

**Collective Bargaining Agreement**  
**Oregon Federation of Nurses and Health Professionals**  
  
**and**  
  
**St. Charles Medical Center – Bend**  
  
**April 1, 2024 – March 31, 2027**

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ARTICLE 1 – RECOGNITION

1.1 **Bargaining Unit.** St. Charles Medical Center – Bend (the “Hospital”) recognizes the OFNHP, Local 5017, AFT, AFL-CIO, as the exclusive representative for the bargaining unit certified by the NLRB in case number 19-RC-245930 on September 13, 2019, which is attached as Appendix A.

APPENDIX A

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD REGION 19

ST. CHARLES HEALTH SYSTEM, INC. d/b/a ST. CHARLES BEND,  Employer,  and  OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS, LOCAL 5017, AFT, AFL-CIO,  Petitioner.	Case 19-RC-245930
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TYPE OF ELECTION: STIPULATED

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for Oregon Federation of Nurses and Health Professionals, Local 5017, AFT, AFL-CIO and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Unit: All regular full-time, regular part-time, and per diem technical employees employed by the Employer at its main acute care Hospital, Family Birthing Center, and Heart and Lung Center in Bend, Oregon in the following classifications: all cath lab technologists, certified surgical technologists, CT technologists, echo technologists, nuclear med technologists, neurodiagnostic technologists, radiologic technologists, radiation therapy technologists, respiratory therapists, surgical technologists, ultrasound technologists, vascular/cath technologists, and x-ray technologists; excluding all other non-professional employees, skilled maintenance employees, managerial employees, and guards and supervisors as defined by the Act.

However, the Anesthesia Technician and Endoscopy Tech classifications are neither included in nor excluded from the bargaining unit covered by this certification, inasmuch as the parties did not agree on the inclusion or exclusion of these classifications but agreed to vote them subject to challenge and resolution of their inclusion or exclusion was unnecessary because their ballots were not determinative of the election results.

RONALD K. HOOKS  
Regional Director, Region 19

By \_\_\_\_\_  
JESSICA DIETZ  
Officer in Charge, Subregion 36  
National Labor Relations Board

Attachment: Notice of Bargaining Obligation

ARTICLE 2 – UNION MEMBERSHIP AND REPRESENTATIVE

2.1 Membership.

**2.1.1 Union Membership.** Membership in the Union shall not be required as a condition of employment for bargaining unit employees hired on or before the ratification of this Agreement. Those employees that are currently OFNHP members and all bargaining unit employees hired after ratification of this Agreement will be required as a condition of employment during the term of this Agreement to either maintain their membership or contribute fair share payments. Newly hired or employees transferring to the bargaining unit shall be made aware of this provision at the time of orientation or during the transfer process, and must, within thirty (30) days from their first day of work, as a condition of continued employment, either become a full member OFNHP or make a monthly fair share payment. Bargaining unit members hired after ratification will be given accurate information on membership obligations during the Union allotted time slot during mandatory orientation provided to all new staff members by the Hospital.

**2.1.2 Fair Share Payment.** The monthly fair share payment shall be as established by OFNHP in accordance with applicable law, but in no event shall be greater than the monthly dues paid by members of OFNHP. Fair share payment shall be made to OFNHP or, for persons with religious objections, to the St. Charles Foundation.

**2.1.3 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 biweekly and remitted to OFNHP together with the names of those authorizing deductions.

**2.1.4 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.

**2.1.5 Religious Objection.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to the St. Charles Foundation. These religious objections and decisions as to which fund will be used must be documented and declared in writing to OFNHP. Any employee exercising his or her right of religious objection must provide OFNHP with a receipt of payment on a monthly basis.

**2.1.6 Member Data.** The Employer will also provide an accessible roster monthly in electronic format that includes the employee's name, bargaining unit, employee identification number, work location, job title, department, date of hire, rate of pay, gross pay, hours worked, as well as any employee terminations or transfers from the bargaining unit.

**2.2 Orientation of Newly Hired Employees.** OFNHP will be allowed up to thirty (30) minutes during orientation and this time will be used only to provide newly hired employees with a copy of the Collective Bargaining Agreement, membership packet, and orientation to the provisions of the existing contract. The Hospital is entitled to attend and respond to OFNHP's presentation. The Hospital will provide OFNHP with notice of all scheduled orientations at least a week in advance whenever practicable.

**2.3 Distribution of OFNHP Materials.** OFNHP will make membership informational materials available to bargaining unit members, including a copy of this Agreement. The

Hospital will contribute up to fifty percent (50%) of the cost associated with printing paper copies up to a cap of \$1000 following receipt of an invoice from OFNHP.

**2.4 Union Stewards.** Union Stewards are bargaining unit employees. OFNHP shall provide the Hospital a list of all Union Stewards and elected Union Representatives from the bargaining unit. The list will be updated whenever the Union Stewards change. The transaction of Union business shall be on the employees' own time. Off duty Union Stewards entering facilities to transact Union business shall be subject to provisions as Union Representatives, including notice provisions.

**2.5 Union Boards.** The Employer will provide OFNHP bulletin board space for posting of notices of Union elections and results, Union meetings, and Union educational classes.

**2.6 Access to Premises.** Duly authorized representatives of OFNHP shall be permitted at all reasonable times to enter the facilities operated by the Hospital for purposes of transacting OFNHP business; provided, however, that the OFNHP's representatives shall, upon arrival at the Hospital, notify the Administrator or designee of the intent to transact OFNHP business and that visitations other than on the day shift shall be after notification in advance to the Administrator or designee during normal office hours. Transaction of any business shall be conducted in an appropriate location, a non-patient care area, subject to general Hospital rules applicable to non-employees and shall not interfere with the work of any employee. If OFNHP believes that it is necessary to observe working conditions under which members are employed, the OFNHP representative will request arrangements for this observation through human resources.

### ARTICLE 3 – EMPLOYEE DEFINITIONS

**3.1 Full-Time/Part-Time Employee.**

**3.1.1** A full-Time employee has an assigned FTE and is regularly scheduled to work at least thirty-six (36) hours per week.

**3.1.2** A Part-Time employee has an assigned FTE and is regularly scheduled to work less than thirty-six (36) hours per week.

**3.2 Relief (Per-Diem) Employee.** An employee with no assigned FTE employed in a relief position that is utilized on an intermittent basis as needed.

**ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

**4.1 Nondiscrimination.** The Hospital shall continue its present policy of compliance with all anti-discrimination laws applicable to the employees in the bargaining unit. The Hospital and OFNHP agree to work cooperatively to address employee requests for accommodation.

Upon notification to OFNHP of an individual filing for redress of any item in this Article (4.1) in any court of law or administrative agency, any grievance filed by the same employee or OFNHP under this Article will be withdrawn.

**4.2 OFNHP Membership and Activities.** The Hospital agrees that there will be no discrimination against a bargaining unit member based on membership in OFNHP.

**4.3 Workplace Bullying.** The parties recognize that everyone, including employees and leaders, should be treated with respect and dignity. The parties endorse the ongoing efforts to eradicate bullying behavior from any source.

**ARTICLE 5 – EMPLOYMENT STATUS**

**5.1 Discipline and Discharge.** The Hospital shall have the right to discipline bargaining unit members who have completed their introductory period for just cause.

**5.1.1 Weingarten Right to OFNHP Representation.** A bargaining unit member shall have the right to request a representative of OFNHP accompany them to any meeting with the Hospital when they reasonably believe that such meeting may result in a disciplinary action. The Hospital shall not deny a member's reasonable request for representation. If an ONFHP steward is available, they shall be permitted to attend. If an OFNHP steward is unavailable, both parties will collaborate promptly to schedule a meeting.

Except in cases when the Employer suspects gross misconduct, the bargaining unit member will be given reasonable notice of the subject matter of an investigatory meeting that may result in disciplinary action. Employees shall be paid at their regular hourly rate for time spent in disciplinary /investigatory meetings.

**5.1.2 Employee Response.** Bargaining unit members shall have the right to respond in writing to disciplinary notices and have that response incorporated into the record.

**5.1.3 Confidentiality.** If reasonable and practicable, disciplinary matters shall remain confidential between the bargaining unit member, the bargaining unit member's representative(s), and cognizant Hospital management. This shall not impede members and stewards from communicating freely to obtain information related to any corrective action, discipline, investigation, or grievance.

**5.1.4 Progressive Discipline.** The form of disciplinary action taken may vary depending upon the nature and severity of the conduct and any mitigating circumstances. When appropriate, disciplinary action follows a progressive method by using increasingly stronger action and may include one or more of the following: verbal warning, written warning, probation with final written warning, or discharge. Disciplinary action on successive offenses may be less severe, parallel or progressive, depending on the nature and relationship between the offenses. A performance improvement action plan can be developed in conjunction with a disciplinary action as well as at other times. Disciplinary records will be made available for the employee to review.

Information obtained from a bargaining unit member during the Hospital's root cause analysis (or equivalent) process will not be used to discipline that bargaining unit member.

**5.1.5 Disciplinary Documentation.** All disciplinary action shall be recorded in writing. A copy of the discipline documentation shall be provided to the bargaining unit member receiving the discipline at the time it is administered.



**5.1.6 Administrative Leave Pending Investigation.** A bargaining unit member may be placed on paid administrative leave pending investigation in the event of an allegation of serious misconduct. The Hospital will notify the bargaining unit member of their right to consult with OFNHP. The Hospital shall make every effort to conclude the investigation within fourteen (14) calendar days or as soon as reasonably possible given the circumstances. Determination of the appropriate discipline in compliance with this Article shall be made at the completion of the investigation. If the bargaining unit member is discharged for just cause, the bargaining unit member will not receive pay or ETO accrual for the administrative leave period.

**5.2 Introductory Bargaining Unit Members.**

**5.2.1 Introductory Period.** Bargaining unit members employed by the Hospital shall become non-introductory employees after they have been continuously employed for a period of ninety (90) consecutive calendar days except that if a relief bargaining unit member has not worked a minimum of 300 hours during that 90-day period, then the bargaining unit member's introductory period shall continue until the 300 hours have been worked.

**5.2.2 Introductory Orientation.** The Hospital will provide appropriate orientation for all newly employed bargaining unit members, those transferring to a new position or those who float to a different department.

**5.2.3 Introductory Discipline and Termination.** The just cause provision does not apply to bargaining unit members terminated during the introductory period. They shall have no access to the grievance process for disciplinary decisions of any kind.

**5.3 Notice of Resignation.** All bargaining unit members shall give the Hospital no less than twenty-one 21 calendar days' notice of intended resignation but shall be allowed to continue their regular job assignment unless otherwise agreed to by the bargaining unit member. Failure to give such notice shall constitute forfeiture of accrued ETO.

**5.4 Notice of Termination.** The Hospital shall give bargaining unit members twenty one (21) calendar days' notice of the termination of their employment, or if less notice is given, the difference between twenty one (21) calendar days and the number of working days of advance notice shall be paid to the bargaining unit member at their regular rate of pay, eight (8) hours per such working day; provided, however, that no such advance notice or pay in lieu thereof shall be required for bargaining unit members who are discharged for cause.

**5.5 Exit Interviews.** Each bargaining unit member leaving the employment of the Hospital may be required to report for a termination or exit interview by the Human Resources Department.

**5.6 Personnel Records.** Personnel record information shall be made available in accordance with state and federal law.

**5.6.1 Final Written Warning.** A final written warning will not restrict transfer to a new position after one year.

**5.6.2 Definition.** Chronological records are maintained on the unit to document specific events or issues related to bargaining unit member's performance. Entries are not considered discipline unless documented as a verbal warning under Section 5.1.5.

**5.6.3 Use.** A chronological record that documents performance may result in an entry in the bargaining unit member's personnel evaluation or a disciplinary action. An evaluation or discipline will not be based on a chronological record that was purged before the evaluation or discipline was given. The Hospital may refer to prior evaluations.

**5.6.4 Notice.** The bargaining unit member will be notified promptly when a chronological record reflecting a performance concern is written. The chronological record is available for the bargaining unit member to review and respond.



**5.6.5 Purging.** Chronological records shall be purged from the bargaining unit member’s records after one (1) year if there has been no repeat occurrence of a similar nature.

