

REC'D MAY 0 8 2018

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OFNHP STAFF UNION (UFCW LOCAL 1439)
AND
OREGON FEDERATION OF NURSES AND
HEALTH PROFESSIONALS (AFT LOCAL 5017)**

SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION AND UNION SECURITY	1
ARTICLE 2 - PROBATION.....	3
ARTICLE 3 - PERSONNEL FILES.....	3
ARTICLE 4 - DISCIPLINE.....	3
ARTICLE 5 - COMPENSATION & WORK WEEK.....	4
ARTICLE 6 - LEAVES OF ABSENCE	4
ARTICLE 7 - HEALTH, DENTAL, LIFE, & SHORT-TERM DISABILITY	7
ARTICLE 8 - RETIREMENT	7
ARTICLE 9 - VACATION	10
ARTICLE 10 - HOLIDAYS.....	11
ARTICLE 11 - EXPENSES	11
ARTICLE 12 - MISCELLANEOUS	12
ARTICLE 13 - JOB POSTING AND SENIORITY	14
ARTICLE 14 - GRIEVANCE PROCEDURE	15
ARTICLE 15 - MANAGEMENT RIGHTS.....	17
ARTICLE 16 - SAVINGS CLAUSE.....	17
ARTICLE 17 - SUCCESSIONSHIP/MERGER.....	17
ARTICLE 18 - CHANGE, DURATION, AND RENEWAL OF CONTRACT.....	18
ARTICLE 19 - STAFF UNION INVOLVEMENT.....	18
APPENDIX A - WAGES	19
APPENDIX B - JOB DESCRIPTIONS.....	21
LETTER OF UNDERSTANDING REGARDING PLACEMENT OF EMPLOYEES ON NEW WAGE SCALE	23
SIGNATURE PAGE – LETTERS OF AGREEMENT	24

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OFNHP STAFF UNION (UFCW LOCAL 1439)
AND
OREGON FEDERATION OF NURSES AND
HEALTH PROFESSIONALS (AFT LOCAL 5017)**

SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020

ARTICLE 1 - RECOGNITION AND UNION SECURITY

1.1

- A. The Oregon Federation of Nurses. and Health Professionals (the Employer) hereby recognizes the OFNHP Staff Union, UFCW Local 1439 (the Union), as the exclusive representative of all professional employees in the job titles of Internal Organizer, Communications Organizer, Executive Administrative Coordinator and management employees, including, but not limited to the President, and excluding:
- B. Members of any of the OFNHP represented Bargaining Units released by their employer on a temporary basis, not to exceed six (6) months.
- C. Employees of the AFT International Union, or its affiliates.
- D. Positions fully funded and employed by the employers of the members of the bargaining units represented by OFNHP (AFT, Local 5017).
- E. Employees represented by OPEIU, Local 11.
- F. Temporary Staff, not included in 1.1 A and B above, hired by the Employer, not to exceed ninety (90) days in duration without the written agreement from the Union.
- G. Confidential Employees.

- 1.2** It is the intent of the Employer to honor bargaining unit work, and not to displace bargaining unit employees with workers described above, with the understanding that the parties agree that members of the OFNHP will from time to time perform services which may be considered bargaining unit work.

- 1.3 Should any new job classifications be established by the Employer, the Employer and the Union will meet to negotiate appropriate rates of pay for such classifications.
- 1.4 All present employees shall, within thirty-one (31) days of the execution of this Agreement, become and remain members in good standing of the Union by paying the regularly required dues and initiation fees, if applicable. Where contained in this Article, the terms "membership" or "member" shall be interpreted to include the term "financial core membership" or "financial core member," and are subject to the limitations contained in the National Labor Relations Act, and applicable court rulings or decisions by the National Labor Relations Board.
- 1.5 All employees in classifications covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement shall, on or before the thirty-first (31st) day following the beginning of their employment, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.
- 1.6 Employees who are required to join the Union or pay regular fees and who fail to do so shall, upon notice in writing from the Union to the Employer of such failure, be terminated. However, the Employer shall have sixty (60) days to recruit a replacement before any employee is terminated for failure to comply with the provisions of this Article. In cases where termination of an employee would result in a critical staffing situation, the sixty (60) day period may be extended by mutual agreement between the Parties. Such an extension will not be unreasonably denied by the Union.
- 1.7 Those employees who are supervisory or confidential employees under the National Labor Relations Act shall not be subject to Article 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 17, and Appendix A, B and Letters of Agreement which are contained elsewhere in this agreement.
- 1.8 Payroll Deduction of Dues
- A. The Employer shall deduct from each employee's wage the amount of Union dues or fees, as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Employer with a written agreement authorizing such deductions. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of this Agreement, whichever occurs sooner.

