



COLLECTIVE BARGAINING AGREEMENT

between

HHS



SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 49

in effect from

JUNE 1, 2022

through

DECEMBER 31, 2024

3536 SE 26TH AVE PORTLAND, OR 97202



1-800-955-3352 | FAX 503-238-6692

www.SEIU49.org

“We pushed hard for a fair contract and won major improvements for all HHS members! We couldn’t have done this if HHS workers hadn’t shown their unity, including joining the picket line with McKenzie Willamette workers in December.”

— Our HHS Bargaining Team

Here is what we won by striking together for a fair first contract with HHS:

HIGHER WAGES!

- ✓ New starting wage rates above those at other area hospitals!
- ✓ Wage increases for all employees.
- ✓ 3% increases (2% if less than 6 months seniority) in January 2023 and January 2024.

IMPROVED HEALTHCARE!

- ✓ Lower Costs for all employees: HHS will pay an insurance subsidy to all employees who enroll in an HHS plan: \$61.70 a month for employees on the Major Medical Plan, \$50.48 a month for employees on the MEP plan.
- ✓ Better Access to In-Network Providers: If the insurance plan does not have an in-network provider accepting patients within 15 miles of the hospital, employees will pay the in network rate. McKenzie Willamette Hospital and associated providers are now in-network!
- ✓ If an employee chooses to purchase healthcare through Cover Oregon, HHS will not contest the government subsidy which employees qualify for.
- ✓ Open enrollment for 2 weeks after ratification for members to add or change coverage.

INCREASED PTO!

- ✓ Significant increase in PTO and other improvements.
 - Full time employees will earn between 23 and 40 days of PTO a year, with accruals based on Employee’s hire date at McKenzie Willamette.
 - Increased maximum accruals and established the right to cash out up to 40 hrs of PTO a year and to donate PTO to coworkers in need.

YOUR RIGHTS AT WORK!

Your rights at work are protected under the new contract! We won respect for seniority, including keeping seniority for years worked as a McKenzie employee; a grievance procedure to defend the contract; protections against schedule changes and department restructures; the right to union representation; protections against unfair discipline, and many other rights and protections!

UNION STRONG!

✓ Unity and Union Membership is what wins strong contracts. We won agreement that next time we bargain will be at the same time as other workers at McKenzie Willamette to allow all SEIU members to stand together and win together. Union membership is essential for a strong union, all HHS employees will be expected to become dues paying union members once the contract is ratified.

AND MUCH MORE...

✓ Double pay on holidays, including your birthday! Overtime if you work past your scheduled shift, consecutive-day overtime, and overtime if you have less than 12 hours rest between shifts. Protections around being called in or called off, a voice in workplace safety, COVID protections, and so much more!

Your 2022 HHS Bargaining Team:

Gabriela Flores

Rayven Laury

Lisa Godell

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AGREEMENT

This Agreement shall become effective on January 1, 2022, and shall remain in effect until 11:59 pm on December 31, 2024 and from year to year thereafter; provided, however, that either party upon no less than ninety (90) calendar days written notice to the other part, prior to December 31, 2024 or December 31st of any subsequent year, may notify the other party of its desire to amend or terminate this Agreement upon the expiration of its current term. If such notice to amend or terminate is timely served, negotiations shall commence between the parties within fifteen (15) days after receipt thereof. Request to amend shall be submitted with the notification

WITNESSETH TO:

That the parties hereto have agreed as follows:

ARTICLE 1 – PURPOSE OF AGREEMENT

It is the intent and purpose of the parties to set forth in this Agreement, rates of pay, hours of work and conditions of employment to be observed between the parties.

ARTICLE 2 – DISCRIMINATION/CONFIDENTIALITY

1. Discrimination - The employer and the Union agree that each will fully comply with applicable laws, regulations, and hospital policies regarding discrimination and will not discriminate against any employee or applicant for employment, on the basis of, race, color, national origin, religious affiliation, sex, age, marital status, sexual orientation, disability, gender identity or expression, genetic information, support or opposition to the union, or any other protected class status in accordance with applicable federal, state and local laws. There shall be no distinction between the wages paid men and the wages paid women for the performance of comparable quantity and quality of work on the same or similar jobs.
2. Confidentiality - Every HHS employee has an obligation to actively protect and safeguard confidential, sensitive and proprietary information in a manner designed to prevent the unauthorized disclosure and use of that information and in accordance with all applicable federal and state laws and regulations.