**ARTICLE 6 – SENIORITY**

- 6.1 Seniority.** Seniority shall mean the length of continuous employment by the Hospital of a bargaining unit member covered by this Agreement. Seniority shall be accumulated for each bargaining unit member based on years of service to the Hospital. Relief bargaining unit members shall accumulate seniority separately based upon hours worked. For the purpose of calculating seniority, if a bargaining unit member moves to and from relief status, one year of seniority shall equal 1900 hours of relief work.
- 6.2 Continuous Employment.** 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.
- 6.3 Loss of Seniority.** Continuous employment that has been interrupted by the occurrence of the following:
- 1. Termination.
  - 2. Layoff for lack of work which has continued for six (6) consecutive months.
  - 3. Continued absence following the expiration of a written leave of absence or emergency extension thereof granted by the Hospital.
  - 4. Absence from work for three (3) consecutive working days without notice to the Hospital. Failure to report for work promptly after an accident or sickness when released to return to work by a physician.
- 6.4 Service Outside Bargaining Unit.** A bargaining unit member who has accepted or accepts employment in a position outside the scope of this Agreement, without a break in Hospital service, and who is later employed by the Hospital as a regular bargaining unit member, without a break in Hospital service, will thereafter be credited with their previously accrued seniority as a bargaining unit member, their ETO accrual rate based

upon total consecutive years of Hospital service, and no less than their previously existing wage rate as a bargaining unit member. In addition, such bargaining unit member may utilize accrued bargaining unit seniority during the first six (6) months outside the bargaining unit for purposes of job bidding for any bargaining unit position.

Additionally, a bargaining unit member who accepts a special project non-bargaining unit position may be granted access to prior accrued bargaining unit seniority for purposes of job bidding for up to twelve (12) months after leaving the bargaining unit.

**ARTICLE 7 – HOURS OF WORK**

- 7.1 Workweek.** The basic work period shall be 40 hours in a seven-day week beginning Sunday at 0300. If the start of a shift occurs during a particular workweek, then all hours during that shift will count toward that particular workweek.
- 7.2 Overtime.**
- 7.2.1 Weekly Overtime.** All time worked in excess of forty (40) hours during a workweek will be considered overtime.
  - 7.2.2 Daily Overtime.** All time worked in excess of twelve (12) consecutive hours will be considered daily overtime.
  - 7.2.3 Overtime Rate.** Overtime will be paid at the rate of one and one-half (1 1/2) times the employee’s regular rate of pay.
- 7.3 Overtime Will Be Paid by The Minute.** Whenever time and one-half (1 1/2) as premium or overtime is payable for hours worked, those hours will not be considered again for determination of premium or overtime pay under any other category, except as required by law. There will be no pyramiding or duplication of overtime pay. Non-worked hours are not included for purposes of determining overtime such as on-call hours, paid time off, jury duty, bereavement and any paid leaves of absence. All overtime must be properly authorized by the Hospital. If a patient emergency arises and advance authorization is not possible, the employee agrees to properly report the overtime in a timely manner by alerting their manager to the unauthorized work and the reason for the unauthorized overtime being performed.

**7.4 Overtime and Holidays.** Hours worked on Holidays will be counted toward computation of weekly overtime hours.

**7.5 Meal Periods and Rest Breaks.** The Hospital will provide rest periods in accordance with state and federal laws with the exception that the Hospital agrees to provide rest periods in fifteen (15) minute increments in accordance with the Hospital’s policy. A meal period and rest break may be combined for a total of forty-five (45) minutes of break time (thirty (30) minutes unpaid) when agreed upon by both the employee and the employee’s leadership.

Rest breaks shall be considered time worked for pay purposes. The Hospital will provide meal periods in accordance with state and federal laws except that, when possible, meal breaks will be taken during the following working hours:

- For eight-hour shifts between the third and sixth working hour.
- For nine-hour shifts between the third and seventh working hour.
- For 10-hour shifts between the fourth and eighth working hour; and
- For 12-hour shifts between the fourth and ninth working hour.

Employees required to work during the meal period will be compensated for such work at the appropriate rate and in accordance with applicable law.

**7.5.1** Effective July 1, 2025, in the event a bargaining unit member accurately reports a missed meal period or missed rest break on the time clock during their shift, they will be eligible to receive, upon request, a single payment equivalent to an additional half hour of pay at their base rate for a missed meal period and a quarter (0.25) of an hour pay for each missed rest break in the next payroll period. This payment will not be counted as an hour worked for any reason. Bargaining unit members who declined to take a break when offered are not eligible for this payment.

**7.6 Work Schedules.** Work schedules, which include starting times and a specific end of shift, will be posted at least two (2) weeks prior to the beginning of the four (4) week schedule period. Requests for scheduled days off, or to retract scheduled days off, must be submitted prior to the schedule being posted. Employees will not be pre-scheduled beyond their FTE without their consent.

**7.7 Scheduled Extra Shifts.** The Hospital will offer extra available work to qualified employees who will not be in overtime or premium pay status by accepting the extra work. After the schedule is posted, priority is given first to full-time and part-time employees who have been called off and need the hours to maintain their positioned hours.

**ARTICLE 8 – COMPENSATION**

**8.1 Wages.** Hourly wage rates will be based on current job classification ranges. Employee placement on the range is determined by skill and experience.

**a. Step Schedule** – Effective the first full pay period following October 27, 2024, the Hospital will move to the job classifications step schedule outlined in Appendix X, which will replace the market and general increases previously received. In the second year of the contract, first full pay period following April 1, 2025, there will be an across-the-board increase of 2.5%. In the third year of the contract, the first full pay period following April 1, 2026, there will be an across-the-board increase of 3%.

**b. Step Placement October 27, 2024, or three pay periods following ratification, whichever is later:** Current employees will be placed on their job classification step reflecting their years of experience as measured in accordance with this Article in the Hospital’s sole discretion. In the event that an employee is currently receiving a wage rate in excess of their base wage outlined in the wage scale in Appendix X, they will be red-circled until such time as the wage scale surpasses their red-circled wage rate. If the red-circled employee is a .5 FTE or above, they will receive a placement bonus of \$1,000 (less required withholding) in lieu of a wage increase, to be paid at the same time as the step placement is made.

c. **Step Placement New Hires After October 27, 2024, or ratification, whichever is later.** New hires after October 27, 2024, will be placed on their job classification wage scale based on the Hospital's assessment of their credit for past experience, which will be made in the Hospital's sole discretion.

d. **Step Progression after October 27, 2024,** once placement in the new step schedule has been made, employees who are not red-circled will advance one step on the first full pay period following the anniversary date of employment in a bargaining unit position.

**8.2 Substantially Modified Positions.** If the Hospital substantially changes the requirements, responsibilities and duties of an existing position, the Hospital shall provide written notice to OFNHP outlining the position changes and the proposed rate of pay, at least fourteen (14) days prior to implementation of the substantially revised position. If OFNHP requests bargaining within fourteen (14) days after receipt of the notice, the parties will meet to bargain the rate of pay. The Employer's proposed rate shall be paid while negotiations proceed.

**8.3 New Hires.** Through October 27, 2024, new hires will be placed in the wage grade for their job classification based on skill and experience. They will not be placed at a wage rate that exceeds the wage rate of current employees in their job classification with equivalent skills and experience as determined by the Hospital.

**8.4 Re-hires.** If an employee voluntarily resigns and returns to the same job classification within the bargaining unit within twelve (12) months, the Hospital will rehire the employee at no less than the same wage rate the employee had immediately prior to resignation.

**8.5 Hospital Discretion.** All step and wage placement decisions are within the Hospital's sole discretion. OFNHP recognizes this Agreement to be the minimum standards of employment. This Agreement should not be construed to limit the Hospital's right to reward an individual bargaining unit member's performance over and above the

prescribed conditions called for in this Agreement. If requested by OFNHP, the Hospital will provide a list of wage increase and bonus compensation awards under this Article.

**8.6 Premium and Overtime Pay.** Whenever time and one-half as premium or overtime is payable for hours worked under one provision of this Article, those hours will not be considered again for determination of premium or overtime pay under another category.

**8.6.1 Overtime.** Overtime compensation will be paid at one and one-half (1 ½) times the bargaining unit member's regular straight time hourly rate of pay for hours worked in excess of: their work rule in each workweek of seven (7) consecutive days beginning on Sunday at 0700.

**8.6.2 Premium Pay.** Premium pay at the rate of time and one-half (1 ½) will be paid for extra hours worked as follows:

- A. The Hospital retains discretion to establish premium pay shifts as necessary and appropriate to fill open or extra shifts.
- B. **Short Rest.** For all hours worked on a shift if the bargaining unit member had ten (10) or fewer hours off duty between that shift and the immediately prior hours that the bargaining unit member worked (not including standby, all meeting and education time).

Premium pay will not be paid under this section 8.5.2 if the bargaining unit member requested to work the extra hours. The premium status of the work will be clarified before the bargaining unit member agrees to work the extra hours.

**8.7 Extra Shift Incentive Pay.** The Hospital retains the discretion to establish Extra Shift Incentive Pay programs as necessary and appropriate. Caregivers will be told in advance if Extra Shift Incentive Pay applies to a particular shift and that shift will be paid in accordance with the agreement.

**8.8 Holiday Pay.** If a bargaining unit member is scheduled by the Hospital to work on any of the following holidays, the bargaining unit member will be paid one and one-half (1 ½) times the regular hourly rate of pay for all time worked on such holiday, including

applicable differentials. The observance of recognized holidays will begin at 2300 hours the day preceding the actual holiday and end at 2300 on the day of the holiday except for Christmas Eve and New Year’s Eve as noted below. Holidays are defined as follows:

- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- Christmas Eve after 3:00 p.m.
- New Year’s Eve after 3:00 p.m.
- New Year’s Day

When a bargaining unit member works any time on a holiday that otherwise would be paid at the overtime rate or a premium rate other than the time and one-half (1 ½) premium described in 8.8 above, the bargaining unit member will receive two and one-half (2 ½) times the normal rate of pay instead of the overtime or premium rate.

8.9 Shift Differential.

- 8.9.1 General Rule. Shift differential will be paid for each hour that a bargaining unit member works during the period defined for evening or night shift differential. The evening shift differential begins at 1500 and ends at 2300. The night shift differential begins at 2300 and ends at 0700. Applicable shift differential pay shall be included in earned time off, bereavement leave, and applicable overtime hours worked. In addition, all time worked when called in from standby will be paid under this general rule and will not be subject to 8.9.2.
- 8.9.2 Night Shift Exceptions. A bargaining unit member on an eight (8), nine (9), or ten (10) hour night shift that includes 2300 to 0730 and a bargaining unit member on a standard twelve (12) hour night shift including 1800, 1900, and 2000 start times will receive night shift differential for the entire shift worked, including day shift hours when the bargaining unit member is held over onto the day shift.

- 8.9.3 Evening Shift. The evening shift differential will be two dollars and fifty cents (\$2.50) per hour.
- 8.9.4 Night Shift. The night shift differential will be \$10.00 per hour- for new employees in the bargaining unit. For night shift employees with at least two (2) continuous years of experience in the bargaining unit (April 1, 2021, or later if hired after April 1, 2021), the night shift differential will increase to \$12.00 per hour. For employees with at least five (5) continuous years of employment in a bargaining unit position, the night shift differential will be \$14.00 per hour. The employee will promptly provide notice to Human Resources when they believe an adjustment is due. The differential will adjust effective the first pay period following notification.

8.10 Standby Compensation. Standby compensation policies for bargaining unit members are as follows:

- 8.10.1 Standby Rate. Bargaining unit members scheduled for standby shall be paid the sum of \$7.50 per hour for each hour of scheduled standby with the following exception:

Bargaining unit members scheduled for mandatory standby teams in Echo, Cath lab, OR and Radiology will be compensated for standby hours on the following pay schedule based on the average scheduled standby hours for all bargaining unit members on the team. Average scheduled standby will be determined by taking the total number of standby hours covered by the team, divided by the number of members on the team.

The following schedule:

- 0 to 80 = \$7.50 per hour
- 81 to 120 = \$12.50 per hour
- 121 + = \$17.50 per hour

(These hours represent the team average, not individual standby hours.)



If a bargaining unit member who has been called off and placed on standby is called back to work all or any part of the shift from which the bargaining unit member was called off, the bargaining unit member will be paid standby compensation of \$7.50 per hour regardless of the applicable standby rate and callback pay as provided in 8.9.2 for all hours actually worked.

**8.10.2 Callback Pay.** Time actually worked while scheduled on standby. Callback shall be compensated at one and a half (1 ½) times the bargaining unit member's regular straight time hourly rate of pay, in addition to standby compensation.

