hours per pay period. This guarantee includes call back hours worked, but does not include standby hours. At such time as the Hospital employs three (3) or more qualified Surgical Technologists, the Minimum Compensation Guarantee under this Section 3 shall cease.

4. **Low Census Assignment.** Surgical technologists who would have been cancelled or placed on standby may be floated to the main operating room for orientation or, if already oriented, to fulfill a documented staffing need in that department. When floated to the main operating room while remaining available to the CVOR, the surgical technologist will be released to return to the CVOR within thirty (30) minutes of being notified that their services are needed there.
LETTER OF AGREEMENT
ENDOSCOPY

McKenzie-Willamette Medical Center (Hospital) and SEIU Local 49 (Union) agree to the following terms and conditions to ensure consistency and fairness with daily staffing in the Endoscopy Unit and to provide clear directions regarding staffing before and during shift.

Endoscopy technicians will not be required to maintain a percentage for staffing purposes.

Beginning of shift cancellation/staffing adjustment:
If Endoscopy does not require both technicians (i.e., there are no cases scheduled):
• Senior tech takes a SB for ENDO and junior tech is released to house.
• If House (hospital) does not need junior tech as CNA, they are cancelled.

During the shift staffing adjustment:
If workload distribution calls for only one Endo technician (as determined by Charge Nurse), the senior Endo tech will complete the duties and the junior tech will be released to House or be sent home. This applies even if senior tech will only get one additional hour and junior gets remainder of shift.

Holidays:
An Endoscopy technician will be on call for all recognized holidays. Rotation of those holidays will be based on the previous year’s holiday schedule. If an employee works on Christmas and has Thanksgiving off during one year, then they will work Thanksgiving and have Christmas off the next year.
LETTER OF AGREEMENT
DUAL MODALITY

Dual Modality in Diagnostic Imaging- Dual Modality is defined as a Tech that is both qualified and utilized to do more than one modality. Because the hospital benefits by not being required to staff more than one employee to do multiple modalities the hospital agrees to pay dual modality. Dual modality pay of one dollar and thirty cents ($1.30) additional per hour will be paid when the following conditions are met:

1. An employee whose primary job code is in a lower paid classification who is also required and competent to fulfill the classifications of a higher paid modality within the diagnostic imaging area.

-OR-

2. An employee is utilized and also is required and competent in two or more higher paying modalities within the diagnostic imaging area.

3. It is agreed upon that no employee in their current job after this letter of agreement will suffer any reduction in their compensation package as a result of this agreement.

4. It is not the hospital’s intent to utilize dual modality in lieu of its current practice of hiring employees into higher paying modalities when positions are vacated or deemed necessary to be filled or when census is such that more than one modality is needed on a shift.
SIDELETTER ON "FINLEY HOSPITAL" TEXT

The Parties agree that each and every compensation provision set forth in Article 23 – Wage Rates -- is intended to remain "status quo" upon and following the expiration of this Agreement (pursuant to Article 43 -- Duration of Agreement), such that the specific rate of such compensation in effect upon expiration shall remain unchanged unless and until a new collective bargaining agreement succeeding this Agreement is reached or the Parties reach a lawful impasse in negotiations toward a new collective bargaining agreement intended to succeed this Agreement.

The Parties agree that the provisions set forth in this Sideletter are specifically intended to constitute a clear and express statutory waiver by the Union of any statutory or contractual right which otherwise would inure to the benefit of the Union and/or the Employees represented by the Union for the purposes of collective bargaining who are covered by this Agreement relative to the compensation provisions of this Agreement referenced above -- Thus, the parties agree that the provisions of the Sideletter are specifically intended to negate the holding of the National Labor Relations Board in The Finley Hospital, 359 NLRB No. 9 (September 28, 2012) and the underlying rationale of the National Labor Relations Board in The Finley Hospital, supra.
Signed this 1st day September 2019

For McKenzie-Willamette Medical Center:

Julie Cavinee, Director of Human Resources

David Elgarico, Chief Executive Officer

For Service Employee International Union, Local 49

Meg Niemi, President SEIU 49

Andrew Barnes, SEIU 49