- B. Deductions for dues or fees shall be made on each pay period and shall be promptly remitted to the Union.

ARTICLE 2 - PROBATION

- 2.1 Employees covered by this Agreement shall be subject to a probationary period which shall end six (6) months after date of employment. The probationary period may be extended for an additional ninety (90) days beyond the above referenced periods by mutual agreement. The total probationary period shall not exceed one year. Any discussion of extending probation will include a Union Representative and documentation indicating performance issue(s).

ARTICLE 3 - PERSONNEL FILES

- 3.1 Only one (1) file for each employee shall be kept.
- 3.2 The employee shall be notified in writing when any material is to be placed in the file. The employee shall have the right to add material to the file relating to the employee's qualifications and service.
- 3.3 The employee shall also have the right to attach dissenting or explanatory material to any material contained in the file and, upon written request, shall be given a copy of any material in the file.

ARTICLE 4 - DISCIPLINE

- 4.1 The Employer may discipline any employee only for just cause and shall follow the principle of progressive discipline except in cases of significant misconduct. The ordinary progression shall be as follows:
 - A. Verbal warning with a note for the file.
 - B. Written warning.
 - C. Suspension without pay.
 - D. Termination.
- 4.2 Discipline shall be in private and in writing, and a copy of any discipline shall be provided to the employee at the time of discipline with a copy provided to

the Union.

ARTICLE 5 - COMPENSATION & WORK WEEK

5.1 Salary

- A. Workers in all classifications covered by this Agreement shall receive a salary paid twice monthly, based on their placement on the salary schedule in Appendix A. Workers shall advance to the next step after one (1) year of employment at each step. Employees shall have the right to receive their pay via direct deposit.

5.2 Work Week/Hours

- A. A normal five-day workweek is agreed to by both Parties. Any five days during a calendar week shall be a normal workweek, although it is mutually recognized between the Parties that the sixth (6th) and seventh (7th) workday may, from time to time, be necessary and/or be required as a condition of employment. The Employer shall continue to engage in good faith efforts to offer and maintain flexible schedules and hours, promote work-life balance, and ensure that employees generally have weekends off of work. However, the days of work can be changed by mutual agreement to accommodate the employee and the work flow of the Employer.
- B. The Employer and employee acknowledge that weekend and evening work will occur and that time off during normal office operation hours may be arranged by mutual agreement and will be determined by workload.
- C. Compensatory Time. In recognition of the long and variable hours required of employees, one (1) day of compensatory time will be granted to each employee each month. Compensatory time must be approved by management. Compensatory time must be used by the end of the month following the month in which it was accrued.

ARTICLE 6 - LEAVES OF ABSENCE

6.1 Sick Leave

- A. Sick leave shall be earned at the rate of one (1) day of sick leave per month of service.
- B. Sick leave may be accrued without a cap.
- C. Sick leave may be used during periods of illness, or when the employee is absent to attend to an ill family member.
- D. Sick leave may be coordinated by employees with other payments such as Worker's Compensation or disability insurance to enable employees to meet their usual weekly earnings.
- E. Family member as used in this Contract shall mean the employee's spouse or equivalent person, parents, children and dependents of the employee, spouse or equivalent person, and other persons normally residing in the employee's immediate household.

6.2 Funeral Leave

- A. Each employee shall be granted three (3) days paid bereavement leave per occurrence OR five (5) days if the employee travels more than 500 miles one-way.
- B. Funeral Leave may be used in the event of death of a spouse, sibling, child, step-child, foster child, parent, stepparent, grandparent, grandchildren, parent-in-law, son or daughter-in-law, domestic partner, or other loved one as approved on a case-by-case basis by management.

6.3. Education Leave

- A. Each employee shall be granted five (5) educational days during each fiscal year to attend seminars or conferences the employee requests and that the Employer deems related to the employee's job.
- B. The Employer shall provide for expenses incurred in connection with this leave up to two thousand dollars (\$2,000) each fiscal year per employee.

6.4 Jury Duty

- A. No employee shall suffer any loss of pay due to either jury duty

or subpoena.

- B. Any fees paid to the employee in connection with the above shall be endorsed to the Employer.

6.5 Parental Leave

- A. An employee may take six (6) months (or longer if granted by the Employer) parental leave for the birth or the adoption of a child. An employee may use accrued sick leave and vacation; subsequent parental leave shall be an unpaid leave.