**8.10.2.1 Callback Pay on Mandatory Call Units.** Callback pay for mandatory call units is at the rate of one and three-quarters time.

**8.10.3 Minimum Guarantee.** Bargaining unit members called back from standby shall be guaranteed a minimum of two (2) hours' pay at their applicable hourly rate provided this work is not a continuation of work at the end of the scheduled shift or if the call back time runs into the beginning of a previously scheduled shift.

**8.11 Temporary Assignment Pay.** A bargaining unit member temporarily assigned to a higher position shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position if such assignment lasts for a period of four (4) hours or more within a shift.

**8.12 Lead Pay.** The Hospital reserves the right to decide whether a lead is needed in any department. Any bargaining unit member who is assigned to work as lead shall be paid \$2.00 per hour for each hour worked in the assignment.

**8.13 Coordinator Role.** The Hospital reserves the right to decide whether a coordinator is needed in a department. Effective the first full pay period following October 27, 2024, coordinators will be placed on the same grade as their job classification and will be paid an additional \$4.00 per hour for each hour worked in the coordinator position.

**8.14 Preceptor Pay.** Preceptors will add \$1.25 per hour worked while assigned preceptor duties, except in the case of precepting students on a voluntary basis. Preceptor pay applies to bargaining unit members, who are not in the position of student coordinator, assigned to supervise students in their modality with direct oversight and responsibility for the student's education. Preceptors are subject to low census as specified under section 16. The Hospital reserves the right to require formal preceptor training as a prerequisite to preceptor training pay. If a non-trained caregiver, e.g., who has not taken the required class, is assigned to precept, they shall be paid the full preceptor pay for formally trained preceptors.

**8.15 Weekend Differential.** For hours worked on a weekend shift when the bargaining unit member is not eligible for time and one-half or greater pay under this Agreement, the bargaining unit member will be paid a weekend differential of \$4.00 per hour worked. The weekend is defined as 2300 Friday to 2300 Sunday.

**8.16 Telephone Consultation.** Bargaining unit members who are contacted by leadership for expertise in their field during their off-duty hours will be paid at the rate of 1.5 times the employee's regular rate of pay for a minimum of fifteen (15) minutes.

**8.17 Advanced Education Certification Pay.** Bargaining unit members holding an approved advanced certification will be paid one dollar (\$1.00) above their base rate. An approved certification list shall be recommended with mutual consent of the Hospital and the Labor Partnership Committee, which must be reviewed and approved by leadership. The approved list shall be reviewed and updated as needed on an annual basis. Certifications must not be required for the position but must be related to the bargaining unit members work within the department. Bargaining unit members will receive certification pay for up to one (1) approved certification regardless of the number of certifications held.

Bargaining unit members holding a bachelor's degree in a field directly related to their work or a master's degree in a field directly related to their work, will be paid two dollars (\$2.00) above their base rate. Leadership will determine in its discretion whether a degree is in a field directly related to the bargaining unit members' work.

Bargaining unit members may receive both advanced education pay and pay for up to one (1) approved certification.

**8.18 Relief Bargaining Unit Member Pay.**

**8.18.1** Relief bargaining unit members shall receive a premium in lieu of the benefits contained in Article 11, at the rate of fifteen (15) percent of their regular hourly rate of pay. Benefit eligible bargaining unit members that hold a secondary relief position are not eligible for relief differential; such bargaining unit members shall accrue applicable benefits.

**8.19 Timecards.** The Hospital will provide the bargaining unit member the ability to access and print their current timecard.

**ARTICLE 9 – GRIEVANCE PROCEDURE**

The purpose of this Article is to provide the sole method for the settlement of disputes in connection with the interpretation and application of any specific provision of this Agreement. Any such dispute shall be defined as a grievance and must be presented and processed in accordance with the following steps, time limits and conditions provided herein.

Intent. It is the intent of the parties that grievances be adjusted informally wherever possible and at the first level of leadership. Further, it is the intent of the parties that grievances be heard by a different Hospital representative at each step of the process.

**9.1 STEP 1.** Any bargaining unit employee may first present a grievance to their supervisor within fourteen (14) calendar days of the date of occurrence or when they should have reasonably known of the occurrence. The supervisor shall meet with the employee, representative of OFNHP, or steward, if available and requested by the employee, and attempt to resolve the matter within ten (10) calendar days. If the employee is dissatisfied with the response of the supervisor, the employee may pursue the matter further by submitting a written grievance to the next level leader within ten (10) calendar days from the date of the supervisor’s response or date when the supervisor’s response was due if none is given.

**9.2 STEP 2.** The next level leader or designee shall meet with the grievant and a representative of OFNHP, if the grievant so desires within seven (7) calendar days to attempt to resolve the matter. The OFNHP representative may effectuate a grievance on behalf of an employee or group of employees at this step, subject to the same initial ten (10) calendar day filing period. The next level leader or designee shall have ten (10) calendar days in which to respond in writing to the grievant with a copy provided to OFNHP. If the matter is not resolved at this step, the grievant or the OFNHP representative may pursue the matter further by submitting the written grievance to the next level leader or designee within ten (10) calendar days from the date of the next level leader’s response, or when the response was due if none was given.

**9.3 STEP 3.** The next level leader, or designee, shall meet within ten (10) calendar days after the grievance is presented with the grievant and a representative of OFNHP in an attempt to resolve the matter. The next level leader, or designee, will advise the grievant(s) and the OFNHP representative of their decision in the matter within ten (10) calendar days from the date of the last meeting. If the matter is not resolved at this step, the grievant or the OFNHP representative may pursue the matter further by submitting the written grievance to the President & CEO of St. Charles Health System within ten (10) calendar days from the date of the next level leader (or designee) response, or when the response was due if none was given.

**9.4 STEP 4.** The President & CEO or designee shall meet within ten (10) calendar days after the grievance is presented with the grievant and a representative of OFNHP in an attempt to resolve the matter. The President & CEO, or designee, will advise the grievant(s) and the OFNHP representative of their decision in the matter within ten (10) calendar days from the date of the last meeting.

**9.4.1** If the grievance is not settled at the conclusion of STEP 4, OFNHP may proceed to the Arbitration Clause (Article 11). A notice of intent to seek arbitration must be filed within ten (10) calendar days of the response in STEP 4. Said notification must be in writing and directed to Director of Human Resources or designee.



- 9.4.2** A grievance involving a discharge shall be instituted at STEP 2 with the next level leader or designee within fourteen (14) calendar days from the date of discharge. The Hospital shall present each employee with a written letter of termination at the time of the employee’s termination, outlining the specific reason(s) for the discharge, with a copy provided to OFNHP.
- 9.4.3** The parties agree that they will follow the foregoing grievance procedures in accordance with the respective steps, time limits and conditions contained therein. If in any step the Hospital’s representative fails to give their written answer within the time limit set forth, the grievance must be appealed to the next step at the expiration of such time limit. If the employee or the OFNHP representative fails to follow the foregoing grievance procedure in accordance with the steps, time limits and conditions contained therein, the grievance shall be deemed settled on the basis of the Hospital’s last answer. Timelines may be waived by mutual consent in writing of the parties involved if such is deemed necessary due to illness, accident, vacation, etc.
- 9.4.4** No employee shall be paid by the Hospital for time spent in grievance meetings.

## **ARTICLE 10 – ARBITRATION**

If the grievance is not settled on the basis of the Grievance Procedure in Article 9, the grievance may be appealed in writing to final and binding arbitration within fourteen (14) calendar days after receipt of the written answer from the President and CEO in STEP 4. The appeal to arbitration shall be in accordance with the procedure set forth below.

(A) Within ten (10) calendar days of the notification that the dispute is submitted for arbitration, the Hospital and the OFNHP representative shall attempt to agree on an arbitrator. If the Hospital and OFNHP fail to agree on the arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliatory Services sub-regional panel of arbitrators who are members of the National Academy of Arbitrators. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

(B) The award of the arbitrator shall be final and binding on all parties.

No matter other than the grievance, which is an alleged violation of a specific provision as written and expressed in this Agreement, can be reviewed on the merits by the arbitrator.

The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration unless the parties have expressly agreed, in writing, to give them specific authority to do so, or to make an award which has this effect.

When under this Agreement the Hospital has the right to exercise its judgment, the arbitrator shall have no right or power to substitute their judgment for the Hospital’s judgment.

The arbitrator shall arrive at their decision solely upon the facts and contentions as presented by the parties during the arbitration proceeding. The arbitrator shall not consider any facts/contentions which were not introduced by the parties in the four (4) steps of the Grievance Procedure unless the new information is shared with both parties at least two (2) weeks in advance of the arbitration hearing, and the parties have met to discuss such new facts/contentions.

The arbitrator shall render their decision within sixty (60) days of the close of the arbitration hearing unless both OFNHP and the Hospital agree, in writing, to permit a longer period. The parties agree to make a joint request to the arbitrator for the status of the decision if the decision is not provided within sixty days or a mutually agreed extended date.

The expenses and fee of the impartial arbitrator are to be borne equally by both parties.

Either party may obtain a transcript of the arbitration at that party’s expense and for that party’s sole use unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally.

## ARTICLE 11 – HEALTH AND WELFARE

For Article 11, benefit eligible bargaining unit members are defined as all bargaining unit members positioned at a minimum of twenty (20) hours per week or forty (40) hours in a pay period. The Hospital will offer all benefit eligible bargaining unit members the same health and welfare plans at the same premium cost as offered to non-bargaining unit benefit eligible hourly employees.

**11.1 Health Insurance.** The Hospital will offer all benefit eligible bargaining unit members the same health plan(s) at the same premium cost as offered to non-bargaining unit benefit eligible hourly employees. The Hospital will provide OFNHP with written notice of material changes to benefits a minimum of thirty (30) days prior to implementation. OFNHP agrees it has no right to bargain over these changes.

**11.1.1 Wellness Program.** A wellness program will be offered. It is a comprehensive health and wellness program designed to shift the focus from treating illness to improving health. The program engages individuals in the management of their own health and wellness with a rewards system for healthy lifestyle choices encouraged by voluntary participation.

Wellness incentive employees and spouses who voluntarily participate will be eligible for the wellness incentive as offered to other benefit eligible hourly employees.

**11.2 Short-Term Disability.** The Hospital shall continue to provide a short-term disability program for all benefit-eligible bargaining unit members or a substantially equivalent benefit.

**11.3 Long-Term Disability.** The Hospital shall continue to provide a long-term disability program for all benefit eligible bargaining unit members.

**11.4 Life Insurance.** The Hospital shall provide a group life and accidental death and dismemberment (AD&D) insurance policy for all benefit eligible bargaining unit members at no cost to the bargaining unit member. The coverage will be effective the

first of the month following 90 days of continuous active employment. Coverage will be in an amount equivalent to the bargaining unit member's annual base wage, as defined by the plan document with a minimum of \$35,000 and a maximum of \$100,000.00.

**11.5 AirLink Membership.** The Hospital shall provide AirLink membership to all benefit eligible bargaining unit members and their dependents who are enrolled in a St. Charles medical plan. The coverage will be free for qualified full-time employees. Part-time benefit eligible employees may choose this coverage at an additional cost. Coverage becomes effective the first of the month after they are hired or accept a benefit eligible position with a medical plan enrollment and opt into AirLink in Workday.

**11.6 Employee Health Services.**

**11.6.1 New Hire Screening.** At the beginning of employment, the Hospital shall arrange to provide any physical tests, examinations, and/or vaccinations as required to meet government, industry, and Hospital standards at no cost to the bargaining unit member.

**11.6.2 Communicable Disease Screening or Exposure.** Laboratory examinations, physical examinations, immunizations, testing, and treatment when indicated because of work-related exposure to communicable diseases shall be provided by the Hospital at no cost to the bargaining unit member.

**11.7 Retirement Plan.** The Hospital agrees to continue participation in the existing 403B plan for all eligible bargaining unit employees during the life of this Agreement, or a successor plan, provided that the benefit levels and conditions for qualification are at least equivalent to the existing benefit. Employees may contribute to the 403B plan up to the legal limit allowed by law. After one (1) year of positioned employment, the Hospital will match the employee's contribution dollar for dollar, up to a maximum of six percent (6%) per pay period for employees in benefit-eligible positions. All provisions shall be interpreted in a manner to enable the retirement plan to remain tax-qualified in compliance with the IRS guidelines.

