

A G R E E M E N T

between

**OREGON FEDERATION OF NURSES AND
HEALTH PROFESSIONALS**

and

MID-COLUMBIA MEDICAL CENTER

March 4, 2023 – December 31, 2025

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Article 1 – Recognition

The Hospital recognizes the Union as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of all full-time, regular part-time, and casual technical employees employed at its acute care hospital located at 1700 E. 19th Street, The Dalles, Oregon, including all diagnostic imaging technologists, respiratory therapists, EKG technologists, radiology technologists, CT technologists, MRI technologists, mammography technologists, nuclear medicine technologists, echo technologists, ultrasound technologists, sonographers, radiation therapists, surgical technologists, pharmacy technicians, clinical lab assistants, physical therapy assistants, physical therapy aides, bio-med technicians, sterile processing technologists, and PACS administrators, including leads; but excluding all other non-professional employees, professional employees, physicians, registered nurses, business office clerical employees, skilled maintenance employees, managers, and guards and supervisors as defined by the Act.

Article 2 – Union Dues Deduction and Membership

A. Membership.

1. Hired on or before Ratification. Membership in or financial support of the Union will not be a condition of their employment. Bargaining unit employees employed on the date of ratification have the right to join or financially support the Union, or to refrain from doing so.

2. Hired after Ratification. Membership in or financial support of the Union is not a required condition of continued employment. Bargaining unit members hired after the date of ratification will have thirty days from their first day of work to choose whether or not to join the Union. Bargaining unit members must provide written notice by mail or electronically of their intention. Such notice must be sent electronically or postmarked within 30 days of employment with a copy furnished to Human Resources. Any bargaining unit member hired after ratification who voluntarily joins the Union or fails to notify the Union of their intention, shall be required, as a condition of continued employment, either to become a member of OFNHP or make a monthly fair share payment, in accordance with the OFNHP membership agreement.

3. Fair Share Payment. The monthly fair share payment shall be as established by the OFNHP in accordance with applicable law, but in no event shall be greater than the monthly dues paid by members of the OFNHP. Fair share payment shall be made to the OFNHP or, for persons with religious objections, to the Mid-Columbia Medical Center Foundation.

4. Dues Deduction. The Hospital will deduct OFNHP membership dues or fair share contributions from the wages of each bargaining unit member who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Hospital. Deductions shall be made monthly and remitted to OFNHP together with the names of those authorizing deductions.

5. No Intimidation. The parties agree that neither will attempt to intimidate or threaten any employee in the exercise of their choice. Neither party will retaliate against any employee for their choice.

Bargaining unit members will not be paid by the Hospital for time spent on union business including meetings and bargaining.

B. 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 this Article or in reliance upon any assignment and

authorization form, list or information which shall have been furnished to the Hospital under such provisions.

Article 3 – List of Employees to Union

Within 15 days of the signing of this Agreement, and semi-annually thereafter, the Hospital will provide the Union and the Local Union Representative or designee with a printed list which will include the names, any license numbers, hospital employee numbers, dates of hire, classification steps, units or departments, addresses, and phone numbers of employees currently employed by the Hospital who are covered by this Agreement. The Hospital also will provide total monthly hours worked for part-time and casual employees only. On a monthly basis, the Hospital will provide the Union and Bargaining Unit Chair with a list of the names, addresses, phone numbers and any license numbers of employees who have been hired or terminated during the prior month, as that information is reflected on Hospital records.

Article 4 – Union Access

Duly authorized representatives of the OFNHP will be permitted at reasonable times to enter the Hospital for the purpose of transacting Union business pertaining to contract negotiations or administration and observing conditions under which bargaining unit members are employed. Transaction of such business shall be conducted in an appropriate location subject to the general Hospital rules applicable to non-employees and shall not interfere with patient care, the work of other employees or any such employee interviewed and shall be conducted during such employee's lunch or rest period. A meeting room in the Hospital will be provided subject to availability. Non-employee OFNHP representatives will be subject to the same restrictions generally in place for all non-employee visitors.

Article 5 – New Hire Orientation

The Hospital agrees to provide a copy of the contract to each bargaining unit employee as supplied by the Union. The Hospital will provide reasonably in advance to the Union and its officers a calendar of dates and times for new employee orientation for bargaining unit employees. The Local Union Representative or designee may communicate with Human Resources within 24 hours prior to a previously scheduled day of orientation to verify whether there are any new hires into bargaining unit positions scheduled to undergo the pending new hire orientation. New bargaining unit hires will be provided with an invitation to attend a meeting sponsored by the Union during time that follows the end of the Hospital's orientation. The new bargaining unit hires will be paid for 15 minutes for this meeting. The meeting will be announced as non-mandatory, and the Union presenters will not be on time paid by the Hospital.

Article 6 – Management Rights

The Hospital reserves the exclusive right to exercise the customary functions of management, including but not limited to the right to administer and control the premises, utilities, equipment and supplies; the right to select, hire, promote and demote, suspend, dismiss; assign and reassign, supervise and discipline employees, to determine hours of employment, to transfer employees within and between departments; to formulate and modify job classifications and job evaluations; to determine and change the size, composition and qualifications of the work force, to establish, change, modify and abolish its policies, practices, rules and regulations; to determine, modify and change methods and means by which the Hospital operation is to be carried on, and to determine the appropriate duties of employees in meeting those needs and requirements, and to do those things necessary to carry out all ordinary functions of management except as these matters are specifically referred to in this Agreement.

Article 7 – Equality of Employment Opportunity

The Hospital shall continue its present policy that age, gender, race, creed, color, sexual orientation, religion, national origin, gender identity, veteran status, disability subject to reasonable accommodation, or any other legally protected category shall not be considered in hiring, placement, promotion, salary determination or other terms of employment of employees employed in job classifications covered by this Agreement. There shall be no discrimination by the Hospital against any employee on account of membership in or lawful activity on behalf of the Union, provided that it does not interfere with normal Hospital routine, or the employee's duties or those of other Hospital employees consistent with the protection for union activity afforded by the National Labor Relations Act, as amended.

Article 8 – Employment Status

A. Discipline and Discharge. The Hospital shall discipline, demote, suspend or discharge an employee for just cause.

B. Probationary Period. An employee employed by the Hospital shall not become a regular employee until continuously employed for a period of 90 days probationary period, which includes two or three weeks' orientation. An evaluation will be furnished by the Director or Executive under which the new employee is working. During this time, if work is unsatisfactory, the employee may be terminated. The Hospital may extend the probationary period up to an additional 60 days with written notice to the probationary employee and a copy to the Union. If an employee's probationary period is extended, a work plan shall be prepared before the end of the initial probationary period to help the employee correct any deficiencies during the extension.

C. Notice of Resignation. All employees regularly employed shall give the Hospital not less than 14 calendar days' written notice of intended resignation. Failure to do so forfeits the right to accumulated vacation, holiday, and sick leave benefits.

D. Notice of Termination. The Hospital shall give employees regularly employed 14 calendar days' notice of termination of employment or, if less notice shall be given, then the difference between the number of days' notice given and the number of working days of advance notice herein required shall be paid to the employee at the employee's regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for employees who are discharged for just cause.

E. Grievance Possibility. A non-probationary employee who feels they have been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under the grievance procedure.

F. Termination Interview. An employee shall, if they so request, be granted an interview upon the termination of the employee's employment.

Article 9 – Employee Definitions

A. Regular Full-Time Employees. Regular full-time employees are those bargaining unit employees regularly scheduled to work as follows per week:

1. Five 8-hour shifts;
2. Four 10-hour shifts;
3. Four 9-hour shifts;

4. Three 12-hour shifts;
5. Any combination of shifts which results in 36 hours per week; or
6. Any combination of shifts which results in 40 hours per week.

Employees designated as regular full-time shall accumulate and receive all fringe benefits provided in this Agreement so long as they maintain their status as full-time employees. For the purpose of establishing and maintaining status as a regular full-time employee, each overtime hour shall count as one hour worked.

B. Regular Part-time Core Employees. Regular part-time core employees are those employees who are regularly scheduled to work at least 40 hours in a 14-day pay period. Part-time employees may receive the premium pay in lieu of fringe benefits and side benefits as provided in this Agreement, or elect to receive part-time benefits as provided therein. For the purpose of establishing and maintaining status as a regular part-time core employee, each overtime hour shall count as one hour worked. Regular part-time core status will not be affected by approved uncompensated time off, HCD or low census time which removes an employee from a posted schedule, approved educational leave whether paid or unpaid, or other approved leave of absence.

Regular part-time core employees (including employees who have selected the 13 percent option as provided herein) may schedule uncompensated time off utilized at a rate in proportion to their position hours to a full-time position and to their length of continuous service as outlined in this Agreement (maximum accrued per year). Such scheduled time off shall be subject to Hospital approval, which shall reflect consideration of scheduled time off for other employees, patient census, and available clinical skills. Any uncompensated time off that a part-time core employee may take beyond a proportional share of the maximum will affect part-time core status unless it is made up in additional work hours.