6.6 Medical Disability Leave

- A. Employees who have completed their probationary period may take up to six (6) months in unpaid leave for the purpose of tending to a medical disability for the employee or member of the employee's family. This leave may be extended by mutual agreement between the Employer and the employee.

6.7 Union Officer

- A. An employee covered by this Agreement who is an elected officer of UFCW Local 1439 shall be granted a leave of absence without pay and without loss of seniority for a period not to exceed two (2) days per month and an additional two (2) weeks per year. Such leaves shall be for the purpose of fulfilling the employee's responsibilities as an elected officer of UFCW Local 1439. Requests for such leave shall be made in writing.

6.8 Union Stewards or Delegates

- A. The Employer agrees to allow Union Stewards or Delegates off work to attend a Union convention or conference for up to (but not to exceed) seven (7) consecutive regular workdays per contract year. The Employer shall compensate the employee for one-half (1/2) of up to the first seven (7) work days off under this section. Additional time requested will not be unreasonably denied and shall be without pay.

6.9 Other Leaves of Absence

- A. Leaves of absence of up to six (6) months may be granted by the Employer to employees who have completed one (1) year of service subject to staffing and work requirements. Requests

for leaves of absence shall be submitted at least six (6) months in advance of the date the proposed leave is to begin.

- 6.10 Employees on unpaid leave shall not earn seniority for the period of unpaid leave. Employees granted an unpaid leave shall use their balance of paid vacation and compensatory days at the commencement of their leave. The total time off for the leave shall not exceed six (6) months.
- 6.11 Employees shall notify the Employer of their expected return one (1) month in advance of their return date.
- 6.12 Employees on unpaid leave may continue participation in the insurance programs at their own expense.

ARTICLE 7 - HEALTH, DENTAL, LIFE, & SHORT-TERM DISABILITY

- 7.1 The Employer agrees to pay the full cost of full family coverage for Health (including vision) and Dental insurance. Coverage may be extended to workers' domestic partners if such coverage may be purchased from the carrier.

For the life of this Agreement, the Employer shall maintain for the employees its existing health insurance plans, or other plan(s) which provide benefits equal to or better than the existing plan(s), if such plan(s) exist.

- 7.2 The Employer shall provide for employee's short-term disability as provided through Oregon's Worker's Compensation insurance Law. The Employer shall pay all premiums.
- 7.3 The Employer will provide Long-term Disability, Short-term Disability and Life Insurance coverage for all employees.
- 7.4 Upon request by either party, the parties shall meet and agree to a Letter of Understanding regarding health coverage for Medicare eligible employees. Such coverage shall be equivalent to that provided by the Employer to the remainder of the bargaining unit.

ARTICLE 8 - RETIREMENT

8.1 Defined Benefit Contribution Rate

- A. Effective June 1, 2018, the Employer shall contribute three dollars and ninety-six cents (\$3.96) per each straight time

compensable hour pursuant to this Agreement into the Oregon Retail Employees Pension Plan, or its successor.

B. Effective June 1, 2019, the Employer shall contribute four dollars and six cents (\$4.06) per each straight-time compensable hour pursuant to this Agreement into the Oregon Retail Employees Pension Plan, or its successor.

C. Effective June 1, 2020, the Employer shall contribute four dollars and sixteen cents (\$4.16) per each straight-time compensable hour pursuant to this Agreement into the Oregon Retail Employees Pension Plan, or its successor.

8.2 It is further understood and agreed that the above-referenced Trust Fund shall, at all times, qualify for approval by the Bureau of Internal Revenue of the U.S. Treasury Department, so as to allow the Employer an income tax deduction for the contributions paid hereunder.

8.3 Allocation of Trust Contribution. Twelve cents (12¢) per hour of the hourly contribution rate shall be contributed to improve Trust funding, and shall be outside the benefit formula. At such time that the Trust Actuary determines the fund is sufficiently overfunded this twelve-cent (12¢) contribution will be incorporated inside the benefit formula.

8.4 Rehabilitation Plan. Pursuant to the Pension Protection Act of 2006 (PPA 2006), both parties agree to adopt and implement Schedule 1 of the May 14, 2010 Rehabilitation Plan of the Oregon Retail Employees Pension Trust (Trust). Said rehabilitation plan includes additional supplemental contributions of twenty-three cents (\$0.23) above those mentioned above. At such time that the Trust Actuary determines that any portion of this additional contribution is no longer needed for the rehabilitation plan, the portion not needed for the rehabilitation plan shall be incorporated inside the benefit formula.