- 11.8 Compliance with Law.** All St. Charles welfare and benefit plans shall comply with applicable law.
- 11.9 Medical Benefits Advisory Committee.** OFNHP will appoint one bargaining unit member to participate on this advisory committee. All bargaining unit member representatives on the committee will be paid at their straight time rate for time spent in scheduled meetings. This committee will meet quarterly to review the current medical plan, anticipated cost increases, or significant design changes, as well as data on utilization of the plan. The committee may also provide recommendations regarding plan design and cost controls, including, but not limited to, the prescription drug program, premiums, co-pays, and inpatient and outpatient benefits provided under the plan.

**ARTICLE 12 – PROFESSIONAL DEVELOPMENT**

The Hospital will offer all bargaining unit members the same professional development opportunities and funds as offered to non-bargaining unit benefit eligible hourly employees unless otherwise provided below:

- 12.1 In-Service Education.**
- 12.1.1** The Hospital agrees to continue offering in-service education programs for all bargaining unit members. Caregivers will be paid at their base rate of pay for time spent on approved in-service education plus applicable differential based on the time the in-service is offered.
- 12.2 Educational Conferences.** Caregivers may submit requests for continuing education to their leader. The requests will be considered on a case-by-case basis, typically within two (2) weeks of submission. The caregiver may request reimbursement for registration and airfare prior to the conference. All requests for reimbursement should be submitted after the travel has concluded in accordance with policy. If a bargaining unit member chooses to attend an education conference that is funded with the educational development fund and the ETO request is approved, once per year the bargaining unit member may elect to utilize leave without pay instead of ETO for conference days that otherwise would have been days worked.

- 12.3 Tuition and Related Expense Reimbursement.** The Hospital is dedicated to supporting the advancement of its employees through tuition reimbursements for education related to the employee’s position. The Hospital provides tuition reimbursement assistance to eligible employees to support increased skills and qualifications through post-secondary education leading to associate, baccalaureate, graduate or post-graduate degrees that are consistent with our mission, vision and values. Requests for reimbursement will be pre-approved by the Hospital’s Tuition Reimbursement Committee (TRC) according to the standards set by the Internal Revenue Service for education expenses (IRS Publication 15-B).

Reimbursement is limited to no more than the amount pre-approved by the Tuition Reimbursement Committee. Unplanned or additional expenses not included on the application will not be considered for reimbursement. It is the employee’s responsibility to cancel or withdraw from a course in a timely manner to avoid penalties. Employees will need to inform the tuition reimbursement committee if they will no longer be using the approved tuition reimbursement funds.

- 12.4 Advanced Certification.** Employees may ask their leaders to preapprove the application, testing fees and material costs associated with advanced certification that applies to their modality. The employee will be reimbursed for preapproved programs, including those currently in progress.
- 12.5 Specialty Unit Training.** If a temporary position is created for the purpose of training in a specialty area, the position will be posted in the same manner and duration as other position postings under this Agreement. An interview committee will be named, which will include an OFNHP representative from the specialty unit, unit leadership, and bargaining unit member(s) from the specialty unit selected collaboratively by the OFNHP representative and the supervisor/manager/director. The committee will make a selection recommendation by consensus to the supervisor/manager/director, based on the committee’s assessment of the applicants’ seniority, position status (full-time, part-time, relief, or temporary) and potential for success in the training program and in the specialty unit. The committee’s recommendation will be given serious consideration by the leader. If the leader does not intend to implement the committee recommendation, the leader will meet with the committee to discuss the selection. The committee meeting is paid time.

If a voluntary training program offered by the Hospital is anticipated to be a requirement or preference for a future position in the specialty unit, that information will be included on material made available to the bargaining unit member about the training program prior to enrollment. At the request of the bargaining unit member, the Hospital will make reasonable, good faith efforts to allow regular part-time and full-time bargaining unit members to take time off from their regular positions to participate in the program.

**ARTICLE 13 – GENERAL PROVISIONS**

- 13.1 Successors.** In the event that the Hospital shall by merger, consolidation, sale of assets, lease, franchise, or any other means enter into an agreement with another organization which, in whole or in part, affects the existing collective bargaining unit, the Hospital agrees to make it a condition of such transaction that the successor organization agrees to be bound by the terms of this Agreement. The Hospital shall have no further obligations hereunder from date of takeover.
- 13.2 Rest Rooms and Lockers.** Rest rooms and lockers shall be provided by the Hospital. The Hospital will continue to evaluate locker storage for the bargaining unit members and seek opportunities for additional locations and total number of lockers available. Designated changing room space with appropriate privacy will be provided.
- 13.3 Meal Discounts.** Bargaining unit members may receive a 25 percent discount on meals by purchasing them through payroll deduction by using their photo identification card. Meals paid for with cash or check will not receive the 25 percent discount.

**ARTICLE 14 – LABOR PARTNERSHIP COMMITTEE**

The Hospital and OFNHP will establish and maintain a Labor Partnership Committee (LPC). The goal and purpose of the LPC will be to further foster a collaborative relationship between the parties and improve bargaining unit practices.

The Committee will meet quarterly unless otherwise agreed. The Union agrees to prepare a specific agenda of items to be discussed at least five (5) days prior to the scheduled meeting. Agenda items must relate to working condition concerns that have already been raised to a supervisor without a satisfactory result having been reached. The Hospital may add items to the agenda by sending them to the OFNHP representative up to two (2) days prior to the meeting. If

there is no agenda, the meeting will be cancelled.

The parties will establish and maintain ground rules and guidelines to be followed for conducting regular meetings. LPC members must ask to be released from work in advance of any scheduled meetings. They will be released from work to attend LPC meetings if appropriate notice is received, and patient care is not compromised.

**Composition of LPC.** Up to eight OFNHP LPC members shall be compensated for their time spent in meeting up to a maximum of two (2) hours per meeting at the member’s regular straight time rate provided there are no more than two (2) OFNHP members from any unit. The hours compensated for LPC meetings will not count toward hours worked for purposes of calculating overtime and/or premium plus compensation.

**Department Patient Care Meetings.** Every other month in each department bargaining unit members will have the option to meet with department supervisors for up to two (2) hours to focus on bargaining unit member experiences, the patient experience, and quality outcomes. The work of the committee will support the Hospital’s vision, mission, and values. This time will be paid.

**Staffing.** No later than December 31, 2024, the Hospital will have an established staffing committee that includes the employees in this bargaining unit.

**ARTICLE 15 – RELIEF EMPLOYEES**

- 15.1 Wages.** Relief staff shall be paid in accordance with the base wage rates set forth in Article 8 Compensation of this Agreement plus a fifteen percent (15%) wage differential in lieu of benefits.
- 15.2 Scheduling.** Prior to the schedule being posted, relief employees are first offered available full shifts up to forty (40) hours per pay period. Available shifts will be assigned on a first come first serve basis unless the relief employee has already been scheduled for their minimum requirements. If multiple reliefs exist, then the department supervisor will attempt to use seniority to assign shifts after all reliefs have been scheduled for their minimum requirements.



**15.2.1 Utilization.** Relief employees will not take the place of part time or full-time employees by regularly working part- or full-time hours that belong to a specific position for an extended period of time unless needed to backfill a leave or other extended absence.

**15.2.2 Change in Per Diem Status.** If a relief employee works for more than 120 days with regularly scheduled hours, the employee shall have the right to request in writing a review of the employee’s assigned FTE status. The review will be limited to hours regularly scheduled. Hours in relief for vacation, sick leave, to fill in after an employee leaves their position until a new regular employee can be hired or leave of absence of another employee will be excluded from consideration. The request shall be submitted to the leader. If the review process results in a determination that an increased FTE status within the unit is warranted, a position shall be posted.

**15.3 Seniority.** See Article 6.1.

**15.4 Relief Employees Hired to A Full Or Part Time Position.**

**15.4.1** Seniority calculated per 6.1 will be used in hiring decisions.

**15.5 Standby and Call Back.** Relief employees may be placed on standby at a manager’s discretion and subject to call back. Relief employees shall be compensated for standby and call back as provided to full-time and part-time employees in the department in which they are working. Any call back shifts worked as a result of standby shifts included when the schedule is posted will count toward their minimum shifts.

**15.6 Work Requirements.** A relief employee must comply with the following requirements:

**15.6.1 Minimum Hours.** A relief employee must be available to cover variable shifts based on department operations. Relief employees will be scheduled to work available shifts, as determined by the employee’s department. The employee must work at least 240 hours each calendar year that includes at least one (1) shift per four (4) week work schedule in the employee’s department or other

location as assigned provided work is available. Hours spent completing mandatory or voluntary education requirements and hours spent in meetings or other types of project work are not included.

**15.6.2 Short Notice Shifts.** Relief employees must also accept at least five short notice shifts per year, based on departmental needs, which will count toward their minimum hours. Short notice shifts are defined as those that are open with less than 48-hour notice before the start of the shift. It is expected that relief employees will make every effort to be available to cover shifts for last minute illnesses and emergencies.

**15.6.3 Nights, Weekends and Holidays.** In departments that are open on nights and weekends, relief employees must schedule to work a total of twelve (12) shifts per year, provided work is available, which will count toward their minimum hours. In departments that are open on holidays, the employee will be included in the regular holiday rotation schedule. Holidays will be scheduled with input from the relief employee. Holidays begin at 2300 the evening prior to the holiday and end at 2300 on the day of the holiday.

Holidays for the purpose of this article are the same as those outlined in Article 8.7.

Every other year, the relief employee must be available for one of the following: Thanksgiving Day, Christmas Eve, or Christmas Day based on the needs of the department.

**ARTICLE 16 – LOW CENSUS**

**16.1 Call-Off.** In the event the Hospital must reduce the work force for a given unit or shift for a short-term staffing adjustment, then such a reduction shall occur as follows provided the bargaining unit members remaining on the unit and shift are qualified to perform the work to be done.

The following order does not prevent the Hospital from calling off a bargaining unit member who would receive overtime or premium pay for the shift before calling off a

bargaining unit member who is not eligible for overtime or premium time. An exception to this will be when a bargaining unit member has ten (10) hours or less break before their next regularly scheduled shift; such bargaining unit member will not be called off out of rotation for that regularly scheduled shift but may be called off in rotation. Departments may create their own order of call-off with a written mutual agreement between the OFNHP and the Human Resources Department. If no department specific agreement exists, the order of call-off is as follows:

Order of call-off:

- Volunteers within the department or shift affected willing to be on standby.
- Volunteers within the department and/or shift affected,
- Travelers,
- Relief bargaining unit members on a rotational basis,
- Any regular full- or part-time bargaining unit members who are working an extra shift above their positioned hours,

And then by a system of rotation among the regular full-time and regular part-time bargaining unit members (including regular bargaining unit members in temporary assignments specified in section 22.3 of this Agreement).

This provision applies to:

1. Mid-shift cancellations after the bargaining unit member has reported to work
2. Prior to the start of the shift. (See bargaining unit member’s status prior to the start of the shift.)

**16.2 Bargaining Unit Member’s Status During a Mid-Shift Cancellation.** When a bargaining unit member is cancelled mid-shift, the bargaining unit member may be placed by the Hospital in one of the following two (2) categories while on call-off:

1. **Full Call-Off:** The bargaining unit member is not obligated to the Hospital for the remainder of the shift. Such employees may be assigned to any work for which they are qualified in lieu of being released. Employees who refuse the alternate

assignment shall not be eligible for reporting pay.

2. **Standby:** By mutual agreement, a bargaining unit member may volunteer to be placed on standby for all or a portion of the remainder of their shift. If there are no volunteers for standby, up to two (2) bargaining unit members per unit may be required to be on standby for all or a portion of the remainder of their regularly scheduled shift on a rotational basis. If the bargaining unit member is being placed on standby for only a portion of their regularly scheduled shift, the length of time they are required to be on standby shall be determined at the time the bargaining unit member is placed on standby and shall not be altered except to be placed on full call-off.

**16.3 Bargaining Unit Member’s Status Prior to the Start of the Shift.** Prior to the start of the shift, the bargaining unit member may be placed by the Hospital in one of the following two (2) categories while on call-off:

1. **Full Call-off** - The bargaining unit member is not obligated to the Hospital for this shift. Regularly scheduled employees called to work on what would otherwise have been a regularly scheduled day of work or day off, who do not receive at least two (2) hours’ notice before the start of the required shift, shall be paid for two (2) hours of work. It shall be the responsibility of employees to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from the requirements of this provision.
2. **Delayed Start:**
  - a. For 12-hour shifts, call-off before the bargaining unit member’s scheduled shift is limited to the full shift or the first four (4) hours (except as provided in [b] and [c] below).
  - b. By mutual agreement, the bargaining unit member will be given a scheduled time to report to work for the remaining portion of their shift (minimum of four (4) hours) at the bargaining unit member’s straight time hourly rate.