C. Part-Time Non-Core Employees. Part-time non-core employees are those who are regularly scheduled at least one shift per week but who work less than 40 hours in a pay period. Part-time non-core employees shall receive the 13 percent premium pay on their base wage rate in lieu of fringe benefits and side benefits as provided in this Agreement.

D. Casual Employees. Casual employees are those employees who work less than 24 hours in a 14-day period. Casual employees shall receive 13 percent premium pay on their base wage rate in lieu of fringe benefits and other side benefits as provided in this Agreement.

To remain eligible employed as a casual employee and eligible for the 13 percent premium pay, casual employees shall make themselves available for two regular (non-call) shifts in each 28-day scheduling period. Casual employees may opt out of one schedule each calendar year without affecting their eligibility for premium pay. To remain employed as a casual and eligible for premium pay, one shift each scheduling period must be scheduled or worked on a weekend, night or holiday shift (for departments on 24/7 operations).

One shift per year must be on a holiday. Winter holidays (Thanksgiving, Christmas, and New Year's) and summer holidays (Memorial Day, Fourth of July and Labor Day) will be rotated. Casual employees must meet the department's education requirements for the last year. If a casual employee does not meet the above requirements for a period of three months, they will be removed from casual employment, unless the absence was a result of protected leave.

Article 10 – Grievance Procedure

Whenever an employee believes the Hospital has violated or misapplied the provision(s) of this Agreement, that employee may present a grievance in accordance with the procedures set forth below.

A. Employee Terminations. The termination of an employee during the employee's probationary period is not subject to the grievance procedure, although an employee who has gained regular status may grieve a subsequent disciplinary probation.

A regular employee grieving their termination may present the grievance directly to Step 2.

B. Grievances Impacting Multiple Employees (Class Action Grievances). Grievances involving a Hospital practice or procedure that the Union alleges violates a provision of this Agreement, and that affects two or more employees, may be filed by a Union Officer directly at Step 2 of the Grievance procedure within 21 calendar days from the date of the occurrence. This does not include grievances over employee discipline.

C. Procedure for Handling Grievances.

Step 1. If an employee has a grievance, the matter shall be reduced to writing indicating the employee's statement of the dispute and identifying the provisions of the Agreement that have allegedly been violated. The grievance is waived unless it is presented to the employee's Department Head in writing within 21 calendar days after occurrence of the facts which are the basis of the grievance. Grievances relating to pay will be timely if received by the Department Head within 21 calendar days after the payday for the period during which the grievance occurred. The Department Head or designee shall meet with the grievant and, at the grievant's option, one Union representative within seven calendar days of filing of the grievance. Together they shall attempt to resolve the grievance. The Department Head shall give a written decision to the grievant with a copy to the Union within 14 calendar days of the meeting.

Grievances properly filed under Step 1 involving the same issue in more than one department may be moved by the Department Head to Step 2 without a Step 1 meeting by written notice from the Department Head to the Union within seven days of filing of the grievance.

Step 2. If the grievance is not settled at Step 1, it may be appealed by delivery of written notice from the grievant or the Union to the Chief Operating Officer within 14 calendar days from receipt of the written decision referred to in Step 1. The Chief Operating Officer or designee shall meet with the grievant and, at the option of the grievant, a representative of the Union to attempt to resolve the grievance. The Chief Operating Officer or designee shall give a written decision to the grievant with a copy to the Union within 14 calendar days after the meeting. If the parties are unable to resolve the grievance upon receipt by the Union of the written decision, the decision may be appealed to arbitration in accordance with the below.

Arbitration. If a grievance processed in accordance with the above procedure is not resolved the Union may present the grievance to an impartial arbitrator if written notice is given to the Chief Operating Officer within 14 days after receiving the Chief Operating Officer's response to Step 2. Within 14 calendar days, the parties shall try to mutually agree upon selection of an arbitrator. If the parties cannot agree upon the selection of an arbitrator, the parties shall select an arbitrator from a list submitted by the Federal Mediation and Conciliation Service from among those on its panel of arbitrators. The request to FMCS for an arbitration panel shall ask the agency to provide a list of 11 candidates who have a primary business office in either Oregon or Washington. A selection from the panel shall be made within five days of receipt of the list. Selection of an arbitrator from the list may be by mutual agreement between the parties

or by alternatively striking one name each from the list until one name is left. The first strike shall be determined by a coin flip.

The arbitrator's decision shall be final and binding upon the employee, the Union, and the Hospital.

The arbitrator shall apply only the express provisions of the Agreement, and shall have no authority to modify, add to, alter or detract from the express provisions of the Agreement.

The arbitrator's fee and incidental expenses shall be borne by the losing party as designated by the arbitrator. Either party may order a court-reported transcript, the cost of which shall be shared equally if both sides use the transcript.

D. Time Limits. The time limits contained in this Article may be extended by mutual agreement of the Hospital and the Union confirmed in writing. Absent written mutual agreement, a grievance that is not timely is waived. Grievances may be, by mutual written consent of the parties, referred back for further consideration or discussion to a prior Step or advanced to a higher Step of the grievance procedure.

Article 11 – Leaves of Absence

A. Personal Leave. Eligible employees may request personal leave for the following qualifying reasons:

- MCMC.
1. Educational leaves to pursue formal education to further the employee's career at
 2. Sabbaticals.
 3. Medical missions.
 4. Vacations of longer than two weeks in duration.

Leaves to work for another organization will not be granted; if MCMC becomes aware of usage for this reason the employee is subject to disciplinary action up to and including discharge.

B. Eligibility:

1. Current MCMC employee with a minimum of 12 months of continuous employment.
2. Not have taken Personal Leave within the previous 12 months of employment.
3. Employee cannot have any performance plans or work plans within the previous 12 months of employment.

C. Requests for Personal Leave:

All requests for a Personal Leave shall be submitted to the employee's director for review and consideration, and are reviewed by Human Resources. Personal leaves shall be granted or denied at director discretion. The calculation for the leave is based on a 12-month "looking forward" method, meaning that the first day of the 90 days starts on the first day of the leave and the employee has up to 90 days for that leave. Full-time employee's benefits and part-time employee's benefits will be continued for this period of leave, not to exceed 90 days. Arrangements must be made for any benefit the employee pays for with the Human Resources department prior to the leave beginning. The employee may choose to pre-pay these

benefits, pay for them with the use of PTO, if applicable, or make payments each two-week period. An employee on a valid leave of absence of 90 days or less shall be reinstated in the employee's previous position (including unit and shift), so long as the position has not been eliminated. If the leave is to exceed 90 days, the employee's status may be adjusted to casual; a status or position (including unit and shift) adjustment will not occur for leave covered by an employee's available PTO and/or EIH within the provisions of Articles 21 or 22 of this Agreement.

D. FMLA/OFLA Leaves of Absence. FMLA/OFLA leaves of absence shall be provided in accordance with Hospital policy and applicable federal and state law. Employees may choose to reserve up to 36 hours of PTO for use after a parental leave under FMLA/OFLA.

E. Military Leave. Employees who are ordered to or volunteer for extended military training or active duty in the Armed Services shall be granted a leave of absence for the length of service as required by applicable federal or state law. Military leaves for extended tours are without pay and no benefits shall accrue during the period of the leave except as may be required by applicable federal or state law. Employees who are ordered to annual training may also take a leave of absence for such training. Employees shall provide their Director/Manager a copy of orders for military training within five days after the employee receives the orders.

F. Jury Duty and Court Time:

1. Jury Duty. An employee who is called to perform jury duty will be permitted the necessary time off to perform such service and will be paid the difference between the regular rate of pay for the scheduled workdays missed and the jury duty pay received, provided that the employee has made arrangements, confirmed in writing, with the employee's supervisor in advance of jury service. This benefits shall be extended only to employees who are called, not employees who volunteer, and shall be limited to a maximum of 30 working days per year. The employees must provide a signed statement from the responsible officer of the court as proof of jury service and jury duty pay received. When an employee is on jury duty, for purposes of rates of pay, the employee will be assumed to have worked the day shift Monday through Friday. An employee who was regularly scheduled to work Monday through Friday will not be shifted involuntarily to weekend work when they are on jury duty. An employee shall report to work if four or more hours of the employee's shift remain at the end of jury service for the day. An employee assigned to the evening or night shift shall be excused from work for each workday during which the employee performs at least four hours of jury service. Jury service shall include time spent reporting and being held at the courthouse for availability.

2. Court Time Compensation. If an employee is required to testify on behalf of the Hospital, the employee will be compensated for all time spent in official trial proceedings and will be reimbursed for reasonable travel and meal expenses incurred.

G. Effect on Pay. Unless otherwise specified, leaves of absence will be granted without pay. Employees shall use PTO or EIH, where applicable, while on authorized leave.

H. Effect on Benefits. An employee will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the terms of an authorized leave of absence. Benefits provided while on FMLA/OFLA and Military Leave will be in accordance with Hospital policy and applicable federal and state law.