8.5 The contributions required by this Article are due and payable the first (1st) day of the month, however only if payment is not made by the twentieth (20th) of the month, shall it be considered a violation of this Agreement.

8.6 The Employer and the Union accept and agree to be bound by the terms of the existing Pension and Health and Welfare Trust Agreements established under the terms of this Agreement. By this acceptance, the Employer agrees to and shall become a party to each of said Trusts with the same force and effect as though the Employer had executed the original declarations. Further, the Employer accepts as his representatives for the purposes of these Trust Funds, the Employer Trustees serving on the Board of Trustees

of said Trust Funds and their duly appointed successors. Any amendments that from time to time may be made to the aforesaid Trusts shall be binding upon the Employer.

- 8.7 Insofar as payments by the individual Employer into Trust Funds provided in this Article of this Agreement, time is of the essence. The Parties recognize and acknowledge that the regular and prompt payment of amounts due by the individual Employers to these Funds is essential to the operation of the Trusts and the provisions of benefits and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to these Funds and to the covered employees which will result from the failure of an individual Employer to make such monthly payments in full within the time provided.

Therefore:

Any Employer who willfully fails to make contributions to the Trust Funds in accordance with the requirements of the Article may be deemed by the Trustees to be in default. The term "willfully fails to make contributions" means an intentional failure to contribute with the knowledge that such contributions are due. If the failure to contribute by the Employer is found by the Trustees to have been caused by a miscalculation or by lack of knowledge that such contributions are due, the Employer will not be in default. The Trustees may, after written notice to an Employer, declare him to be in default.

In the event that an Employer is held by the Trustees to be in default, the Trustees may in their discretion, without notice to said Employer, bring suit pursuant to this Article to recover the amounts due. An Employer in default shall pay all attorney's fees, court costs, disbursements and any other expenses necessarily incurred by the Trustees in recovering overdue contributions (whether or not court action is actually commenced) together with interest on the overdue contributions accruing from the date of default at the rate of ten percent (10%) per annum. Venue for actions by the Trustees against defaulting Employers shall be Multnomah County, Oregon.

8.8 Defined Contribution Plan

- A. Contributions begin upon beginning of employment at which time the employee is fully vested for 100% of contributions.
- B. Effective March 23, 2003, the Employer shall contribute five percent (5%) of each employee's monthly wages into the defined contribution plan. The Employer shall provide an option for each employee to contribute an additional amount on a pre-

tax or post-tax basis to his or her retirement account.

- C. The employee's retirement will be funded at the completion of each month into a predetermined retirement security program.

ARTICLE 9 - VACATION

- 9.1 Entitlement. All employees shall be entitled to and shall receive annual vacation time on the following basis:

	0-5 years of service	-	4 weeks
	5+ years of service	-	5 weeks

This annual vacation time shall be advanced to each employee on their anniversary date (or their first date of employment) each year, but shall be accrued on a daily basis. "Employment" used in this section shall mean the total service with OFNHP (AFT Local 5017) or another AFT Local or AFT International Union. Management should give consideration for employees who have prior service in the Labor Movement.

- 9.2 Requirements to take vacation time. Employees may not have more unused vacation time in their bank than ten (10) weeks total. Vacation accrual shall cease until such time as the vacation bank is less than ten (10) weeks total. If an employee wishes to take vacation time before the pay period in which vacation time would be lost, no reasonable request will be denied. No accrual credit shall be made for days not accrued due to this paragraph.
- 9.3 Seniority Applied. If more employees request vacation than can be accommodated during any period, requests shall be honored in the order they were submitted. If more than one request is submitted at the same time, then seniority shall prevail.
- 9.4 Scheduling of vacation time. An employee may take vacation time in segments of one (1) day or more upon agreement between the employee and the Employer. Vacation periods greater than two (2) consecutive workweeks may be taken with the approval of the Employer. Requests for time off, including last minute requests, shall not be unreasonably denied.
- 9.5 Holiday and Vacation Time. When a holiday occurs during an employee's vacation, such holiday will be counted for that employee in lieu of any requested vacation for that day.

- 9.6 Pay at Termination. Upon termination of employment for any reason, employees shall receive a cash-out of all accrued but unused vacation time. Used but unaccrued vacation days shall be deducted from the cash out.

ARTICLE 10 - HOLIDAYS

10.1 Ten (10) holidays will be observed.

A. Holidays are as follows:

1. New Year's Day
2. Martin Luther King Jr. Day
3. May Day
4. Memorial Day
5. July 4th
6. Thanksgiving Day
7. The Day after Thanksgiving Day
8. Christmas Eve
9. Christmas Day
10. New Year's Eve

10.2 Holidays falling on Saturday shall be observed on the preceding Friday; and those falling on Sunday shall be observed on the following Monday.