- c. By mutual agreement, a bargaining unit member may volunteer to be placed on standby. If there are no volunteers for standby, up to two (2) bargaining unit members per unit may be required to be on standby for all or a portion of their regularly scheduled shift on a rotational basis. If the bargaining unit member is being placed on standby for only a portion of their regularly scheduled shift, the length of time they are required to be on standby shall be determined at the time the bargaining unit member is placed on standby and shall not be altered except to be placed on full call-off.

**16.3.1 Voluntary Low Census Call-Off (HR).** In units where extra shifts have been worked or where standby hours have resulted in excessive workload, unpaid rest time off (Article 9.8.1) will continue to be made available before voluntary HR.

When two (2) or more bargaining unit members within the unit volunteer for low census (HR) on the same shift, they will be called off in the following order:

1. The bargaining unit members may confer among themselves to see if they can reach mutual agreement as to who will be called off first.
2. In the event the bargaining unit members do not reach agreement among themselves, call-off order among the volunteers will be based on rotation (i.e., the bargaining unit member who has been called off furthest in the past will be offered the voluntary HR). In the unlikely event of a tie, seniority shall prevail between two (2) or more bargaining unit members who were all called off on the same date.
3. Requests for voluntary HR will continue to be accepted by the staffing office as per current practice, i.e., voluntary HR may be requested during the current week and through the next week. Voluntary HR requests for time off further in the future than the end of the next week will not be accepted. Voluntary HR on holidays shall be granted by a rotational basis by date of oldest HR.

**16.3.2** Low census call-off statistics will be provided to OFNHP on request, to evaluate trends. If a longer-term Hospital requested low census call-off trend is identified, Labor Partnership Committee may review and identify possible solutions.

**16.4 Low Census Callback.** As a normal practice, regular full-time and regular part-time bargaining unit members, called off by the Hospital for lack of work, shall be given an opportunity to return to work the scheduled shift should the need reoccur. The Hospital will make a reasonable effort to notify affected bargaining unit members by telephone, prior to replacing regular bargaining unit members with relief bargaining unit members.

## **ARTICLE 17 – LAYOFF**

**17.1 Layoff.** In the event the Hospital must reduce the workforce within a department for a period of fourteen (14) continuous calendar days or more, OFNHP shall be notified twenty-one (21) calendar days in advance and can request a meeting with the leadership to review the reasons for the reduction in workforce and whether a layoff should be initiated. The meeting will be scheduled within five (5) calendar days. Once the parties have met, if the Hospital determines that a layoff is needed in a department, the Hospital shall institute a layoff that will be in reverse order of seniority provided the bargaining unit members in that department are qualified to perform the work to be done. Nothing in this language prevents the Hospital from initiating a layoff once its obligation to notify and meet has been met.

The Hospital will provide as much advance notice as reasonably possible to the affected department(s), but in no case will this notice be less than 21 calendar days. A bargaining unit member in a department selected for layoff will have the following steps in the following order. For purposes of this Article, similar category applies to “benefited” positions and “relief” positions. Benefited bargaining unit members can bump the least senior benefited bargaining unit member, and relief bargaining unit members can bump the least senior relief bargaining unit member in each step. If multiple positions are being eliminated, the most senior bargaining unit member shall exercise their choice among the available options in their department first. In the event that the Hospital is eliminating an entire unit, job classification, or major portion thereof, or is combining or separating

units, OFNHP and Hospital will discuss additional options related to such reorganization.

Provisions in Article 17 shall apply to the awarding of these positions.

1. A bargaining unit member notified of layoff shall be considered to fill any similar category posted position, provided they meet minimum qualifications for the position.
2. Bargaining unit members in a coordinator/hybrid position notified of layoff have the right to displace the least senior employee in the same modality on the individual's current shift in a position of equivalent FTE. The employee must have the appropriate licensure, skills mix and qualifications to perform the essential functions of the assignment they are to assume, with reasonable training that will not negatively impact patient care. If no such position on the individual's current shift is available, then the individual has the right to displace the least senior employee in the same modality in a position of equivalent FTE on another shift. The employee must have the appropriate licensure, skills mix and qualifications to perform the essential functions of the assignment they are to assume, with reasonable training that will not negatively impact patient care.

In all steps above, the bargaining unit member being laid off must notify management within 48 hours of receiving notice of layoff of their decision to exercise their bumping rights.

A bargaining unit member on layoff status will have the ability to access electronic notification of posted positions. It will be the laid-off bargaining unit member's responsibility to meet the application timelines, per Article 22, and the Hospital requirements and application process, in order to be considered for the posted positions.

**17.2 Recall.** Recall from such layoff will be in the reverse order of the layoff. A bargaining unit member rejecting an offer for a position in a similar category will end the Hospital's obligation to recall the bargaining unit member and the bargaining unit member will forego any further recall rights.

Bargaining unit members must sign up on a recall list with accurate and updated contact

information. Those who have placed their name on the recall list will be recalled to any available position provided the bargaining unit member meets minimum qualifications for the position. Bargaining unit members may apply for any other posted position within the Hospital for which they are qualified.

There shall be no new temporary, seasonal, or traveler bargaining unit members brought in for the departments that were subject to lay off while qualified laid-off bargaining unit members are immediately available until such positions have first been made available to the laid off bargaining unit member. The laid-off bargaining unit member must notify the Hospital within 48 hours if they will accept this position. If a temporary vacancy occurs that is expected to last two (2) weeks or more, the laid-off bargaining unit member shall be offered such temporary work for up to six (6) months following the last day they worked.

**ARTICLE 18 – UNINTERRUPTED PATIENT CARE**

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and OFNHP. During the term of this Agreement, neither OFNHP nor its members, agents, representatives, employees or persons acting in concert with them including employees covered by this Agreement shall incite, encourage, or participate in any strike, sympathy strike, picketing, walkout, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, sympathy strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, OFNHP and its officers will do everything within their power to end or avert same. Any employee participating in any strike, sympathy strike, picketing, walkout, slowdown, or work stoppage will be subject to discipline under the terms of this Agreement.

The Hospital agrees that it will not lockout employees during the term of this Agreement.

**ARTICLE 19 – MANAGEMENT RIGHTS**

OFNHP recognizes that the Hospital has the obligation of serving the public with the highest quality of medical care, safely, efficiently and economically, and/or meeting medical emergencies, all in a manner that meets or exceeds federal, state, and local laws and regulations and accreditation standards and requirements. OFNHP further recognizes the right of the

Hospital to operate and manage the Hospital and its workforce including but not limited to the right to require and implement standards of performance, standard work, standard processes, infection control policies including flu and other vaccination policies and best practices, to maintain order and efficiency, and to eliminate waste; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge introductory employees; to discipline, demote or discharge non-introductory employees for just cause; to lay off employees for lack of work; to recall; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

**ARTICLE 20 – EARNED TIME OFF**

The Hospital believes that a balance between work, rest, community, and social life is essential to maintain quality performance. With this in mind, the Hospital is committed to providing compensated time off to eligible employees in recognition of continued service. ETO is designed to allow employees the flexibility to use their time off to meet personal needs, while recognizing their responsibility to manage their paid time off.

- 20.1 Eligibility.** All full-time and part-time bargaining unit members are eligible for ETO. Relief bargaining unit members are not eligible to receive ETO benefits.
- 20.2 Accrual Rates.** Earned time will accrue from the beginning date of employment at the Hospital as noted below. Accrual is based on all hours worked or paid, excluding standby hours (but including callback hours), and including for regular part-time and full-time bargaining unit members all regularly scheduled hours called off, to a maximum of 2080 hours per year.

**20.2.1 Schedule.**

Duration of Employment Earned Leave Maximum Accrual

- 0 – 3 years 0.1038 hours 384 hours
- 3 – 9 years 0.1231 hours 464 hours
- 9+ years 0.1500 hours 576 hours

- 20.3 Maximum Accruals.** Bargaining unit members will be eligible to accrue up to a two-year (2) maximum ETO bank based on their years of service and accrual rates as outlined in this Article. Once a bargaining unit member reaches their two-year (2) maximum ETO, they will cease to continue to accrue ETO until their ETO balance falls below the maximum amount. One (1) time per year the bargaining unit member is eligible for ETO cash out of up to eighty (80) hours of ETO, when the bargaining unit member has a balance of at least 160 hours. It will be the bargaining unit member’s responsibility to request this cash out one (1) time per calendar year. Maximum accrual for ETO will be prorated for part-time bargaining unit members.
- 20.4 Use of ETO.** Each department has different needs; therefore, ETO requests will be granted or denied at the discretion of the department’s management, based on requests/approvals per department guidelines.
  - ETO can be used in any increments.
  - ETO may be used to supplement loss of scheduled work time because of low census.
- 20.5 Requesting and Granting ETO.** ETO must, except in unusual circumstances, be requested in writing in advance of the time off desired. Consistent with the Hospital’s responsibilities to provide safe patient care, the Hospital will approve said request. Before the schedule is posted, it is the responsibility of the Hospital to find a replacement for bargaining unit members granted ETO, including coverage of standby shifts. If a replacement is necessary for a bargaining unit member who utilizes emergency or sick

ETO, it shall also be the Hospital's responsibility to arrange for the replacement. For ETO requests after the schedule is posted, with management approval, bargaining unit members may replace themselves utilizing part-time or relief bargaining unit members (this will count toward the minimum required hours for the replacement bargaining unit member's position). ETO approvals cannot be rescinded by either party without mutual agreement once the ETO is on the posted work schedule. An exception to this will be ETO approval for scheduled time off can be canceled if, after the approval was given, the bargaining unit member used so much ETO time for purposes other than call-off, emergency or sick that the bargaining unit member will not have sufficient ETO time for the scheduled time off.

The Hospital will develop a tracking system for ETO denials and the data will be available upon request.

**20.5.1 Five-Day or Greater Notice.** For a period of time off of five (5) days or more, a bargaining unit member shall request of the supervisor to schedule time off by submitting a request in writing a maximum of six (6) months in advance of the calendar month in which the initial date of the requested ETO occurs. The Hospital will respond in writing to such request no later than fifteen (15) weekdays after the date of the receipt of the request. Preference for available time off will be given to the request received on the earliest date, Monday through Friday. In the event two (2) or more bargaining unit members request the same period of time off on the same date, the Hospital will seek to accommodate the requests, but if both requests cannot be accommodated, the senior bargaining unit member shall be given preference. However, the senior bargaining unit member cannot exercise this preference more than once in a two-year period. The Hospital will continue its practice of circulating request forms for the Christmas, Thanksgiving, and New Year's holidays and rotating time off on those holidays unless the bargaining unit members in the department agree in their department guidelines to an alternative holiday scheduling system. If the alternate holiday system cannot reasonably be implemented by the staffing office, OFNHP and the Hospital shall meet to resolve the problem.

**20.5.2 Less than Five-Day Notice.** For a period of time off of less than five (5) consecutive days, the bargaining unit member shall make the request to the supervisor at least two (2) weeks prior to the date requested. In the event two (2) or more bargaining unit members in a department request the same day(s) off, the Hospital shall seek to accommodate the requests; but, in the event scheduling will not permit, date of request shall be determinative.

**20.5.3 Without Prior Notice.** A bargaining unit member may request ETO without prior approval and on short notice due to emergency or illness, including doctor and dentist appointments and dependent illness in the immediate family, by contacting the department in accordance with departmental procedures.

**20.5.4 ETO Prime Time Request Guidelines.** Prime time is defined as the time period beginning on Memorial Day and through Labor Day. The following provisions will be applied by the Hospital in responding to requests for ETO time off:

**20.5.4.1 Maximum Request Guidelines.** During prime time, bargaining unit members are encouraged not to request more than three (3) weeks of ETO. Prime time ETO in excess of that amount will be reviewed on an individual basis.