Article 12 – Labor Partnership Committee

The Hospital jointly with employees selected by the Union, shall establish a Labor/Partnership Committee to assist with problem solving during the term of the collective bargaining agreement. The

purpose of the Labor/Partnership Committee shall be to foster improved communication between the Hospital and the employees, to increase employee engagement, and to enhance labor relations. The functions of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems.

The Committee shall be composed of five representatives of the Hospital and five representatives of the Union, with not more than one employee from a particular department. The goal is to ensure that the Committee is representative of Hospital work areas. The Committee shall operate under guidance of co-chairs, one selected by Management and one by the Union. The co-chairs shall prepare a common written agenda for each meeting to be normally distributed to all Committee members three days in advance of the meeting whenever possible and minutes shall be taken at the meeting.

The parties will establish and maintain flexible ground rules and guidelines to be followed for conducting regular meetings that shall take place quarterly or more often if mutually agreed. Meetings shall be scheduled for one and one half hours and additional time may be set aside on a mutually agreeable basis. Each Labor/Partnership Committee member shall be compensated at the employee's regular straight-time rate of pay while in attendance at scheduled LPC meetings. By mutual agreement, additional guests may be invited to attend to address issues on the agenda.

Article 13 – Hospital-wide Safety (EOC) Committee

The Hospital and the Union are committed to enhance the health and safety of employees while they are at work. To that end, the Hospital will include a designated member representative of the Union on the Environment of Care Committee, who shall be paid for their time spent at committee meetings.

Article 14 – Department Meetings

Each department in the Hospital generally holds monthly meetings that include the following standing agenda items: safety, quality, performance improvement, staffing, and a review of key performance indicators, and will continue to do so. These are collaborative meetings to encourage discussion among department members. Employees are paid for time spent in such meetings. A summary of topics discussed in meetings and/or meeting minutes will be jointly reviewed and available to employees in the department.

Article 15 – Seniority

A. Seniority. Seniority shall mean the length of continuous employment within the Hospital in a capacity covered by this Agreement. Continuous employment includes the performance of a bargaining unit position for all scheduled hours of work, including time off because of earned time off, and authorized leaves of absence.

Seniority shall be accumulated for each full-time and part-time bargaining unit member based on years of service to the Hospital. Casual employees do not accrue seniority.

Seniority is lost upon termination/resignation of employment, a layoff in excess of six months, failure to report for work as scheduled after leave of absence, or failure to return from layoff upon recall. Bargaining unit employees who return to work at MCMC within six months shall have MCMC seniority restored. Seniority restored for this purpose will be seniority at the date seniority was lost.

B. Layoffs and Recall. In cases where circumstances necessitate a layoff of bargaining unit employees or a reduction of hours, MCMC shall, except in unforeseen emergency or disaster circumstances, notify the OFNHP in writing a minimum of 14 calendar days in advance and specify the positions so affected.

In no event shall Agency, temporary, or contract employees be retained in any department while qualified bargaining unit members are on layoff.

In the event of a layoff of more than 10 days in a specific department of the hospital, the following will apply: Casual employees shall be laid off first. Then, if necessary, full-time or part-time bargaining unit employees within the department affected will be laid off by order of seniority. An employee may be retained out of sequence of seniority if the employee with greater length of employment cannot meet the unit-specific competency standards and licensure/certification measurements needed with one week of orientation.

Employees shall be recalled in the reverse order of layoff within their Department provided they meet the unit specific competency standards and licensure/certifications for the particular position. It is recognized that in exercising seniority in situations of layoff or recall, an employee must be willing to work the available shift and hours. The consolidation of part-time and full-time employees to one list for purposes of layoff and recall is not a limitation on the Hospital's right to determine appropriate staffing strategies under the prevailing conditions, within the provisions of this Agreement. For example, if the shift available under the staffing strategy established by the Hospital is a full-time position and the senior employee on the recall list has been part-time, the senior employee may elect to accept the available full-time shift and hours offered by the Hospital or pass the opportunity to the next senior employee. An employee electing to pass on an available position may bid on the next available opening.

C. Job Postings.

1. Filling of Vacancies. A vacancy is defined as a newly created position or a position that becomes vacant due to an employee leaving the position. The Hospital will post vacancies electronically for a period of 12 calendar days. Position postings shall include required qualifications, department, shift (if applicable), and mandatory standby obligation where applicable. Qualifications will be based on the requirements of the position.

2. General Vacancies. The Hospital will follow its policy entitled Recruitment: Posting, Selection and On-Boarding. If two or more applicants (internal or external) meet the posted qualifications, the Hospital shall select the most qualified applicant. To determine which applicant is the most qualified, the Hospital will consider education, certifications, additional training, work experience and work history. If the Hospital determines that multiple applicants possess equal qualifications, it will select the most senior applicant. The selection shall not be arbitrary or capricious and will be based on factors that are capable of accurate comparative assessment.

Pursuant to Hospital policy, an employee may not be considered for a vacancy when they are on active corrective action issued within the last six months.

When hours are dropped by one bargaining unit employee and picked up by another, it does not require a posting

Article 16 – Scheduling

A. Postings. All work schedules shall be posted by the 15th of each month and shall describe work schedules for the following month. Tentative schedules shall be posted by the sixth of each month. Once the final schedule is posted, schedules shall not be changed without the consent of the employee(s) affected by the change. The Hospital will make a good faith effort to include meetings, trainings, and orientations in the final schedule, with the understanding that there will be times when they need to be scheduled with less notice for reasons of staff and/or patient safety, in which case they are not subject to the preceding sentence regarding schedule changes. The Hospital agrees to work with employees within each

unit to assure an equitable rotation of extra shifts and voluntary overtime among regularly scheduled employees. It is understood that nothing in this Section shall be construed to guarantee employment and that the Hospital may cancel an assigned shift with the proper notice without financial liability as a result of low census identified in the Article regarding Hospital Convenience Day/Time.

B. Posting Regular Schedules. The Hospital may post regular schedules of eight-, nine-, 10- or 12-hour shifts, or combinations thereof in accordance with Article 9. The Hospital and an employee may agree to different shift lengths. If the Hospital posts new scheduled shift(s) in a department, the Hospital will first award the scheduled shift(s) to interested, qualified employees in the applicable classification by seniority. If there are no interested employees, the Hospital may cancel or assign the new scheduled shift(s). When a new shift schedule position is filled, each affected employee shall receive a written statement of the effect of the new shift schedule on overtime compensation and fringe benefits. A copy of the written statement shall be provided to the OFNHP within seven calendar days of the agreement.

C. Weekends. It is acknowledged by the parties that the current weekend scheduling practices in various departments are not consistently applied within all departments. It is not the intent of this contract to alter those existing weekend scheduling practices. If either party proposes alterations in the current practices, both parties will discuss alternative solutions.

Article 17 – Hospital Convenience Day/Time (HCD)

A. The Hospital and OFNHP agree that in the interests of high quality patient care and prudent fiscal responsibility, employees may have to be sent home when patient census or patient volume fluctuate. Low census is defined as the day to day fluctuations in patient census and/or patient volume for various reasons and is considered temporary in nature.

B. Should the need arise to reduce the number of staff on a particular shift in a department due to low census, employees may volunteer for HCD (i.e., low census). Employees may be assigned by management to take mandatory HCD on an equitable rotation.

C. Employees who are assigned or volunteer for HCD, shall be given credit toward seniority towards all contractual benefits.

Employees may choose to use accrued PTO when they volunteer or if they are mandated to take HCD.

HCD shall not negatively impact an employee who accepts an incentive pay shift of work during that pay period where an employee accepts or volunteers for HCD.

Article 18 – Hours of Work

A. Basic Workweek. The basic workweek shall be 40 hours in a workweek of seven consecutive days or 80 hours in a work period of 14 consecutive days, as designated in advance by the Hospital.

It is understood that employees who are scheduled to work more than five consecutive days in a 14-day payroll period shall normally be assigned to two consecutive days off. In no case shall an employee be assigned to work more than five consecutive days without the employee's consent. Such consent includes applying for a schedule that provides for working more than five consecutive days. If an employee is called back for more than an eight-hour shift during a weekend of stand-by worked, or who works an extra shift on the weekend, between two regularly scheduled weeks of work, the Hospital will first offer any available HCD on the following Monday to employees who worked call or an extra shift on the weekend.

B. Overtime Compensation. Overtime compensation will be paid at one and one-half times the employee's regular straight-time hourly rate inclusive of applicable shift differentials for all hours worked in excess of:

1. Forty hours (or 36 hours for employees assigned three shifts of twelve hours, or four shifts of nine hours per week) in each workweek of seven consecutive days; or
2. Eighty hours in each pay period of 14 consecutive days (for employees on an 8-and-80 work agreement); or
3. Daily overtime for additional time worked beyond the employee's regular scheduled shift of eight, nine, 10, or 12 hours.

Overtime shall not be pyramided, meaning that time worked at time and one-half will not count towards overtime.

Time spent in staff meetings and education do not count toward overtime unless the employee exceeds a scheduled shift of eight, nine, ten or 12 hours, or 40 hours in a workweek.