10.3 If an employee agrees to work on a holiday, then they will be afforded a floating holiday of their choice.

ARTICLE 11 - EXPENSES

11.1 The Employer shall reimburse the employee for all normal and reasonable work expenses, including "out-of-town" lodging and meals, and all travel expenses, connected with the Employer's business and necessary purchases of services and supplies. Employees will provide receipts for all expense reimbursement requests.

11.2 Transportation Allowance

- A. The employee will use his or her personal automobile for the performance of the Employer's business and maintain the automobile in good working order. The Employer will provide each employee with a transportation allowance of \$110.00 each month.

The Employer will provide each internal organizer and communications organizer with a transportation allowance of \$120 per month. The Employer shall also provide a roadside assistance program of its choice.

- B. The Employer agrees to reimburse the employee for all business trips at the current IRS rate.
- C. The employee shall account to the Employer on a monthly basis the amount of mileage driven for business purposes.

- 11.3 Reimbursements will be made promptly on the date of payroll or as arranged with the Employer. In order to receive reimbursement, expense reports will be provided to the Employer within ninety (90) days. At the end of each fiscal year, each employee will provide the Employer with all outstanding expense reports for the fiscal year.

ARTICLE 12 - MISCELLANEOUS

- 12.1 Legal Assistance and Detention. If, in the course of assigned duties, an employee is embroiled or threatened with legal action, the Employer will provide all legal and financial assistance, including the payment of all fines and bail.

12.2 Non-Discrimination

- A. The Employer and the Staff agree that each will fully comply with applicable non-discrimination laws and regulations regarding discrimination and will not discriminate against any employee because of such person's race, religion, color, national origin, ancestry, gender, age, marital status, sexual orientation, or the membership in and/or activity on behalf of the Union. The Employer shall provide a safe and healthy work environment.

Both parties agree to encourage any employee who believes there has been a violation of this section of the Agreement to utilize the internal review procedure established by the Employer and the Union. If an employee chooses to utilize the internal review procedure, he/she shall not waive his/her right to use the grievance procedure, or other legal remedies available to them, and shall have the option of filing a grievance starting at Step 2 within ten (10) calendar days of the decision resulting from the internal review procedure.

- B. The Employer acknowledges a responsibility to provide a work environment free of any type of harassment, including sexual harassment. Both parties agree that there will be no discrimination on the basis of sexual preference, political affiliation, or marital status. Both parties agree to encourage any employee who believes they have been subjected to harassment to utilize the internal review procedure established by the Employer and the Union, or if he/she believes there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, they shall not have waived their right to use the grievance procedure, or other legal remedies available to them, and shall have the option of filing a grievance, starting at Step 2, within ten (10) calendar days of the decision from the internal review procedure. If the Employer and Union jointly agree harassment education is necessary or requested, training will be provided on paid time.

12.3 Employee Orientation

- A. New OFNHP staff shall receive an orientation in their first two (2) weeks of employment that covers the procedures, policies and practices of the Employer's operation. Job shadowing, with the support of management, will be provided as well.

12.4 Inclement Weather, Natural Disaster, Public Emergency

- A. An employee whose arrival at work may be delayed or made impossible due to any of the above, will suffer no loss of pay.
- B. The Employer will permit early departure from work for these circumstances without loss of pay.
- C. In the offices of the OFNHP are closed, the employees will be compensated during such time at their usual rate of pay.

D. Nothing heretofore shall prohibit the Employer from requesting that the employee perform duties that may reasonably be accomplished from his or her home.

E. Nothing heretofore shall prohibit the employee from working at the office during such times if they choose to do so.

12.5 The Executive Director and the Executive President shall be the primary liaisons through which bargaining unit work is assigned, directed, and supervised.

ARTICLE 13 - JOB POSTING AND SENIORITY

13.1 All bargaining unit job vacancies will be announced to the Union Steward verbally or in writing by the Employer ten (10) days before posting for outside applicants.

13.2 Seniority shall mean the length of service of permanent workers with the Employer.

13.3 At such time as the Employer believes there may be a need for a reduction in force, the Employer shall inform the Union in writing, and the parties will meet to attempt to find ways to avoid the reduction. If, after attempts to find alternatives to the reductions, it becomes necessary to permanently reduce the workforce in any fashion, any laid off employee shall receive two (2) weeks compensation for each year worked, with partial years prorated on a monthly basis with no minimum. Under no circumstances shall the Employer provide the Union with less than a sixty (60) day advance notice of any reduction.