**20.6 Annual Holidays.**

**20.6.1 Holiday Guidelines.**

- All employees must use ETO if the department is closed for the holiday. If an employee is required to work or is scheduled to work on the official holiday, they may be eligible for holiday pay at one and a half (1 ½) times their hourly rate.
- Depending upon the particular day of the week a designated holiday falls on, the Hospital may observe the holiday on a different day than the official holiday.
- Holiday pay for hourly caregivers runs from 2300 the day prior to the



holiday through 2300 on the day of the holiday except for Christmas and New Year's, which starts at 1500 the day prior to the holiday.

- If a department chooses to close on a particular day that is not a hospital recognized holiday (i.e., Christmas Eve), employees have a choice of using ETO or Leave without Pay.
- Employees who are part-time and fulfill their weekly FTE positioned hours within the holiday week are not required to use ETO.

**20.7 Holidays.** The Hospital will attempt to rotate holiday work. Each department will develop a holiday scheduling plan that will consider anticipated patient volume and provide a minimum of five (5) months' notice to bargaining unit members of holiday coverage for upcoming holidays.

**20.7.1** Bargaining unit members in departments that are open on a holiday, specified in Section 8.8, will be required to use ETO if they are off on the holiday except as follows. Bargaining unit members that do not work on the holiday will have the option to use ETO or not use ETO if all of the following apply:

- The bargaining unit member did not request the holiday off as their first choice and the department was open, and
- It is the bargaining unit member's regularly scheduled day of work, and
- The bargaining unit member was not scheduled for their full FTE hours for the two-week pay period in which the holiday occurred.

**20.8 Time off Without Pay.** Time off without pay, other than approved leaves of absence without pay, may be used in lieu of ETO only when scheduled in advance, and approved by the bargaining unit member's supervisor/manager/director. When requests for scheduled time off conflict with staffing requirements in a department, preference will be given to ETO requests over requests for time off without pay.

**20.8.1 Unpaid Rest Time Off.** A bargaining unit member who works excessive hours or repeated shifts above their scheduled hours will be granted unpaid rest time

off at the bargaining unit member's request.

**20.8.2 No Reduction of Benefits.** Full-time bargaining unit members will not suffer any reduction in the accruals of time-off benefits for approved incidental absences.

**20.8.3 Low Census Optional Use** ETO may or may not be used, at the discretion of the bargaining unit member, to supplement loss of scheduled work time because of low census.

**20.9 ETO Department Guidelines.** By consensus, the bargaining unit members and the supervisor/manager/director in a department may develop additional ETO department guidelines, including seasonal and holiday requirements, or may agree to modify the above guidelines.

**20.10 ETO Granted by Minimum Staffing Standards.** The Hospital will provide to each department and OFNHP a listing of the number of positions or hours that are established as the minimum staffing for the department, by day and shift, and any changes to that list resulting from the review of patient acuity and census data that the Hospital typically conducts at least on a semiannual basis. Staffing levels will be routinely evaluated and adjusted in an effort to provide ETO coverage while meeting patient care needs. In exceptional situations (for example, if the bargaining unit member's absence potentially would result in an unsafe patient care situation, or if the bargaining unit member's presence is critical for an activity such as a review by the Joint Commission for the Accreditation of Hospitals), the lack of a replacement may necessitate the denial of an ETO request that does not reduce staffing below the established minimum, but the Hospital will make every reasonable effort to avoid such situations.

**20.11 Payment of ETO.**

**20.11.1 Rate.** ETO will be compensated at the bargaining unit member's regular hourly rate of pay, including applicable differentials.

- 20.11.2 Upon Termination.** When a bargaining unit member’s employment terminates by dismissal, or a bargaining unit member resigns with proper notice, earned but unused ETO will be paid to the bargaining unit member on the last paycheck. When a bargaining unit member is on layoff, the bargaining unit member can use accrued but unused ETO to maintain the bargaining unit member’s normal income until ETO is exhausted.
- 20.11.3 Movement to a Relief Position.** When an employee transfers to a relief position, accrued but unused ETO hours will be paid to the employee after the last regular payday in the month of transfer. The rate will be paid using the employee’s regular base rate of pay of the previously benefited position (the base rate excludes the 15% relief differential).

**ARTICLE 21 – LEAVES OF ABSENCE**

- 21.1 Leaves of Absence.** Leaves of absence may be granted at the option of the Hospital for good cause shown when applied for in writing as far in advance of such requested leave as possible, specifying beginning and ending dates for such leave. Leaves of absence will be granted only in writing.
- Leaves will be administered in accordance with applicable law and policies.
- 21.1.1 Use of ETO.** Use of ETO shall, except as required by law, be utilized concurrently as part of a leave of absence that is otherwise unpaid. For purposes of FMLA/OFLA, paid time off shall be required to be utilized concurrently during the FMLA/OFLA period of time. If a bargaining unit member exhausts their ETO, they may request a one-week unpaid time off to cover previously scheduled vacation.
- 21.2 Mandated Legal Leave; Military Leave.** Leaves of absence mandated by law shall be granted accordingly. A leave of absence for annual military training duty shall not be charged as ETO unless requested by the bargaining unit member.
- 21.3 Education Leave Requests.** Requests for unpaid education leave will be considered by the administration.

- 21.4 Return from Leave.** Bargaining unit members returning from an authorized leave of absence will be returned to their same position and shift of employment as required by law. If such return is not required, reasonable efforts will be made to return the employee to their same position and shift if it is still available.
- 21.5 Absences with Pay.**
- 21.5.1 Bereavement.** A regular full-time or regular part-time bargaining unit member who has a death in their immediate family will be granted time off with pay in accordance with policy.
- 21.5.2 Jury Duty.** When a bargaining unit member receives notice of jury duty, they will inform their supervisor. They will complete a leave request, attach a copy of the jury duty notice, and send the documents to the staffing office or return to their supervisor as appropriate. On any day served, the bargaining unit member must furnish a signed statement to their supervisor from a responsible officer of the court as proof of service. The employee will work with their supervisor to determine whether work may be performed during the period of jury duty and, if so, the hours of work that will be permitted.
- Any jury duty pay received from the court can be kept by the bargaining unit member.
- 21.5.3 Court Witness.** Bargaining unit members who are required by the Hospital to appear as a witness in a court proceeding during their normal time-off duty will be compensated at the appropriate rate of pay as recognized by this Agreement for the actual time of their appearance with a minimum of two (2) hours.
- 21.5.4 Parental Leave.** Parental leave is time off from work available to either parent to bond with and care for a newborn, newly adopted child or newly placed foster child. The Hospital provides parental leave in accordance with applicable laws and regulations.

**ARTICLE 22 – JOB POSTING**

- 22.1 Job Posting.** Each department will maintain a preference list of all bargaining unit



members who wish to change shifts or FTE as vacancies occur in their department. This preference list will be updated whenever a change is requested by a bargaining unit member to a department management team member(s) via email. The preference list will be available for viewing in each department. Seniority will be validated with each vacancy to ensure accuracy. A notice of the position shall be posted in the unit for seven (7) calendar days. Bargaining unit candidates will be considered for the first seven (7) days of the posting prior to considering non-bargaining unit candidates. In the event a bargaining unit employee fails to submit a bid for a posted position within seven (7) days the Hospital shall be free to select that most qualified applicant. It is understood that if more than one bargaining unit employee applies and meets the criteria the position will be awarded to the most senior bargaining unit employee.

**22.1.1 Temporary Assignment Pending Award.** The Hospital may fill vacancies temporarily, without regard to the procedures of this Article, in emergencies when the assignment is for 30 days or less or pending completion of the application process.

**22.1.2 Relief Transfer.** Upon request and with proper notice, a regular full- or part-time bargaining unit member who has been employed in their current position for at least six (6) months can transfer to an open posted relief position in the same unit and shift, if available. The bargaining unit member must agree to comply with the requirements of the relief position and must meet the Hospital requirements for transfer as outlined in Article 5.

**22.1.3 Filling of Vacancies.** The Hospital will post vacancies for a period of seven (7) calendar days. Position postings shall include required qualifications, department, shift, hours, start, and stop times, weekend obligation, and mandatory standby obligation where applicable. Qualifications will be based on the requirements of the position and will not be developed in order to unfairly favor a particular applicant.

**22.2 General Vacancies.** If two (2) or more bargaining unit applicants meet the posted qualifications, the most senior shall receive the position unless the Hospital wishes to grant the position to a junior applicant who has substantially greater qualifications or

ability. The selection shall not be arbitrary or capricious and will be based on factors that are capable of accurate comparative assessment. Specifically, these factors include the following:

1. To override seniority, a substantially more qualified junior bargaining unit member may be awarded the position if the junior bargaining unit member is substantially more qualified for the position based upon (a) qualification as evidenced by documented certifications, educational or workshop credits, specialty service or similar materials, and/or (b) demonstrated abilities and/or experience.
2. The burden of proof is on the Hospital to demonstrate that the less senior bargaining unit member possesses substantially greater qualifications or ability.
3. Technical skills relevant to the job are expected to be the primary reason to override seniority.
4. Because it is more difficult to determine and prove comparative qualifications and ability in the areas of interpersonal skills, decisions to override seniority will not generally be made solely on that basis.

Bargaining unit members shall be given preference over all other applicants for an open position, provided such bargaining unit members meet the posted qualifications except that an external candidate may be selected if that candidate has substantially greater qualifications as defined above in this section. A bargaining unit member may be denied a position if issued a final written warning within 12 months of the application. Every bargaining unit member shall receive consideration for promotional advancement. Candidates have the responsibility to actively engage in the process to fill positions. Bargaining unit members may be disqualified if they fail to respond to in-person or telephone (including voice or text message) interview scheduling requests within 72 hours.

**22.3 Temporary Positions/Assignments.** A currently employed bargaining unit member may be granted a temporary position or a temporary assignment to an unfilled posted

permanent position, based upon the criteria set forth above, provided the bargaining unit member’s current assignment can be covered with relief bargaining unit members, with other qualified bargaining unit members on a voluntary basis, or can be temporarily vacated. Such a bargaining unit member shall be entitled to return to their prior position at the completion of the duration of the temporary position. If a bargaining unit member is assigned to an unfilled permanent position, the Hospital will return that bargaining unit member to the bargaining unit member’s prior position, whenever feasible, within 90 calendar days.

- 22.4 Position Award and Assignment.** Based upon the availability of qualified applicants, selection to fill permanent vacancies shall be made within six (6) weeks from the date of initial posting.
- 22.5 Applicant Notification.** Notification of all applicants for positions occurs, regarding final disposition of the position opening, within two (2) weeks of the decision.

**ARTICLE 23 – MISCELLANEOUS**

- 23.1 Separability.** This Agreement shall be subject to all present and future applicable federal and state laws, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Hospital and OFNHP shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.
- 23.2 Complete Understanding.** The parties acknowledge that during the negotiations that resulted in this Agreement all parties had the unlimited right and opportunity to make demands and proposals with respect to any lawful subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and OFNHP, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any

subject or matter not specifically discussed during negotiations or covered in this Agreement aside from the scheduling exception below. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

- 23.2.1 Scheduling Exception.** Where there are departmental scheduling changes similar to those proposed in CT in 2021 (multiple changes to shift and/or FTE) the parties agree to meet to bargain the impact of those changes on bargaining unit members.

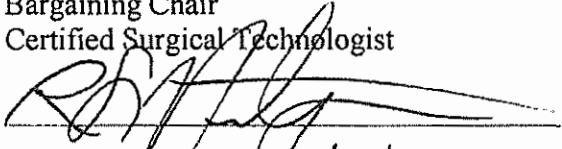
- 23.3 Past Practices.** Any and all agreements, written and verbal, previously entered into between the parties are mutually cancelled and superseded by this Agreement. Unless specifically provided here to the contrary, past practices that existed prior to the execution of this Agreement shall not be binding on the Hospital or OFNHP.

**ARTICLE 24 – DURATION AND CONTRACT TERMINATION**

- 24.1 Duration.** This Agreement shall become effective on ratification (October 27th, 2024) and shall remain in full force and effect to and including March 31, 2027, unless changed by mutual consent.
- 24.2 Modification Notice.** Should either the Hospital or OFNHP desire to change, modify, or renew the Agreement upon the expiration date, written notice must be given at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event a new Agreement is not reached in that ninety (90) day period, the Agreement shall terminate on the expiration date unless both parties agree to an extension in writing. If no timely notice is received, the Agreement shall continue in full force and effect from year to year thereafter unless either party provides written notice of the desire to re-open ninety (90) days prior to the month and day of the expiration date in any successor year.
- 24.3 Mutual Reopener.** This Agreement may be opened by mutual written agreement of the parties at any time.
- 24.4 Letters of Agreement.** All letters of agreement (LOA) will terminate with the contract unless otherwise provided in the LOA or an extension is mutually agreed upon in writing.