Overtime compensation will be paid at two times the straight-time hourly rate for all hours worked in excess of 16 consecutive hours. The Hospital shall not post schedules or require any employee to work more than one shift in a payroll day, but such shifts may be assigned with the employee's consent as required to meet unexpected scheduling problems.

All available overtime hours will be offered first to employees on a voluntary basis, and will be posted, texted to eligible employees, and/or discussed in daily huddles.

C. Rest Period. One 15-minute rest period or coffee break shall be allowed during each four-hour period of employment. One half-hour unpaid meal period shall be provided to employees working more than six hours in a workday. The Hospital will provide designated space for employees to take breaks and meal periods.

The Hospital, OFNHP and bargaining unit employees have a mutual interest in employees taking their meal and rest periods. The parties agree that there is a mutual responsibility to ensure employees take their meal and rest periods. Employees will take their meal and rest periods when scheduled and/or directed by department management, in accordance with the demands of the department and Oregon law.

D. Reporting to Work. Employees who are scheduled to report to work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment shall perform any work to which they may be assigned. When Hospital is unable to utilize such employee, the employee shall be paid an amount equivalent to two hours times the straight-time hourly rate plus applicable shift differential.

The provisions of this Section shall not apply if the Hospital makes a reasonable effort to notify the employee by telephone not to report for work at least two hours before the employee's scheduled time to work. It shall be the responsibility of the employee to maintain a current address and telephone number in the Hospital's electronic personnel system. Failure to do so shall preclude the Hospital from the notification requirements and the payment of the above minimum two-hour guarantee.

E. Weekend Shifts. Hospital will attempt to schedule all employees who indicate such a preference so that they have at least two full weekends off in a 28-day period, except those employees who have signed up for a posted schedule that includes more weekend shifts. If there are insufficient volunteers

to cover weekend shifts, each employee may be expected to work up to two weekends (four shifts) per four-week schedule period.

F. Cases of Emergency. Except in cases of emergency, employees will not be asked to work two consecutive shifts in the same 24-hour period.

G. Staff Meeting Attendance. Attendance to department staff meetings shall be made available by phone or video conference. If an employee is not able to attend a staff meeting in person, the employee may attend by phone or video conference unless the staff meeting contains a "hands-on" training component, in which case all employees must attend in person. For staff meetings that do not contain a hands-on training component, an employee who attends by phone or video conference will receive full credit for attending. Attendance at staff meetings, whether in person or by phone or video conference, will be on paid time.

H. Critical Shift Incentive. Bargaining unit employees will be eligible for Critical Shift Incentive as determined by the Hospital. If the Hospital designates a department that includes bargaining unit employees as eligible for Critical Shift Incentive, it will notify the Union.

Article 19 – Wage Rates and Compensation

A. New Step Schedule. Effective at the start of a pay period at least one month after ratification of the first collective bargaining agreement, the Hospital will adopt the step schedule attached as Appendix A

B. Initial Step Placement. Effective the first pay period following April 1, 2023, employees will be placed on the step that corresponds with their prior years of experience in their current classification or in a classification that is included in their current bargaining unit department, including experience before and since they were hired at MCMC. For employees in departments of the bargaining unit that have more than one bargaining unit classification, time spent in a classification in the same Department that is different from their current classification will receive 100% experience credit for any classification in the same Department. For example, a current MRI Tech would receive 100% credit for time worked as an MRI Tech, 100% credit for time worked as a Radiology Tech, but no credit for time worked in a classification outside of DI.

C. Step Placement Upon Hire. New hires will receive credit for prior experience as outlined above in "Initial Step Placement."

D. Step Progression. Employees shall advance to the next step of the wage scale at the beginning of the pay period that includes their anniversary date.

E. Assignment to Lower Classification. If an employee is temporarily assigned to a lower classification, the employee's pay will not be reduced. If an employee moves to a lower classification, either through a job bid, demotion, or reasonable accommodation, their pay will be reduced to the appropriate step in the lower classification.

F. Continuing Education. Employees must complete all mandatory education requirements in order to be eligible for movement to the next wage step. It is understood that this requirement is stated as hours spent in credited activities rather than units of credit allowed for educational activities.

G. Step Placement Upon Promotion. When an employee is promoted to a classification at a higher Grade within the same Department, they will receive credit for their prior related experience, as outlined above under "Initial Step Placement." In the event that such placement results in a decrease in

pay, the employee will be placed as follows: the step closest to their pre-promotion wage, without going down, plus one step.

Effective the first full pay period following January 1, 2024, the Employer shall add an additional step of 3% to the wage schedule at 24 years.

H. Future Increases. The step schedules will be increased in the first full pay period following each of the dates stated below during the term of the Agreement:

January 1, 2024: 4%

January 1, 2025: 4%

I. Shift Differential. The evening shift differential is \$2.00 per hour. The night shift differential is \$4.25 per hour. The evening shift differential shall be paid to shift employees for all hours worked between 3:00 p.m. and 11:00 p.m. The night differential shall be paid to shift employees for all hours worked between 11:00 p.m. and 7:00 a.m. Shift differential will not be paid to employees held over after 3:00 p.m. from a day shift or starting before 7:00 a.m. on a day shift, unless the employee works more than two and one-quarter hours beyond the employee's regularly assigned shift, in which case the shift differential will apply for the hours worked outside the normal day shift. Night shift differential will not be paid to employees held over after 11:00 p.m. from an evening shift, unless the employee works more than two and one-quarter hours beyond the employee's regularly assigned shift, in which case the night shift differential will apply for the hours worked outside the normal day shift.

J. Weekend Differential. Employees working a regularly scheduled weekend shift (including employees substituting on a regularly scheduled shift) will be paid a premium of \$1.00 for each hour worked, in addition to any other applicable differential or premium. (It is understood that shift and weekend premiums are not part of an employee's regular straight-time hourly rate of pay.) The weekend shifts for purposes of this premium shall be a 48-hour period beginning on Friday at 7:00 p.m. and ending on Sunday at 7:00 p.m.

K. Preceptor Differential. The Hospital may assign employees as preceptors for other employees. Preceptor assignments and duties are at the discretion of the Hospital. Employees assigned as preceptors will be paid \$0.75 per hour for the hours during which the employee is performing preceptor duties.

L. Student Trainer Differential. The Hospital may assign employees as trainers for students. Student Trainer assignments and duties are at the discretion of the Hospital. Employees assigned as Student Trainers will be paid \$1.50 per hour for the hours during which the employee is performing Student Trainer duties.

M. Lead Differential. The Lead premium of \$2.00 per hour will be paid to an employee who is designated in writing by the Hospital to have Lead responsibilities. The selection and the assignment of the Lead duties shall be at the sole discretion of the department manager. It is understood that any relief Lead identified in writing by the department manager shall be entitled to the Lead differential when carrying out such assignments in the absence of the regular Lead.

N. Certification Pay. Employees will receive a differential of \$2.00 per hour for Hospital-designated certification(s) in a specialty area that are above and beyond any certification required by the job description.

Article 20 – Health and Welfare

A. Flexible Benefit Plan. Eligible employees will participate in the Hospital's Flexible Benefit Plan which currently includes:

1. Core Benefits. MCMC's Core Life Insurance, Health, Vision and Core Dental Plan, and Hospital contributions to 401 (k) Plan, plus Flexible Spending Account (FSA).

2. Optional Benefits. Additional Life Insurance, Short- and/or Long-term Disability Plan, and 401(k) Plan.

B. The Core benefits are provided by the Hospital to eligible full-time employees. Eligible regular part-time core employees, with at least 40 hours scheduled each pay period and who have not elected to receive the 13 percent premium in lieu of benefits, may participate in the Hospital's Core and Optional Benefits at the part-time rate. Part-time non-core employees, and any part-time employee who has elected to receive the 13 percent premium in lieu of benefits, are not eligible to participate in the Hospital's Core benefits.

C. The Hospital will contribute as described below for the health and vision components of the Core Benefits described above.

D. For Plan Years 2022, 2023, and 2024, the Hospital will base its contributions and the employee's contribution for the health and vision components of the Core Benefits (standard plan) described above on the premium sharing arrangement described and reflected in the percentages described in the table below.

Level	Monthly Hospital Contribution Full-time	Monthly Employer Contribution Part-time	Monthly Employee Contribution Full-Time	Monthly Employee Contribution Part-Time	Total %
Employee only	85-100%	67%	0-15%	33%	100%
Employee & Spouse	80%	74%	20%	26%	100%
Employee & Child(ren)	83%	74%	17%	26%	100%
Employee & Family	77%	74%	23%	26%	100%

The Hospital may offer plans in addition to the standard plan, at different contribution rates. Participation in plans other than the standard plan shall be voluntary.

Eligible employees may use the Hospital's flexible credit contribution toward the employee cost for Core or Optional Benefits. In addition, the Hospital continues the Section 125 plan which employees may elect to fund with pre-tax dollars for uses permitted by the IRS.