ARTICLE 3 – JOINT OBLIGATIONS

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

Meetings shall generally be held at least quarterly unless mutually agreed to by the parties. A maximum of four (4) bargaining unit committee members, including up to two members from EVS and up to two members from CNS, will be paid for up to four hours and not less than two hours for attendance at scheduled meetings. Such time will be classified as non-productive hours and will not be eligible for overtime or premium pay.

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

2. Staffing - The Union and the employer recognize the importance of safe working conditions for employees and of adequate staffing in all departments for the provision of quality care and services.

ARTICLE 4 – RECOGNITION AND UNION SECURITY

1. HHS recognizes the Union as the exclusive bargaining agent of all dietary, housekeeping and linen services workers, excluding supervisors and managers, employed by HHS at McKenzie Willamette Medical Center in Springfield, Oregon for the purpose of collective bargaining with respect to rates of pay, hours of work, and working conditions.
2. All employees shall become members of the Union or make fair share payments to the Union as a condition of employment after thirty-one (31) calendar days of beginning their employment. All bargaining unit employees must maintain membership in good standing or make monthly fair share payments for the duration of the collective bargaining agreement.

Steward's Rights – The union will designate up to two stewards in each department, of which one will be designated as the primary steward and one as the alternate steward. The union will inform HHS any time there is a change in union stewards. A steward will be allowed thirty (30) minutes to educate new employees about the Union in person at all new employee orientations, or another mutually agreed upon time within the employee's first month of employment. HHS will provide an annual calendar of new employee orientation dates to the Union in December of the preceding year.

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

3. For the duration of this Agreement, the employer shall deduct from each employee's wages, initiation fees, monthly Union dues, fair share payments, and COPE deductions, as specified by the Union; provided that the employee has signed a written assignment and authorization which has been received by the employer. Such assignment and authorization shall be effective at the time it is signed by the employee, and it shall remain in accordance with the conditions specified on the Union authorization form. Employees who exercise their right of non-association, based on a bona fide religious tenets or teachings of a church or religious body of which an employee is a member may exercise the right to pay an amount equivalent to regular union dues and initiation fees to

one of the following organizations: United Way, MWMC Foundation or American Cancer Society. Payments are to be made on a monthly basis or in advance with receipts sent to the President of the Union.

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

4. The following general conditions will be applicable:
 - A. The employer will provide the Union an electronic list in MS Excel by the eighteenth (18th) of each month of all the new employees hired for the period between the sixteenth (16th) of the prior month through the fifteenth (15th) of the current month, a list of terminated employees and a list of employees who have transferred out of the bargaining unit. This monthly electronic transmission shall also contain a list all bargaining unit employees with name, employee identification or social security number or other mutually agreeable unique identifying number, monthly dues, fair share and COPE deduction amounts, and gross monthly wages with overtime excluded from the prior month. The Union recognizes the confidential nature of all represented employees’ social security numbers and agrees to maintain reasonable safeguards to preserve the confidentiality of these numbers. In addition, the Hospital will supply the Union a monthly electronic list of bargaining unit employees’ names, mutually agreeable unique identifying number, home and mailing addresses, department names and codes to which each employee is assigned, job classifications and codes for each employee, hire dates, birth dates, rates of pay, employee status, hours of work in the preceding month, including straight-time overtime, and call-in time. By December 18th of each year, the Union and the Hospital shall establish a mutually agreeable calendar for the following year with billing due dates and file transmission dates.
 - B. By the twenty-fifth (25th) of each month, SEIU will provide the employer with a list of employees indicating the monthly dues and initiations fees. The Union, upon request will also provide the employer with a copy of the membership and COPE check-off authorization.
 - C. Deductions for initiation fees and dues will be made from the employees’ pay checks each pay day. and submitted to the Union office no later than seven (7) calendar days after the same is deducted.
5. The Union shall indemnify HHS and save it harmless against any and all suits, claims, demands and liabilities that shall arise out of or be reason of any action that shall be taken by the employer for the purpose of complying with the provisions of Article 4, or in reliance upon any assignment and

authorization form (including but not limited to any electronic record and any electronic signature encompassed by Article 4, Section 3), list or information which shall have been furnished to the employer under such provisions.