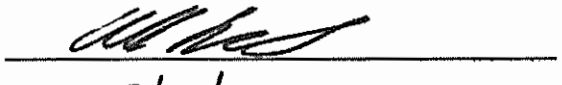
**Union:**

Randy Montgomery  
Bargaining Chair  
Certified Surgical Technologist

  
Date: 3/13/2025

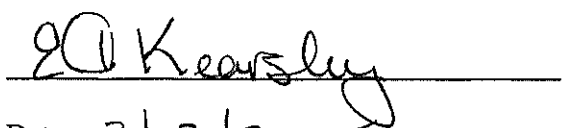
**Employer:**

Allan Roshak  
Diagnostic Imaging Manager

  
Date: 3/13/25

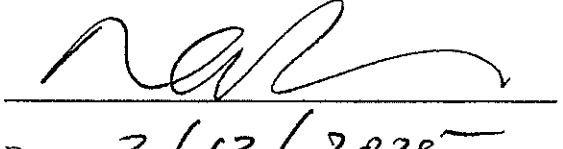
**Union:**

Erin Kearsley  
Certified Surgical Technologist

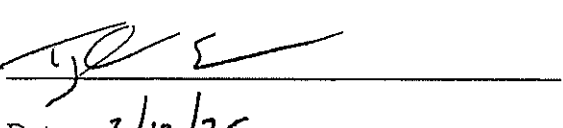
  
Date: 3/13/2025

**Employer:**

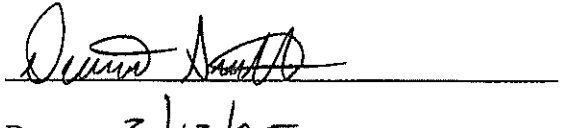
Blake Andrews  
Respiratory Therapy Manager

  
Date: 3/13/2025

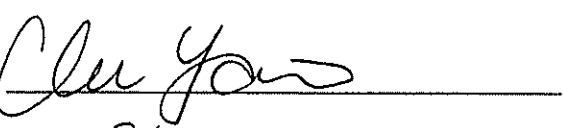
Tyler Ecklund  
Nuc Med CT Hybrid Technologist

  
Date: 3/13/25

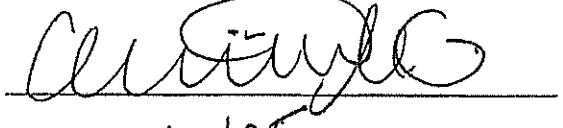
Dianne Smith  
Radiation Therapy Supervisor

  
Date: 3/13/25

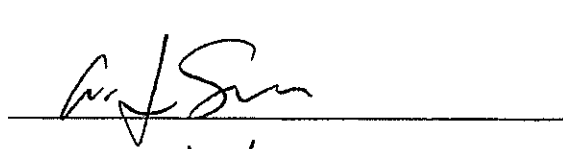
Charlie Yates  
Registered Respiratory Therapist

  
Date: 3/14/2025

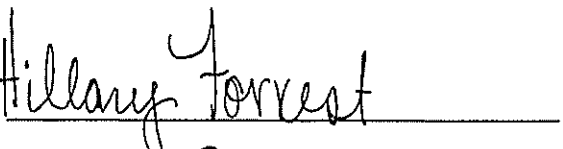
Christine Grycko  
Human Resources Business Partner

  
Date: 3/13/25

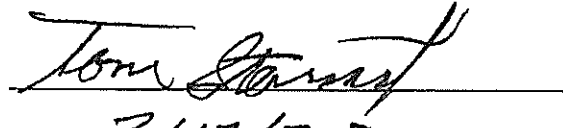
Eric Sansom  
Certified Surgical Technologist

  
Date: 3/13/25

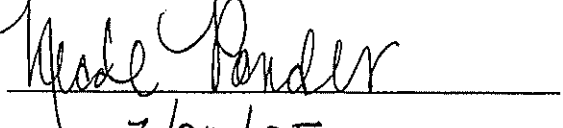
Hillary Forrest  
Senior Director, Human Resources

  
Date: 3.20.25

Tom Stewart  
Surgical Technologist

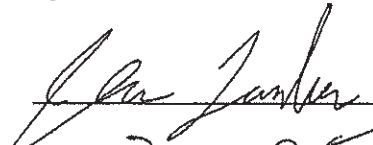
  
Date: 3/13/25

Nicole Ponder  
Caregiver Relations Manager


  
Date: 3/20/25

Union:


Jesse Londborg  
Special Procedure Technologist

  
Date: 3-13-25

Dorothy Vibbert-  
OFNHP Internal Organizer


  
Date: 3-13-25

Sarina Roher-  
OFNHP President

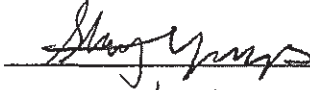
  
Date: 03/13/25

Employer:

Rachel O'Brien  
Nurse Manager, Operating Room

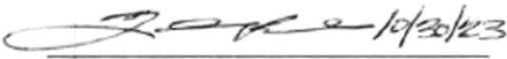
  
Date: 3/18/25


Stacy Youngs  
Chief Nursing Officer

  
Date: 3/13/25

Cath Lab Letter of Agreement (LOA #1)

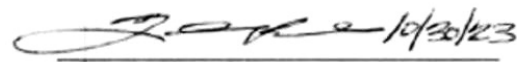
The Cath Lab program will continue through the life of this contract (Union agrees to withdraw pending ULP 19-CA-264426).

  
Jonathon Baker  
OFNHP President

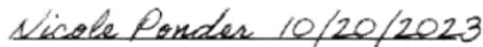
  
Nicole Ponder  
Human Resources Manager

CT Letter of Agreement (LOA # 2)

The parties agree that they will bargain in good faith over scheduling changes in CT for up to 4 weeks once negotiations commence. Scheduling changes will take effect no less than one month from the date of the agreement.

 10/30/23

Jonathon Baker  
OFNHP President

 10/20/2023

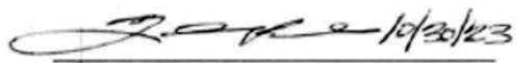
Nicole Ponder  
Human Resources Manager

Cancer Center Employee Overtime (LOA #3)

Between Oregon Federation of Nurses and Health Professionals  
And  
St Charles Center Bend

The parties recognize the current pay practices implemented from LOA#3 (OFNHP/SCMC Bend 2021-2024). Caregivers of the Cancer Center. These caregivers will stay in a 10/40 work rule and their shifts will be paid as follows:

- If held past their 8-hour shifts caregivers will be paid daily OT per supervisors' discretion considering the needs of the department.
- Bargaining unit caregivers who have been placed on standby and work more than ten hours and thirty consecutive minutes (10:30), will be paid at the mandatory standby rate of time and  $\frac{3}{4}$ , plus the standby rate, for a minimum of two hours.
- Standby assignments will be rotated, and assignments will be posted.

 10/30/23

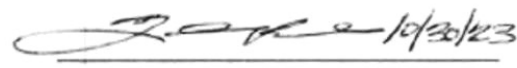
Jonathon Baker  
OFNHP President

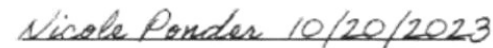
 10/20/2023

Nicole Ponder  
Human Resources Manager

**Market Adjustments Letter of Agreement (LOA #4)**

In the fourth quarter of each year (November or December), the topic of market adjustments will be added to the agenda for the Labor Partnership Committee. The Hospital will provide an update on anticipated market adjustments. Employees may bring market data they have collected to this meeting for discussion. The parties agree that the Hospital is not required to share confidential market data provided by third parties as part of this process, but the Hospital will share a non-confidential summary of data.

  
Jonathon Baker  
OFNHP President

  
Nicole Ponder  
Human Resources Manager

**Wage Placement Audit (LOA # 5)**

The Hospital agrees to conduct an audit of wage placement on the range for any employee in the bargaining unit who makes a request within thirty days of ratification. The employee will be responsible for providing Human Resources with all documentation supporting their years of experience in their field. The Hospital will review the data within sixty days to assess placement on the range. If an adjustment is deemed necessary, the employee’s new pay rate will be effective at the beginning of the next pay period after the sixty-day assessment period. No employee’s pay rate will be reduced from the audit.

For purposes of this audit:

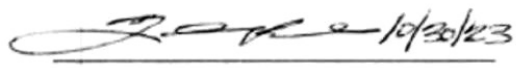
Employees with 5 or more years’ experience in their modality will be paid no less than the 25<sup>TH</sup> percentile of their range.

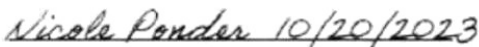
Employees with 10 or more years’ experience in their modality will be paid no less than the mid-point of their range.

Employees with 15 or more years’ experience in their modality will be paid no less than the 75<sup>TH</sup> percentile of their range.

Employees with 20 or more years’ experience in their modality will be paid no less than the top of their range.

Any wage adjustments made pursuant to this section will be prospective only.

  
Jonathon Baker  
OFNHP President

  
Nicole Ponder  
Human Resources Manager



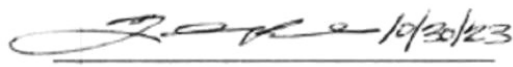
Cath Lab Program (LOA #6)


The Hospital will identify the hours eligible for this incentive before they are worked.

Eligible hours include:

- 1. Hours worked at the request of the Hospital following the end of a regularly scheduled shift with an employee was not previously scheduled to be on standby; or
- 2. Hours/shifts worked at the request of the Hospital where the employee was not previously scheduled to work or be on standby.

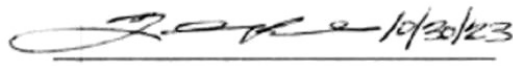
Hours that meet the above criteria will be paid at a rate of time and a half (1 ½) of the Cath Lab Tech’s base wage plus twelve dollars (\$12) per hour. There will be a minimum of two hours compensated when this incentive pay rate is offered.

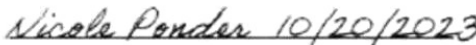
  
Jonathon Baker  
OFNHP President

  
Nicole Ponder  
Human Resources Manager

12/40 Work Rule (LOA #7)

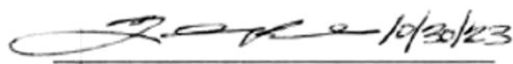
The 12/40 work rule applies to all employees in the bargaining unit. Employees on Appendix C who are currently working a ten-hour schedule will be grandfathered as earning overtime over ten hours until their work schedule aligns with the 12/40 rule.

  
Jonathon Baker  
OFNHP President

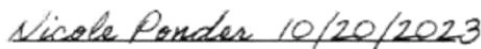
  
Nicole Ponder  
Human Resources Manager

LOA #8

**Nuclear Med/CT Hybrid position:** This position will be eligible for the \$1 certification pay for the CT certification required by their position. Note there will be only one certification per caregiver in accordance with 8.15.

 10/30/23

Jonathon Baker  
OFNHP President

 10/20/2023

Nicole Ponder  
Human Resources Manager

LOA #9

LETTER OF AGREEMENT  
Between  
ST. CHARLES MEDICAL CENTER BEND  
And  
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS

AGREEMENT ON WORK SCHEDULES - ARTICLE 7.6

This Letter of Agreement (the "Agreement") is hereby entered into between St. Charles Medical Center Bend ("SCMC" or "the Employer") and the Oregon Federation of Nurses and Health Professionals ("OFNHP" or "the Union"), with the intent of memorializing the terms and conditions outlined in Article 7.6 of our existing collective bargaining agreement.

7.6 WORK SCHEDULES:

Work schedules will be prepared for an eight (8) week period. Work schedules, which include starting times and a specific end of shift, will be posted at least four (4) weeks prior to the beginning of the eight (8) week schedule period. Requests for scheduled days off, or to retract scheduled days off, must be submitted prior to the schedule being posted. Employees will not be pre-scheduled beyond their FTE without their consent.

This Agreement shall be effective as of October 19, 2023, and shall remain in force until superseded by a subsequent agreement or as otherwise mutually agreed upon by the Parties.