13.4 In the event the Employer proceeds with layoffs, the Employer shall implement the layoff in the bargaining unit classification affected as follows (provided that the remaining employees have the ability to perform the needed work with reasonable orientation). The Parties agree that seniority shall be the primary factor in determining layoffs whenever possible.

A. Temporary workers (including consultants, contractors, or any other worker doing bargaining unit work in a non-permanent position);

B. Full and part-time probationary workers;

C. Full and part-time non-probationary workers in inverse order of

seniority.

- 13.5 The least senior worker in the location experiencing a layoff shall have the right to bump the least senior worker in the affected classification in the Local. Any employee laid off or demoted shall be placed on a reinstatement list for a period of eighteen (18) months. In reinstating laid off workers, the most senior person on the reinstatement list in the classification to be reinstated shall be the first person offered reinstatement.
- 13.6 Permanent and full and part-time staff shall be placed on a reemployment list in inverse order of layoff. Laid off probationary workers shall be placed on the reemployment list following any permanent and full and part-time staff on the list. Vacancies shall be offered to persons on the reemployment list in inverse order of layoff.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Definition

- A. A grievance within the meaning of this Contract shall be any controversy or dispute arising between the Parties relating to any dispute between the Parties involving the interpretation or application of any Employer policy or procedure; OR any dispute between the Parties involving the interpretation or application of any provision of this Contract.

14.2 Grievance Procedure

- A. If a complaint arises regarding any dispute as defined above, it shall be addressed with the employee's immediate supervisor within ten (10) working days of the incident prior to taking any steps toward the filing of a formal grievance.
- B. If the complaint remains unresolved, the employee or the Union has the right to proceed with the grievance procedures as outlined below.
- C. Step 1. Employee complaints arising under the terms of this labor agreement as defined above shall be filed with the employee's immediate supervisor by the employee, Steward, or Union Representative in writing within twenty (20) working days of the employee's knowledge of the dispute. The supervisor shall respond within ten (10) working days. All correspondence regarding the grievance shall be in writing and copies shall be

sent to the grievant and the Union Representative.

- D. Step 2. If the grievance is unresolved at Step 1, the employee or Steward or Union may file the grievance in writing with the OFNHP President within ten (10) working days of the due date in Step 1. The President shall respond within ten (10) working days. All correspondence regarding the grievance shall be in writing.
- E. Step 3. If the grievance is not resolved to the satisfaction of the parties at Step 2, the Union shall have ten (10) working days to notify the Employer of its intent to mediate and/or arbitrate. A grievance may only be referred to mediation by mutual agreement of the parties.

14.3 Mediation Procedure

- A. The mediator will be from the Federal Mediation and Conciliation Service.
- B. The expense and fees of the mediator shall be shared equally by the parties.
- C. Neither court reporters, note takers, nor recording devices shall be allowed to be present at the proceedings. The mediation proceedings shall be entirely informal in nature.
- D. If the grievance is not settled, withdrawn or granted pursuant to these procedures, the Union may choose to arbitrate.

14.4 Arbitration

- A. If the grievance is unresolved after Step 3, the Union shall notify the Employer's President or designee that the grievance will proceed to arbitration within twenty (20) working days of the Step 2 response or within twenty (20) days of the date the mediation meeting was held, if applicable.
- B. A list of five (5) potential arbitrators shall be requested from the Federal Mediation and Conciliation Service Metropolitan Panel.
- C. Upon receipt of the names, the Parties shall alternately strike names until one (1) name remains. The Parties may mutually agree to strike the list and request a new list of arbitrators.

- D. The first strike will be taken by the Union and the final name shall be that of the arbitrator who shall hear the grievance and whose decision shall be final and binding upon the Parties.
- E. The arbitrator's fees and expenses shall be borne by the losing party.
- F. Neither party shall be obligated to the cost of a stenographic transcript. However, if the arbitrator requests that a transcript be made of the hearing, then the costs of the transcript shall be considered cost of the arbitration.
- G. The arbitrator shall have no authority to add to, subtract from, or modify the terms of the Contract.
- H. As used in this Article, "working days" constitute any day on which the Employer is open for business.

ARTICLE 15 - MANAGEMENT RIGHTS

- 15.1 Except as otherwise expressly provided in this Agreement, OFNHP reserves the right to manage its operations and direct its employees within applicable law.

ARTICLE 16 - SAVINGS CLAUSE

- 16.1 If any provision of this Agreement is found to be illegal or unenforceable by a government agency or court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect. In such cases, and when necessary, the parties will meet promptly and attempt to negotiate a substitute to the invalidated provisions.