E. Future Modifications. It is recognized that the Benefit Plans described above have been put together by the Hospital and professional consultants for the benefit of all Hospital employees. The parties further recognize that with the rapidly evolving conditions in health care it is not possible to anticipate the

future details of plan benefits or problems. The Hospital may revise its terms to accommodate changing conditions or the interests of the users. In no case, however, will the Hospital's contribution for benefits (standard plan) under the plans drop below the equivalent of \$8,000 annually for a full-time employee, although the level of benefits under the plan may be altered to provide varied benefits. Under either case, the Hospital will pay 85-100 percent of the cost for coverage for core or basic benefits (standard plan) for full-time employees for health, dental, vision, and life insurance. Before a substantive change in the plans as currently described is effective, the Hospital will provide the Union two comment opportunities by prior written notice (usually at least 90 calendar days and 60 calendar days prior to implementation) to allow the bargaining unit an opportunity to discuss any proposed revisions in the Benefit Plans. In addition, any proposed changes will be submitted for review and comment by the Health Plan Advisory Committee (HPAC). The Hospital will give meaningful consideration to input received from the bargaining unit, the HPAC, and other commentators, before management makes final decisions regarding the redesign of health care benefits. The final design of the plan is recognized as a management responsibility, not subject to substantive review by the grievance and arbitration process of the labor agreement. Any revised plan will be the same for non-unit Hospital employees as for bargaining unit employees. Any revised plan will afford to regular part-time core employees who have not elected to receive the 13 percent premium in lieu of benefits the opportunity to purchase coverage.

F. Discounts. Employees, their lawful spouse and dependent children shall be given a courtesy discount of 20 percent on any Hospital bill incurred at MCMC, less the amount paid by insurance and co-pay. Recognizing that employee family relationships are not always evident at the time of purchase, the employee should discuss the discount with Patient Accounts where necessary to facilitate accurate billing. All employees and their dependents may purchase pharmaceuticals from the Hospital pharmacy (employees at any time, and their dependents during normal pharmacy working hours). Pharmaceuticals not covered by the MCMC medical plan will be available at cost plus dispensing fee.

G. Tests. At the beginning of employment, the Hospital shall provide a tuberculin test and, if necessary, a chest x-ray. Routine blood examinations, mammograms and urinalysis are permitted annually at no cost to the employee. Routine blood examinations shall be defined as: Lipid A profile (triglycerides, HDL, LDL, Cardiac Risk Ratio), CBC and Glucose Test. Routine PSA tests are permitted annually at no cost to the male employee.

The Union endorses the concern of the Hospital and its employees for the need to respect appropriate protocols in balancing the confidentiality concerns for patients and physicians with the health and safety concerns for hospital staff in dealing with infectious diseases.

To the extent expressly permitted by statute, regulation and case law, the Hospital shall disclose Hospital-run positive HIV results of patients to all employees involved in the care of such patients. The Hospital shall also grant at no cost to the employee HIV tests of the employee as soon as practicable after the employee informs the Hospital that she or he may have been exposed to the AIDS virus in the course of the employee's duties. At the request of the employee, a second test will be offered between four and seven months following the potential exposure to the AIDS virus.

The Hospital agrees to pay for the testing and immunization of employees by the Hospital who request immunization against HBV virus in accordance with CDC guidelines.

H. Gloves. For those employee who have demonstrated a sensitivity to latex products, the Hospital shall provide synthetic gloves for their use.

Article 21 – Paid Time Off

A. Definition. Vacations, holidays and sick leave for eligible employees are addressed pursuant to a formal Paid Time Off (PTO) Plan. PTO hours accrued are based on hours compensated including regular hours, overtime hours, callback, PTO (other than PTO cashed out or donated), on-call hours (due to low census), house convenience hours, compensated education hours, during periods of compensated jury duty and other paid authorized leaves; provided, PTO hours are not pyramided (counted more than once for accrual purposes). For example, where an employee originally scheduled eight hours is called off for house convenience and elects to use PTO to provide compensation for the shift, PTO will accrue on eight hours – not 16 hours. PTO is not earned on uncompensated time except house convenience hours. Scheduled days taken off without pay when the employee must be replaced on the schedule, will not count as days worked for the purpose of PTO accrual. PTO shall be used for authorized leave, holidays, vacations, sick days, and for illness of family members to the extent allowed by law. PTO will be paid at the employee's regular rate of pay including any shift or national certification differential which the employee has been regularly receiving, but excluding all other differentials including weekend premiums.

B. Eligibility. All regular full-time and benefited part-time core employees will accrue PTO. PTO hours are accrued based upon hours compensated including regular hours, overtime hours, callback, PTO, on-call hours (due to low census), house convenience hours, compensated education hours, during periods of compensated jury duty and other paid authorized leaves. Regular part-time core employees may accrue PTO for as long as they remain employed in a regular part-time core capacity as defined in this Agreement by exercising the option described in Article 9. PTO will be available as it is accrued.

C. Accrued PTO may be utilized, at the employee's option, to supplement worktime lost due to low census cancellation. PTO shall only be used to complete the employee's timecard up to 40 hours per week or 80 hours per pay period.

D. Accrual Rates.

Length of Service	Earned Per Hour	Maximum Banked Hours
Year 0-5	.1068	400
Year 6-10	.1282	480
Year 11+	.1496	560

The periods of continuous employment (length of service) required to qualify for PTO accrual described above refer to regular full-time or regular part-time core (at least 40 hours per 14-day pay period) employment in the Hospital. Length of service shall be measured as of the employee's anniversary date of employment each year. Any time during which an employee receives the 13 percent premium in lieu of benefits does not count toward length of service for PTO accrual.

E. Use of PTO for Vacation. PTO may be taken in as little as one-hour increments. In scheduling PTO, employees shall request PTO electronically (or in writing for requests under number 1, below).

1. Employees are eligible to pre schedule one block of up to two weeks of PTO during a twelve month period beginning on January 1 and ending on December 31 of each calendar year. Requests for such leave may be submitted between October 1 and November 15th. The Hospital will grant or deny such requests in writing or electronically by December 15. One vacation block, up to two weeks long, shall be granted in order of seniority for employees within each unit and shift. Employees shall identify second alternative and/or a third alternative should their first choice be unavailable because of seniority.

2. Requests for PTO submitted after November 15th will be submitted to the Director via email, and will be granted on a first come first serve basis based upon the Director's email receipt for Employees within a unit and shift. Such requests shall be granted or denied in writing within two weeks following receipt of the submission (except for submissions made between November 15 and December 15, which will be held pending vacation scheduling under paragraph 1, above).

3. Once a schedule is posted, PTO may only be granted based on illness, protected leave, or emergency, unless an employee finds a colleague to work a scheduled shift that does not result in overtime and/or approval by the employee's manager.

F. Use of PTO for a Holiday. On recognized holidays, an employee who is scheduled off or placed on HCD call due to the holiday will receive pay for up to one day of accrued PTO. If the employee is scheduled for an additional day during the week in lieu of the holiday, the employee will not be required to use PTO.

G. Use of PTO for Short-term Illness. An employee who becomes ill will be allowed a day of PTO at the level of the employee's regularly scheduled hours (normally 8, 9, 10 or 12) at the regular rate of pay, as shown in Appendix A, for each day of absence from work because of illness commencing with the first day of each illness through the third consecutive lost workday or 24 work hours, whichever comes first (for employees working 12-hour shifts for the first through the second consecutive lost day or 24 work hours, whichever comes first). An employee who fails to notify the employee's immediate supervisor at least two hours in advance of the scheduled shift that will be missed because of illness, except in verified emergencies where such notice is not possible, shall not receive the PTO benefit for that shift.

H. Authorized Leaves and Oregon Paid Sick Leave. An employee shall use accrued PTO in accordance with the Hospital's leave policy. If the employee is on FMLA/OFLA leave, the employee shall use PTO for the first 24 hours and then EIH until such hours are exhausted, at which time PTO shall be used.

Use of PTO for reasons which qualify under the Oregon Paid Sick Leave law shall be counted against the employee's Oregon Paid Sick Leave entitlement and there shall be no additional accrual of sick leave under the Oregon Paid Sick Leave law. The Hospital shall not be required to provide additional sick leave to employees who utilize all of their yearly PTO accrual for reasons other than those that qualify under the Oregon Paid Sick Leave law.

I. The Payroll/Human Resources office will maintain a record of PTO accrued and used for each employee. In addition, current accrued PTO hours will be shown on an employee's paycheck stub.

J. Maximum PTO. The maximum number of PTO hours an employee may accumulate is set forth in Section D (Accrual Rates) above. Once the maximum has been reached, no further hours will accrue until the employee has taken PTO time off. Non-probationary employees shall have the ability to cash-out up to 80 hours of accrued PTO once per year on the first pay date in December of each calendar year.

K. All PTO accrued but unused by any employee who accrues PTO at the time of termination will be converted to cash at the rate of one hour paid for each hour earned, using the employee's final base rate of pay, if the employee has been continuously employed at least 12 calendar months by the Hospital and provide at least two weeks' notice of resignation. It is understood that PTO does not accrue on PTO cashed out or donated.