 10/30/23

Jonathon Baker  
OFNHP President

 10/20/2023

Nicole Ponder  
Human Resources Manager

First full pay period following October 27th depending on date of ratification										
Level	1	2	3	4	5	6	7	8	9	10
Level 1 step 1 starts at 7% from current grade 118 minimum, levels are 4% apart										
Btwn Steps 2.25%	1	\$36.11	\$37.55	\$39.05	\$40.61	\$42.23	\$43.92	\$45.68	\$47.51	\$49.41
	2	\$36.92	\$38.39	\$39.93	\$41.52	\$43.18	\$44.91	\$46.71	\$48.58	\$50.52
	3	\$37.75	\$39.25	\$40.83	\$42.45	\$44.15	\$45.92	\$47.76	\$49.67	\$51.66
	4	\$38.60	\$40.13	\$41.75	\$43.41	\$45.14	\$46.95	\$48.83	\$50.79	\$52.82
	5	\$39.47	\$41.03	\$42.69	\$44.39	\$46.16	\$48.01	\$49.93	\$51.93	\$54.01
Btwn Steps 1.50%	6	\$40.36	\$41.95	\$43.65	\$45.39	\$47.20	\$49.09	\$51.05	\$53.10	\$55.23
	7	\$41.27	\$42.89	\$44.63	\$46.41	\$48.26	\$50.19	\$52.20	\$54.29	\$56.47
	8	\$42.20	\$43.86	\$45.63	\$47.45	\$49.35	\$51.32	\$53.37	\$55.51	\$57.74
	9	\$43.15	\$44.85	\$46.66	\$48.52	\$50.46	\$52.47	\$54.57	\$56.76	\$59.04
	10	\$44.12	\$45.86	\$47.71	\$49.61	\$51.60	\$53.65	\$55.80	\$58.04	\$60.37
Btwn Steps 1.00%	11	\$44.78	\$46.55	\$48.43	\$50.35	\$52.37	\$54.45	\$56.64	\$58.91	\$61.28
	12	\$45.45	\$47.25	\$49.16	\$51.11	\$53.16	\$55.27	\$57.49	\$59.79	\$62.20
	13	\$46.13	\$47.96	\$49.90	\$51.88	\$53.96	\$56.10	\$58.35	\$60.69	\$63.13
	14	\$46.82	\$48.68	\$50.65	\$52.66	\$54.77	\$56.94	\$59.23	\$61.60	\$64.08
	15	\$47.52	\$49.41	\$51.41	\$53.45	\$55.59	\$57.79	\$60.12	\$62.52	\$65.04
	16	\$48.23	\$50.15	\$52.18	\$54.25	\$56.42	\$58.66	\$61.02	\$63.46	\$66.02
	17	\$48.95	\$50.90	\$52.96	\$55.06	\$57.27	\$59.54	\$61.94	\$64.41	\$67.01
	18	\$49.68	\$51.66	\$53.75	\$55.89	\$58.13	\$60.43	\$62.87	\$65.38	\$68.02
	19	\$50.43	\$52.43	\$54.56	\$56.73	\$59.00	\$61.34	\$63.81	\$66.36	\$69.04
	20	\$51.19	\$53.22	\$55.38	\$57.58	\$59.89	\$62.26	\$64.77	\$67.36	\$70.08
	21	\$51.70	\$53.75	\$55.93	\$58.16	\$60.49	\$62.88	\$65.42	\$68.03	\$70.78
	22	\$52.22	\$54.29	\$56.49	\$58.74	\$61.09	\$63.51	\$66.07	\$68.71	\$71.49
	23	\$52.74	\$54.83	\$57.05	\$59.33	\$61.70	\$64.15	\$66.73	\$69.40	\$72.20
	24	\$53.27	\$55.38	\$57.62	\$59.92	\$62.32	\$64.79	\$67.40	\$70.09	\$72.92
	25	\$53.80	\$55.93	\$58.20	\$60.52	\$62.94	\$65.44	\$68.07	\$70.79	\$73.65

First full pay period following 4/1/25										
Level	1	2	3	4	5	6	7	8	9	10
2.50%										
Btwn Steps 2.25%	1	\$37.01	\$38.49	\$40.03	\$41.63	\$43.29	\$45.02	\$46.82	\$48.70	\$50.65
	2	\$37.84	\$39.35	\$40.93	\$42.56	\$44.26	\$46.03	\$47.88	\$49.79	\$51.78
	3	\$38.69	\$40.23	\$41.85	\$43.51	\$45.25	\$47.07	\$48.95	\$50.91	\$52.95
	4	\$39.57	\$41.13	\$42.79	\$44.50	\$46.27	\$48.12	\$50.05	\$52.06	\$54.14
	5	\$40.46	\$42.06	\$43.76	\$45.50	\$47.31	\$49.21	\$51.18	\$53.23	\$55.36
Btwn Steps 1.50%	6	\$41.37	\$43.00	\$44.74	\$46.52	\$48.38	\$50.32	\$52.33	\$54.43	\$56.61
	7	\$42.30	\$43.96	\$45.75	\$47.57	\$49.47	\$51.44	\$53.51	\$55.65	\$57.88
	8	\$43.26	\$44.96	\$46.77	\$48.64	\$50.58	\$52.60	\$54.70	\$56.90	\$59.18
	9	\$44.23	\$45.97	\$47.83	\$49.73	\$51.72	\$53.78	\$55.93	\$58.18	\$60.52
	10	\$45.22	\$47.01	\$48.90	\$50.85	\$52.89	\$54.99	\$57.20	\$59.49	\$61.88
Btwn Steps 1.00%	11	\$45.90	\$47.71	\$49.64	\$51.61	\$53.68	\$55.81	\$58.06	\$60.38	\$62.81
	12	\$46.59	\$48.43	\$50.39	\$52.39	\$54.49	\$56.65	\$58.93	\$61.28	\$63.76
	13	\$47.28	\$49.16	\$51.15	\$53.18	\$55.31	\$57.50	\$59.81	\$62.21	\$64.71
	14	\$47.99	\$49.90	\$51.92	\$53.98	\$56.14	\$58.36	\$60.71	\$63.14	\$65.68
	15	\$48.71	\$50.65	\$52.70	\$54.79	\$56.98	\$59.23	\$61.62	\$64.08	\$66.67
	16	\$49.44	\$51.40	\$53.48	\$55.61	\$57.83	\$60.13	\$62.55	\$65.05	\$67.67
	17	\$50.17	\$52.17	\$54.28	\$56.44	\$58.70	\$61.03	\$63.49	\$66.02	\$68.69
	18	\$50.92	\$52.95	\$55.09	\$57.29	\$59.58	\$61.94	\$64.44	\$67.01	\$69.72
	19	\$51.69	\$53.74	\$55.92	\$58.15	\$60.48	\$62.87	\$65.41	\$68.02	\$70.77
	20	\$52.47	\$54.55	\$56.76	\$59.02	\$61.39	\$63.82	\$66.39	\$69.04	\$71.83
	21	\$52.99	\$55.09	\$57.33	\$59.61	\$62.00	\$64.45	\$67.06	\$69.73	\$72.55
	22	\$53.53	\$55.65	\$57.90	\$60.21	\$62.62	\$65.10	\$67.72	\$70.43	\$73.28
	23	\$54.06	\$56.20	\$58.48	\$60.81	\$63.24	\$65.75	\$68.40	\$71.14	\$74.01
	24	\$54.60	\$56.76	\$59.06	\$61.42	\$63.88	\$66.41	\$69.09	\$71.84	\$74.74
	25	\$55.15	\$57.33	\$59.66	\$62.03	\$64.51	\$67.08	\$69.77	\$72.56	\$75.49



First full pay period following 4/1/26											
	Level	1	2	3	4	5	6	7	8	9	10
Btwn Steps 2.25%	3.00%										
	1	\$38.12	\$39.64	\$41.23	\$42.87	\$44.58	\$46.37	\$48.23	\$50.16	\$52.16	\$54.25
	2	\$38.98	\$40.53	\$42.16	\$43.83	\$45.59	\$47.41	\$49.31	\$51.29	\$53.34	\$55.48
	3	\$39.85	\$41.44	\$43.11	\$44.82	\$46.61	\$48.48	\$50.42	\$52.44	\$54.54	\$56.73
	4	\$40.75	\$42.37	\$44.08	\$45.83	\$47.66	\$49.57	\$51.55	\$53.62	\$55.76	\$58.00
	5	\$41.67	\$43.32	\$45.07	\$46.86	\$48.73	\$50.69	\$52.71	\$54.83	\$57.02	\$59.31
	6	\$42.61	\$44.29	\$46.08	\$47.92	\$49.83	\$51.83	\$53.90	\$56.06	\$58.31	\$60.64
	7	\$43.57	\$45.28	\$47.12	\$49.00	\$50.95	\$52.99	\$55.11	\$57.32	\$59.62	\$62.00
	8	\$44.55	\$46.31	\$48.17	\$50.10	\$52.10	\$54.18	\$56.35	\$58.60	\$60.96	\$63.40
Btwn Steps 1.50%	9	\$45.56	\$47.35	\$49.26	\$51.22	\$53.27	\$55.40	\$57.61	\$59.92	\$62.33	\$64.82
	10	\$46.58	\$48.42	\$50.37	\$52.38	\$54.48	\$56.64	\$58.91	\$61.28	\$63.74	\$66.28
	11	\$47.28	\$49.15	\$51.13	\$53.16	\$55.29	\$57.49	\$59.80	\$62.19	\$64.70	\$67.27
	12	\$47.98	\$49.88	\$51.90	\$53.96	\$56.12	\$58.35	\$60.70	\$63.12	\$65.67	\$68.29
	13	\$48.70	\$50.63	\$52.68	\$54.77	\$56.97	\$59.23	\$61.60	\$64.07	\$66.65	\$69.31
	14	\$49.43	\$51.39	\$53.47	\$55.60	\$57.82	\$60.11	\$62.53	\$65.03	\$67.65	\$70.34
	15	\$50.17	\$52.16	\$54.28	\$56.43	\$58.69	\$61.01	\$63.47	\$66.01	\$68.67	\$71.40
	16	\$50.92	\$52.95	\$55.09	\$57.27	\$59.57	\$61.93	\$64.42	\$67.00	\$69.70	\$72.47
	17	\$51.68	\$53.74	\$55.91	\$58.13	\$60.46	\$62.86	\$65.39	\$68.00	\$70.75	\$73.55
Btwn Steps 1.00%	18	\$52.45	\$54.54	\$56.75	\$59.01	\$61.37	\$63.80	\$66.38	\$69.02	\$71.81	\$74.66
	19	\$53.24	\$55.35	\$57.60	\$59.89	\$62.29	\$64.76	\$67.37	\$70.06	\$72.89	\$75.78
	20	\$54.04	\$56.19	\$58.47	\$60.79	\$63.23	\$65.73	\$68.38	\$71.12	\$73.99	\$76.92
	21	\$54.58	\$56.75	\$59.05	\$61.40	\$63.86	\$66.39	\$69.07	\$71.82	\$74.73	\$77.69
	22	\$55.13	\$57.32	\$59.64	\$62.01	\$64.50	\$67.05	\$69.75	\$72.54	\$75.48	\$78.47
	23	\$55.68	\$57.89	\$60.23	\$62.64	\$65.14	\$67.73	\$70.45	\$73.27	\$76.23	\$79.26
	24	\$56.24	\$58.47	\$60.83	\$63.26	\$65.79	\$68.40	\$71.16	\$74.00	\$76.99	\$80.05
	25	\$56.80	\$59.05	\$61.44	\$63.89	\$66.45	\$69.09	\$71.86	\$74.74	\$77.76	\$80.85

OFNHP Position Levels									
1	2	3	4	5	6	7	8	9	10
Certified Respiratory Therapist			Registered Respiratory Therapist		Radiology and procedure Technologist		Ultrasound Technologist	Radiation Therapist	Cath Lab EP Technologist
			Respiratory Therapist Cardiopulmonar yRehabilitation			CTTechnologist	NuclearMed/CT Hybrid		
			Certified Surgical Technologist		Coordinator Student Diagnostic Radiology		Echo Technologist		
			Surgical Technologist		Coordinator Technologist Diagnostic Radiology		Nuclear Medicine Technologist		
			Surgical Technologist FBC			CoordinatorCT Diagnostic Radiology	Special Procedures Technologist		
			Coordinator Pulmonary Transitions				Coordinator Echocardiograp her		
			Coordinator Respiratory Therapy				Coordinator SpecialtyProc Angio Cath		
			Specialty CoordinatorCST				Coordinator Ultrasound		