ARTICLE 17 - SUCCESSIONSHIP/MERGER

- 17.1 In the event of a merger or consolidation of Oregon Federation of Nurses and Health Professionals with another labor organization, the Employer and the Union agree that the OFNHP staff union shall, through the representative(s) of the members' choosing, be invited to participate in all discussions involving said merger or consolidation, between representatives of OFNHP and the other labor organization, parties of the successor organization, or the AFT International.

Notwithstanding the preceding subsection, the current Collective Bargaining Agreement and Letters of Agreements shall remain in full force and effect and binding on the parties, and on any successor organization created as a result of the merger or consolidation, for the remainder of the terms of the current agreement. OFNHP will not agree to finalize unless the successor organization agrees in writing to be bound by this Agreement. However, if OFNHP Staff Union and OFNHP or the successor organization mutually agree, the parties may reopen the current Collective Bargaining Agreement prior to the end of the term of the current Agreement.

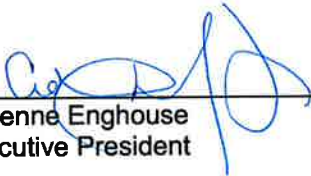
ARTICLE 18 - CHANGE, DURATION, AND RENEWAL OF CONTRACT

- 18.1 Changes in this Contract may be made at any time with mutual consent of both Parties.
- 18.2 This Contract shall be in full force and effective for three years from September 1, 2017 through August 31, 2020, and shall continue in effect thereafter unless and until either party gives notice in writing at least sixty (60) days prior to any expiration or modification of its desire to terminate or modify this Contract.

ARTICLE 19 - STAFF UNION INVOLVEMENT

- 19.1 The Staff Union shall participate in the budgetary process of the Employer (including discussions with AFT-Healthcare relating to the Organizing and Political Action budget).

For and on behalf of OREGON FEDERATION OF
NURSES AND HEALTH PROFESSIONALS



Adrienne Enghouse
Executive President

4-26-18
Date

For UNITED FOOD & COMMERCIAL WORKERS
LOCAL NO. 1439


Eric Renner
President

5-1-18
Date


Gabriel Erbs
OFNHP Staff Union, UFCW Local 1439

4/23/18
Date

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OFNHP STAFF UNION (UFCW LOCAL 1439)
AND
OREGON FEDERATION OF NURSES AND
HEALTH PROFESSIONALS (AFT LOCAL 5017)**

SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020

APPENDIX A - WAGES

A.1 The Salary Table for Internal Organizer & Communications Organizer and Executive Administrative Coordinator job classifications is below.

Rate Effective September 1, 2017			
	<u>Tenure</u>		<u>09/01/2017</u>
	Step 1	-	\$83,311.06
	Step 2	-	\$88,518.00
	Step 3	-	\$93,724.94
	Step 4	-	\$98,931.88
	Step 5	-	\$104,138.83

A.2 The table above which is effective September 1, 2017: increase all pay grades and classifications and steps by 3% from the rates of August 31, 2017.

Effective September 1, 2018: all pay tables will be increased by the annual pay increase achieved for members of Registered Nurses Bargaining unit at Kaiser, with a minimum pay increase of 1% and a maximum of 4% annually.

Effective September 1, 2019: all pay tables will be increased by the annual pay increase achieved for members of Registered Nurses Bargaining unit at Kaiser, with a minimum pay increase of 1% and a maximum of 4% annually.

A.3 Step Placement. Upon hire of new Internal Organizers or Communication Organizers, the Employer shall award:

A. 1 step on the wage scale per 1 year of previous experience as an organizer, representative, or business agent for a labor union or worker center.

B. 1 step on the wage scale per 2 years of non-union/non-worker

center community or political organizing experience.

A.4 Upon hire of new Executive Administrative Coordinators, the Employer shall award:

A. 1 step per 1 year of experience in bookkeeping accounting or benefits administration.

A.5 Special Step and Range Adjustments

A. Ida Baumer will be advanced an additional pay step on March 1, 2018.

B. Gabriel Erbs will be advanced an additional pay step on September 1, 2018.

C. Joe West will be advanced an additional pay step on September 1, 2018.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OFNHP STAFF UNION (UFCW LOCAL 1439)
AND
OREGON FEDERATION OF NURSES AND
HEALTH PROFESSIONALS (AFT LOCAL 5017)**

SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020

APPENDIX B - JOB DESCRIPTIONS

B.1 Internal Organizer Job Classification

- A. Internal Organizer. The Internal Organizer will represent and organize union members at the workplace including organizing, political action, bargaining and other activities. Job duties include effectively addressing member and employer questions and problems; ensuring compliance with collective bargaining agreements; processing grievances; preparing for and presenting arbitrations; attending meetings, pickets, seminars, and conferences; visiting locations and disseminating information; communicating with the union membership; and, recruiting, training, monitoring, and utilizing stewards. The Internal Organizer will work otherwise as directed.
- B. Steward Organizer & Educator. The Steward Organizer and Educator is an Internal Organizer who will recruit, assess and train stewards on an ongoing basis. The Steward Organizer and Educator works with union staff, the Coalition of Kaiser Permanente Unions staff and community/union-based partners to plan and implement trainings and classes for stewards and leaders. These classes will provide education and skills development for and about workers and their organizations, including but not limited to: union steward training, collective bargaining training, leadership and organizational development, community-labor alliances, labor history, law, and economics, and organizing. The Steward Organizer and Educator will do strategic outreach to the labor community and be a resource to union staff, members and union partners. The Steward Organizer and Educator will work otherwise as directed.

B.2 Communication Organizer Job Classification

- A. Communications Organizer. The Communications Organizer will develop and implement the communication plans for the union including organizing, political action, bargaining and other activities. The Communications Organizer writes, edits and desktop publishes union newsletters (targeted at specific collective bargaining units) and other communication materials; helps oversee the union's worksite flyer distribution system; sets up communication systems, and works with staff to provide high quality, timely flyers and newsletters; works with members to develop a system of communications that are relevant and useful to the broader membership; develops web, mass email, union branding and social media strategies and implement them; writes press releases, arranges press conferences and works extensively with media. The Communications Organizer will work otherwise as directed.

B.3 Executive Administrative Coordinator Job Classification.

- A. Executive Administrative Coordinator. The Executive Administrative Coordinator will ensure that the financial accounts and records and human resource records and functions of the union are kept in good order. The Executive Administrative Coordinator processes payroll, ensuring accuracy and timeliness; tracks and report bank deposit information; maintains and reconciles petty cash; updates staff benefit information and eligibility dates, tracks insurance eligibility and ensures enrollment forms are submitted in a timely manner; maintains current personnel information and files; assists in expense tracking; ensures that all original receipts are securely filed away; checks accuracy of time sheets; maintains any additional records and systems as needed. The Executive Administrative Coordinator will work otherwise as directed.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OFNHP STAFF UNION (UFCW LOCAL 1439)
AND
OREGON FEDERATION OF NURSES AND
HEALTH PROFESSIONALS (AFT LOCAL 5017)**

SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020

**LETTER OF UNDERSTANDING REGARDING
PLACEMENT OF EMPLOYEES ON NEW WAGE SCALE**

This Side Letter of Agreement is entered into between OFNHP Staff Union (UFCW Local 1439), referred to as the "Union", and Oregon Federation of Nurses and Health Professionals (AFT Local 5017), referred to as the "Employer", for the purpose of describing how employees in the Internal Organizer and Communications Organizer Job Classifications will be placed on the new wage scale reached in bargaining in 2014.

The new step placements outlined below will take effect September 1, 2014.

	Sharon Culley will be placed on the new wage scale at step 5.
	John Scott will be placed on the new wage scale at step 5.
	Jocelyn Pitman will be placed on the new wage scale at step 3.
	Jeff Carr will be placed on the new wage scale at step 5.
	Megan Hise will be placed on the new wage scale at step 3.
	Ron Neimark will be placed on the new wage scale at step 5.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OFNHP STAFF UNION (UFCW LOCAL 1439)
AND
OREGON FEDERATION OF NURSES AND
HEALTH PROFESSIONALS (AFT LOCAL 5017)**

SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020

SIGNATURE PAGE – LETTERS OF AGREEMENT

The Parties hereby agree to the following Letters of Agreement:

APPENDIX A – WAGES

APPENDIX B - JOB DESCRIPTIONS

LETTER OF UNDERSTANDING

REGARDING PLACEMENT OF EMPLOYEES ON NEW WAGE SCALE

For and on behalf of OREGON FEDERATION OF
NURSES AND HEALTH PROFESSIONALS

For UNITED FOOD & COMMERCIAL WORKERS
LOCAL NO. 1439



Adrienne Enghouse
Executive President

4-26-18

Date



Eric Renner
President

5-1-18

Date



Gabriel Erbs
OFNHP Staff Union, UFCW Local 1439

4/23/18

Date