L. HCD. Employees may elect to use PTO to fill in hours missed while on HCD or HCD call time.

Article 22 – Extended Illness Hours

A. Extended illness hours (EIH) shall be taken for regularly scheduled shifts which are missed due to bereavement, illness or disability (exceptions shall be allowed in accordance with Hospital policy, provided the exception benefits the employee). EIH shall be used after an employee has been ill or disabled for three consecutive workdays or 24 work hours, whichever comes first (for employees working 12-hour shifts, after two consecutive workdays or 24 work hours, whichever comes first). If an employee is hospitalized, then EIH shall be used starting with the first day of hospitalization. If an employee is required to leave work because of a job-related illness or injury which is subsequently covered by workers' compensation, the employee may request that any PTO used for work missed because of the job-related illness or injury covered by workers' compensation be restored to the employee's PTO bank and instead deducted from the employee's available EIH bank.

EIH shall be used for a death in the immediate family, without a PTO waiting period, to a maximum of three scheduled workdays. Immediate family is defined to be spouse, children and others residing as part of the household or parents, brothers, sisters, grandparents, grandchildren or current in-laws. Any EIH taken for bereavement leave under this provision will run concurrently with any bereavement leave to which an employee may be entitled under the Oregon Family Leave Act.

B. If an employee who returns from an illness or disability must be absent again within 10 calendar days for the same illness or disability, the employee shall continue with EIH pay.

C. Use. EIH will be used at the level of the employee's regularly scheduled hours (normally 8, 9, 10 or 12) at the employee's regular rate of pay as shown in Appendix A for each day of absence.

D. Eligibility. All regular full-time employees shall accrue EIH who have completed six months of continuous employment. No EIH is earned, due or credited for any purpose until an employee has completed six months of continuous employment in full-time status. At the end of the six-month period, EIH will be credited back to the first day of employment. Regular part-time core employees who have completed six months of continuous employment may accrue EIH for as long as they remain employed in a regular part-time core capacity as defined in this Agreement by exercising the option described in Section B of Appendix A. Casual employees and part-time non-core employees do not accrue EIH.

E. Accrual.

Years of Service	Earned Per Hour	Maximum Hours Banked
All	.0256	624

EIH is accrued on all compensated hours as described in Article 21, paragraph A.

F. If an employee transfers to other employment by the Hospital in a job classification not covered by this Agreement or reduces status to part-time non-core or casual without a break in continuity of employment by the Hospital, the employee will retain for use his/her EIH hours accumulated under this Agreement at time of transfer.

G. EIH shall not accumulate during leaves of absence (unless the employee uses PTO during the leave of absence, layoffs, or unpaid absence from employment because of illness).

H. An employee shall use accrued EIH for the acute illness of the employee's immediate family where the employee's presence with such ill family member is necessary. Such EIH use is subject to the usual three days or 24 work hours, whichever comes first, of PTO use prior to use of EIH.

I. An employee may use accrued EIH if required to quarantine due to a high-risk exposure at work and who is not receiving time loss benefits on a workers' compensation claim, provided that the employee followed applicable infection control and OSHA requirements.

J. The Hospital may require evidence of illness from the employee or family member's medical doctor as a condition of receiving EIH benefits. Failure to furnish satisfactory evidence to the Hospital of a bona fide illness preventing an employee from performing the employee's hospital duties or an acute illness of a family member requiring the presence of the employee shall terminate the employee's rights to EIH benefits.

K. Use of EIH shall not affect an employee's anniversary date of employment.

L. Eligibility. The maximum number of EIH an employee may accumulate is 624 hours. Once the maximum has been reached, additional earned EIH hours will be moved into the employee's PTO3 bank at a rate of conversion of two EIH hours equals one PTO3 hour as a wellness benefit. PTO3 will be distributed in the month of January following the year of accumulation and must be scheduled and taken within that calendar year. This PTO3 bank cannot be cashed out on retirement or employment termination. EIH is not paid on retirement or other termination of employment.

M. Conversion at Retirement. Employees who retire in good standing at age 65 with at least ten years of continuous service immediately preceding their retirement date or at age 60 with at least 15 years of continuous service immediately preceding their retirement date will be eligible to use a percentage of their banked EIH hours to purchase a Medicare supplement to the extent permitted by law or COBRA continuation coverage under any health plan other than a health flexible spending account according to the benefit table below. Otherwise, EIH benefits are not eligible for conversion or cash-out and are recognized instead as a form of insurance available to eligible employees during their term of employment at MCMC.

Years of Service	Percentage of EIH Hours Available
10 years	20%
15 years	30%
20 years	40%
25 years	50%
30 years	60%

Article 23 – Holiday

A. Holidays. Holidays are a built-in component of PTO. For the purposes of this Agreement, the holidays shall consist of regular shifts for which the majority of time falls between 12:00 a.m. and 11:59 p.m. of the holiday. The following holidays are recognized by the Hospital:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

B. Recognized Holidays. On recognized holidays, an employee may elect to request one day of accrued PTO. PTO shall be used in the same increments that an employee is normally scheduled unless the employee submits a written request for a different arrangement prior to the posting of the affected schedule.

C. Holiday Rotation. It is agreed that holiday work shall be rotated among all full-time, regular part-time core and part-time non-core within a department by the Hospital. A regular full-time and regular part-time core employee who are required to work on a holiday shall receive time and one-half the employee's regular rate of pay for hours worked as described in Appendix A. Part-time non-core and Casual employees working a recognized holiday shall be compensated at the rate of double time for all hours worked; all other employees working a recognized holiday shall be paid at the rate of time and one-half for all hours worked. When rotating holidays, the Hospital shall give consideration to employees' holiday preferences and no employee will be required to work the same holiday consecutively.

D. Holiday Workdays. In the event one of the holidays enumerated in above falls on a full-time employee's regular workday and she or he is required not to work, it shall be considered as a day worked for purposes of computing overtime. For purposes of the OR, an employee's "regular" workday will depend on the posted schedule for the scheduling period in question. The parties recognize that when a contract holiday falls on a Monday, the OR workweek may be scheduled Tuesday to Friday by appropriate posting procedures to ensure four workdays of OR availability.

Article 24 – Standby/Callback

A. An employee on standby status will be paid \$4.75 per hour (\$5.25 for holidays) for time spent on standby.

B. The standby rate for DI employees assigned to standby/on-call will be \$5.75 per hour (including holidays). The standby rate in the OR for Surgical Techs assigned to standby/on-call will be \$7.00 per hour (including holidays).

C. Effective the first full pay period following January 1, 2024, the standby rate for DI employees assigned to standby/on-call will be increased to \$7.00 per hour (including holidays).

D. Time actually worked on standby call-back on any call day shall be paid at one and one-half times the employee's regular hourly pay with a minimum of two hours.

E. The minimum call-back will be two hours (three hours for Surgery) which will be paid and worked. An employee whose primary assignment has been completed before the end of two (or three) hours may leave work at the conclusion of the assignment upon confirming with the Department Director or Supervisor that they are no longer needed. If the Department Director or Supervisor are not available, the employee will confirm with the House Supervisor or the Emergency Department that they are no longer needed.

F. The stand-by time and eligibility for stand-by and call-back pay shall begin at the commencement of the shift for which the employee is on stand-by. It is understood that stand-by pay terminates when an employee reports for work. When an employee is placed on stand-by for a previously scheduled shift, any call-back pay will be owed only for hours worked during the period for which the employee was assigned stand-by status.

Article 25 – No Pyramiding

The overtime and premium provisions of this contract will not be pyramided for any purpose in determining appropriate pay for time worked. Other than hours worked on a contract holiday, hours in a pay period for which an employee has already received a rate of time and one-half or greater under the terms of this Agreement (for example, call-back, daily overtime, or workweek overtime pay), will not be counted again for purposes of determining daily or workweek overtime pay.

Article 26 – Performance Appraisal

The appropriate manager will provide a formal performance evaluation for each bargaining unit employee pursuant to Hospital policy, providing feedback and coaching to employees as appropriate. The manager may seek input from any source necessary to assist with an accurate assessment of the employee's performance. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. An employee will be provided with electronic access to a copy of the appraisal.

Article 27 – Personnel Files

No material reflecting critically upon an employee may be placed in the employee's personnel files that the employee has not had an opportunity to review. Employees are entitled to prepare a written explanation or opinion regarding any critical material placed in the files. The explanation or opinion shall be attached to the material and included in the files for so long as the critical material is maintained in the employee's personnel records.

Such material submitted for possible inclusion in the employee's file shall consist normally of not more than two pages in total. The Hospital retains the right to delete from any submitted material items which the Hospital believes to be substantially inaccurate, defamatory or otherwise inappropriate as part of the Hospital file. Such deleted material shall be returned to the employee with a copy to the OFNHP representative. Within 14 days of mailing of such deleted material, the employee may submit revised material for possible inclusion in the personnel file. The Hospital may also delete from such resubmitted material items which the Hospital believes to be substantially inaccurate, defamatory or otherwise inappropriate as a part of the Hospital file. Such rejected material shall be returned to the employee, with a copy to the OFNHP representative. Within 14 calendar days of the mailing, the employee may submit revised material for possible inclusion in the personnel file after consultation and review by the OFNHP representative. The Hospital may also delete from such resubmitted material items which the Hospital believes to be substantially inaccurate, defamatory or otherwise inappropriate as part of the Hospital file. Such rejected material shall be returned to the employee. The Hospital will continue to recognize that the lack of misconduct for an extended period is a significant factor in determining "just cause" for discipline.

Article 28 – No Strike/Lockout

In view of the importance of the operation of Hospital's facilities to the community, Hospital and Union agree that there shall be no lockouts by Hospital and no strikes or picketing, sympathy strikes or picketing, or other interruptions of work by employees or Union during the term of this Agreement.

Article 29 – Separability

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government relations or decree, such decisions shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. In the event of such invalidation, the parties shall meet to negotiate in good faith appropriate modifications. Absent agreement, the matter is deferred to the next contract negotiations and is not subject to the arbitration provisions of this Agreement.

All provisions contained in this Agreement are subject to government review and approval under applicable economic controls, laws and regulations.


Article 30 – Duration and Term of Agreement

A. This Agreement shall become effective with the first pay period following ratification, and shall remain in effect until December 31, 2025, and annually thereafter unless either party hereto serves notice on the other of their intent to amend or terminate the Agreement as provided in this Article.


The parties agree on request from either party to be reasonably available after September 30, 2025, to begin bargaining the next contract, with a mutual goal of reaching a successor agreement on or before expiration of this contract on December 31, 2025.

B. If either party hereto desires to modify or amend any of the provisions of this Agreement, or to terminate this Agreement, it shall give written notice to the other party not less than 90 days in advance of December 31, 2025, or any December 31 thereafter that this Agreement is in effect.

**OREGON FEDERATION OF NURSES
AND HEALTH PROFESSIONALS**

By: 
Jonathon Baker
President OFNHP Local 5017

MID-COLUMBIA MEDICAL CENTER

By: 
Dennis Knox or designee
President/CEO

Name	Signature	Date
Cheri Viltz Ultrasound Echo Sonographer		4-5-23
Lynn Hoylman Ultrasound Echo Sonographer		4-5-23
Maria Carabantes Salguero Cardio-Pulmonary Respiratory Technician Lead		4-10-23
Meggan Erland MRI Radiology Technologist 111		4-5-23
Mary McDonnell Surgery Surgical Technologist Technician		4-5-23

APPENDIX A - WAGE RATES

Position	Grade	Status	24 Year - effective First Full pay Period														
			1 Year	2 Year	3 Year	4 Year	6 Year	8 Year	10 Year	12 Year	14 Year	16 Year	18 Year	20 Year	22 Year	24 Year	
Physical Therapy Aide	26 FT	Step 1	\$15.80	\$16.27	\$16.76	\$17.27	\$17.78	\$18.32	\$18.87	\$19.43	\$19.92	\$20.51	\$21.02	\$21.55	\$22.09	\$22.64	\$23.32
		2024 4%	\$16.43	\$16.92	\$17.43	\$17.96	\$18.49	\$19.05	\$19.62	\$20.21	\$20.71	\$21.33	\$21.86	\$22.41	\$22.97	\$23.54	\$24.25
		2025 4%	\$17.09	\$17.60	\$18.13	\$18.67	\$19.23	\$19.81	\$20.41	\$21.02	\$21.54	\$22.18	\$22.74	\$23.31	\$23.89	\$24.49	\$25.22
Clinical Lab Assistant	27 FT	Step 1	\$18.20	\$18.75	\$19.31	\$19.89	\$20.48	\$21.10	\$21.73	\$22.38	\$22.94	\$23.52	\$24.10	\$24.71	\$25.33	\$25.96	\$26.74
		2024 4%	\$18.93	\$19.50	\$20.08	\$20.68	\$21.30	\$21.94	\$22.60	\$23.28	\$23.86	\$24.46	\$25.07	\$25.70	\$26.34	\$27.00	\$27.81
		2025 4%	\$19.69	\$20.28	\$20.88	\$21.51	\$22.16	\$22.82	\$23.51	\$24.21	\$24.82	\$25.44	\$26.07	\$26.72	\$27.39	\$28.08	\$28.92
Sterilization Technician	27 FT	Step 1	\$18.20	\$18.75	\$19.31	\$19.89	\$20.48	\$21.10	\$21.73	\$22.38	\$22.94	\$23.52	\$24.10	\$24.71	\$25.33	\$25.96	\$26.74
		2024 4%	\$18.93	\$19.50	\$20.08	\$20.68	\$21.30	\$21.94	\$22.60	\$23.28	\$23.86	\$24.46	\$25.07	\$25.70	\$26.34	\$27.00	\$27.81
		2025 4%	\$19.69	\$20.28	\$20.88	\$21.51	\$22.16	\$22.82	\$23.51	\$24.21	\$24.82	\$25.44	\$26.07	\$26.72	\$27.39	\$28.08	\$28.92
Clinical Lab Assistant II	28 FT	Step 1	\$19.71	\$20.30	\$20.91	\$21.54	\$22.18	\$22.85	\$23.53	\$24.24	\$24.85	\$25.47	\$26.10	\$26.76	\$27.43	\$28.11	\$28.96
		2024 4%	\$20.50	\$21.11	\$21.75	\$22.40	\$23.07	\$23.76	\$24.48	\$25.21	\$25.84	\$26.49	\$27.15	\$27.83	\$28.52	\$29.24	\$30.11
		2025 4%	\$21.32	\$21.96	\$22.62	\$23.30	\$23.99	\$24.71	\$25.46	\$26.22	\$26.87	\$27.55	\$28.23	\$28.94	\$29.66	\$30.41	\$31.32
EKG Technician	28 FT	Step 1	\$19.71	\$20.30	\$20.91	\$21.54	\$22.18	\$22.85	\$23.53	\$24.24	\$24.85	\$25.47	\$26.10	\$26.76	\$27.43	\$28.11	\$28.96
		2024 4%	\$20.50	\$21.11	\$21.75	\$22.40	\$23.07	\$23.76	\$24.48	\$25.21	\$25.84	\$26.49	\$27.15	\$27.83	\$28.52	\$29.24	\$30.11
		2025 4%	\$21.32	\$21.96	\$22.62	\$23.30	\$23.99	\$24.71	\$25.46	\$26.22	\$26.87	\$27.55	\$28.23	\$28.94	\$29.66	\$30.41	\$31.32
Pharmacy Technician I	28 FT	Step 1	\$19.71	\$20.30	\$20.91	\$21.54	\$22.18	\$22.85	\$23.53	\$24.24	\$24.85	\$25.47	\$26.10	\$26.76	\$27.43	\$28.11	\$28.96
		2024 4%	\$20.50	\$21.11	\$21.75	\$22.40	\$23.07	\$23.76	\$24.48	\$25.21	\$25.84	\$26.49	\$27.15	\$27.83	\$28.52	\$29.24	\$30.11
		2025 4%	\$21.32	\$21.96	\$22.62	\$23.30	\$23.99	\$24.71	\$25.46	\$26.22	\$26.87	\$27.55	\$28.23	\$28.94	\$29.66	\$30.41	\$31.32
Sterilization Technician II	29 FT	Step 1	\$21.38	\$22.02	\$22.68	\$23.36	\$24.06	\$24.79	\$25.53	\$26.29	\$26.95	\$27.63	\$28.32	\$29.02	\$29.75	\$30.49	\$31.41
		2024 4%	\$22.24	\$22.90	\$23.59	\$24.30	\$25.03	\$25.78	\$26.55	\$27.35	\$28.03	\$28.73	\$29.45	\$30.19	\$30.94	\$31.71	\$32.66
		2025 4%	\$23.12	\$23.82	\$24.53	\$25.27	\$26.03	\$26.81	\$27.61	\$28.44	\$29.15	\$29.88	\$30.63	\$31.39	\$32.18	\$32.98	\$33.97
EEG/Cardiopulmonary Tech	29 FT	Step 1	\$21.38	\$22.02	\$22.68	\$23.36	\$24.06	\$24.79	\$25.53	\$26.29	\$26.95	\$27.63	\$28.32	\$29.02	\$29.75	\$30.49	\$31.41
		2024 4%	\$22.24	\$22.90	\$23.59	\$24.30	\$25.03	\$25.78	\$26.55	\$27.35	\$28.03	\$28.73	\$29.45	\$30.19	\$30.94	\$31.71	\$32.66
		2025 4%	\$23.12	\$23.82	\$24.53	\$25.27	\$26.03	\$26.81	\$27.61	\$28.44	\$29.15	\$29.88	\$30.63	\$31.39	\$32.18	\$32.98	\$33.97
Pharmacy Technician II	29 FT	Step 1	\$21.38	\$22.02	\$22.68	\$23.36	\$24.06	\$24.79	\$25.53	\$26.29	\$26.95	\$27.63	\$28.32	\$29.02	\$29.75	\$30.49	\$31.41
		2024 4%	\$22.24	\$22.90	\$23.59	\$24.30	\$25.03	\$25.78	\$26.55	\$27.35	\$28.03	\$28.73	\$29.45	\$30.19	\$30.94	\$31.71	\$32.66
		2025 4%	\$23.12	\$23.82	\$24.53	\$25.27	\$26.03	\$26.81	\$27.61	\$28.44	\$29.15	\$29.88	\$30.63	\$31.39	\$32.18	\$32.98	\$33.97

Pharmacy Technician III															
30 FT															
2024 4%	\$23.53	\$24.24	\$24.96	\$25.71	\$26.48	\$27.28	\$28.10	\$28.94	\$29.66	\$30.40	\$31.16	\$31.94	\$32.74	\$33.56	\$34.57
2025 4%	\$24.47	\$25.21	\$25.96	\$26.74	\$27.54	\$28.37	\$29.22	\$30.10	\$30.85	\$31.62	\$32.41	\$33.22	\$34.05	\$34.90	\$35.95
Surgical Technologist															
31 FT															
2024 4%	\$25.87	\$26.65	\$27.45	\$28.27	\$29.12	\$29.99	\$30.89	\$31.82	\$32.61	\$33.43	\$34.26	\$35.12	\$36.00	\$36.90	\$38.00
2025 4%	\$26.90	\$27.71	\$28.54	\$29.40	\$30.28	\$31.19	\$32.13	\$33.09	\$33.92	\$34.76	\$35.63	\$36.52	\$37.44	\$38.37	\$39.52
Physical Therapy Assistant															
31 FT															
2024 4%	\$25.87	\$26.65	\$27.45	\$28.27	\$29.12	\$29.99	\$30.89	\$31.82	\$32.61	\$33.43	\$34.26	\$35.12	\$36.00	\$36.90	\$38.00
2025 4%	\$26.90	\$27.71	\$28.54	\$29.40	\$30.28	\$31.19	\$32.13	\$33.09	\$33.92	\$34.76	\$35.63	\$36.52	\$37.44	\$38.37	\$39.52
Radiology Technologist															
32 FT															
2024 4%	\$28.45	\$29.30	\$30.18	\$31.09	\$32.02	\$32.98	\$33.97	\$34.99	\$35.86	\$36.76	\$37.68	\$38.62	\$39.59	\$40.58	\$41.79
2025 4%	\$29.59	\$30.48	\$31.39	\$32.33	\$33.30	\$34.30	\$35.33	\$36.39	\$37.30	\$38.23	\$39.19	\$40.17	\$41.17	\$42.20	\$43.47
Respiratory Technician I															
32 FT															
2024 4%	\$28.45	\$29.30	\$30.18	\$31.09	\$32.02	\$32.98	\$33.97	\$34.99	\$35.86	\$36.76	\$37.68	\$38.62	\$39.59	\$40.58	\$41.79
2025 4%	\$29.59	\$30.48	\$31.39	\$32.33	\$33.30	\$34.30	\$35.33	\$36.39	\$37.30	\$38.23	\$39.19	\$40.17	\$41.17	\$42.20	\$43.47
Respiratory Technician II															
33 FT															
2024 4%	\$31.30	\$32.24	\$33.21	\$34.20	\$35.23	\$36.29	\$37.37	\$38.50	\$39.46	\$40.44	\$41.45	\$42.49	\$43.55	\$44.64	\$45.98
2025 4%	\$32.55	\$33.53	\$34.53	\$35.57	\$36.64	\$37.74	\$38.87	\$40.03	\$41.04	\$42.06	\$43.11	\$44.19	\$45.30	\$46.43	\$47.82
First Assistant/Surgical Technologist															
33 FT															
2024 4%	\$31.30	\$32.24	\$33.21	\$34.20	\$35.23	\$36.29	\$37.37	\$38.50	\$39.46	\$40.44	\$41.45	\$42.49	\$43.55	\$44.64	\$45.98
2025 4%	\$32.55	\$33.53	\$34.53	\$35.57	\$36.64	\$37.74	\$38.87	\$40.03	\$41.04	\$42.06	\$43.11	\$44.19	\$45.30	\$46.43	\$47.82
Bio-Med Technician															
33 FT															
2024 4%	\$31.30	\$32.24	\$33.21	\$34.20	\$35.23	\$36.29	\$37.37	\$38.50	\$39.46	\$40.44	\$41.45	\$42.49	\$43.55	\$44.64	\$45.98
2025 4%	\$32.55	\$33.53	\$34.53	\$35.57	\$36.64	\$37.74	\$38.87	\$40.03	\$41.04	\$42.06	\$43.11	\$44.19	\$45.30	\$46.43	\$47.82
CT Technologist															
34 FT															
2024 4%	\$33.97	\$34.99	\$36.04	\$37.12	\$38.23	\$39.38	\$40.56	\$41.78	\$42.82	\$43.89	\$44.99	\$46.12	\$47.27	\$48.45	\$49.90
2025 4%	\$35.33	\$36.39	\$37.48	\$38.60	\$39.76	\$40.96	\$42.18	\$43.45	\$44.54	\$45.65	\$46.79	\$47.96	\$49.16	\$50.39	\$51.90
Mammography Technologist															
34 FT															
2024 4%	\$33.97	\$34.99	\$36.04	\$37.12	\$38.23	\$39.38	\$40.56	\$41.78	\$42.82	\$43.89	\$44.99	\$46.12	\$47.27	\$48.45	\$49.90
2025 4%	\$35.33	\$36.39	\$37.48	\$38.60	\$39.76	\$40.96	\$42.18	\$43.45	\$44.54	\$45.65	\$46.79	\$47.96	\$49.16	\$50.39	\$51.90

Nuclear Medicine Technologist															
35 FT															
2024 4%	\$37.39	\$38.51	\$39.67	\$40.86	\$42.08	\$43.35	\$44.65	\$45.98	\$47.13	\$48.31	\$49.52	\$50.76	\$52.03	\$53.33	\$54.93
2025 4%	\$38.89	\$40.05	\$41.25	\$42.49	\$43.77	\$45.08	\$46.43	\$47.82	\$49.02	\$50.25	\$51.50	\$52.79	\$54.11	\$55.46	\$57.13
MRI Technologist															
35 FT															
2024 4%	\$37.39	\$38.51	\$39.67	\$40.86	\$42.08	\$43.35	\$44.65	\$45.98	\$47.13	\$48.31	\$49.52	\$50.76	\$52.03	\$53.33	\$54.93
2025 4%	\$38.89	\$40.05	\$41.26	\$42.49	\$43.76	\$45.08	\$46.44	\$47.82	\$49.02	\$50.24	\$51.50	\$52.79	\$54.11	\$55.46	\$57.13
PACS Administrator															
35 FT															
2024 4%	\$37.39	\$38.51	\$39.67	\$40.86	\$42.08	\$43.35	\$44.65	\$45.98	\$47.13	\$48.31	\$49.52	\$50.76	\$52.03	\$53.33	\$54.93
2025 4%	\$38.89	\$40.05	\$41.25	\$42.49	\$43.77	\$45.08	\$46.43	\$47.82	\$49.02	\$50.25	\$51.50	\$52.79	\$54.11	\$55.46	\$57.13
Echo Sonographer															
36 FT															
2024 4%	\$38.39	\$39.54	\$40.73	\$41.95	\$43.21	\$44.50	\$45.84	\$47.21	\$48.40	\$49.61	\$50.85	\$52.12	\$53.42	\$54.75	\$56.40
2025 4%	\$39.93	\$41.12	\$42.36	\$43.63	\$44.94	\$46.28	\$47.67	\$49.10	\$50.33	\$51.59	\$52.88	\$54.20	\$55.56	\$56.94	\$58.65
Sonographer / Ultrasound															
36 FT															
2024 4%	\$38.39	\$39.54	\$40.73	\$41.95	\$43.21	\$44.50	\$45.84	\$47.21	\$48.40	\$49.61	\$50.85	\$52.12	\$53.42	\$54.75	\$56.40
2025 4%	\$39.93	\$41.12	\$42.36	\$43.63	\$44.94	\$46.28	\$47.67	\$49.10	\$50.33	\$51.59	\$52.88	\$54.20	\$55.56	\$56.94	\$58.65
Radiation Therapist															
37 FT															
2024 4%	\$45.24	\$46.60	\$47.76	\$49.19	\$50.67	\$52.19	\$53.76	\$55.37	\$56.75	\$58.17	\$59.63	\$61.12	\$62.65	\$64.21	\$66.14
2025 4%	\$47.05	\$48.46	\$49.67	\$51.16	\$52.70	\$54.28	\$55.91	\$57.58	\$59.02	\$60.50	\$62.02	\$63.57	\$65.15	\$66.78	\$68.79

Side Letter Regard Membership Fee in Diagnostic Imaging

The Hospital agrees that for the term of this Agreement, it will continue to pay each full-time and part-time DI employee's annual membership fee in the American Society of Radiologic Technologists, through which the DI employees can receive continuing education.