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

Except as outlined in this agreement and for the direct representational time, such as steps in the grievance procedure, no employee shall engage in Union business during working hours.

From time to time, issues of mutual concern will arise which may require discussions/meetings between a bargaining unit representative and a member and/or a management representative. Such discussions when practicable shall be held during regular working hours on the hospital's premises and without loss of pay to participating employees. Prior to the discussions/meetings, the bargaining unit representative will request approval from the supervisor(s) of the work area(s) as far as in advance as possible; however, approval will not be capriciously denied.

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

ARTICLE 5 – ACCESS OF UNION REPRESENTATIVES

Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the work areas where HHS workers are employed at McKenzie Willamette Medical Center for the purpose of transacting Union business and observing conditions under which employees are employed; provided, however, that no interference with the work of employees shall result and such right of entry shall at all times be subject to general rules applicable to non-employees, including but not limited to those relating to patient privacy, and includes reporting by email to TMR@hhs1.com or designee. The Union Representative shall preschedule visits as often as reasonably possible. Concerns about access raised by management will be addressed by the union in a timely manner.

ARTICLE 6 – JURISDICTION BY UNION

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

ARTICLE 7 – NO STRIKE/NO LOCKOUT

A. Understanding

The Employer, the Union and the employees, individually and collectively, realize the importance to all parties of the uninterrupted performance of the work at the facility and agree to process abatable disputes only in accordance with the grievance and arbitration provisions set forth in this Agreement.

B. No Lockout

The Employer agrees that there shall be no lockouts during the entire term of this Agreement.

C. No Strike

During the entire term of this Agreement, neither the Union nor any employee covered by this Agreement shall engage in any strike, work stoppage, slowdown, sick-out, picketing or other interference with service, deliveries or operations of the Employer.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

1. Just Cause - No employee who has successfully completed the probationary period shall be discharged or subject to disciplinary action without just cause. Except in situations justifying immediate discharge, it is recognized that the employer employs a system of progressive discipline in the counseling and constructive discipline of employees.
2. An employee desiring an appeal for disciplinary action or discharge must file a grievance with HHS within fourteen (14) calendar days. Any protest filed in accordance with the foregoing shall be subject to the grievance and arbitration provisions of this Agreement.
3. Removal of Disciplines - disciplinary notices, including warnings, reprimands and suspensions will be removed from the employee's personnel file after eighteen (18) months if there have been no further disciplinary occurrences during that 18-month period. Disciplinary actions for the following conduct will remain in the employee's personnel file, but will not be considered as part of further disciplinary action after thirty six (36) months with no repeat occurrences; (1) violation of the Employer's non-discrimination policies, including sexual harassment; (2) conduct threatening or endangering patient safety; (3) assault/violence against another person; (4) theft or falsifying records; (5) unlawful breach of confidentiality or other privacy violations; or (6) violation of the Employer's substance free workplace policy.
4. At the time an employee is discharged, but in no event later than forty-eight (48) hours thereafter, he/she shall be provided with the specific reasons for the discharge from the employer, in writing. However, failure to meet this time limit shall not be the basis for overturning the discharge. If a department manager has overlooked the above time limit, he/she shall immediately respond to a request for the reasons in writing.

ARTICLE 9 – GRIEVANCE PROCEDURE

1. Definition - A “grievance” shall consist of any dispute between the Union or employee and the employer arising out of his/her employment involving the interpretation or application of any one or more provisions of this Agreement. If a resolution cannot be met, then the union and the employer will meet to resolve the grievance as expediently as possible.
2. Recognizing that many complaints and misunderstandings may be resolved short of becoming grievances, it is agreed that both the Union and the employer shall encourage employees and management to first discuss any complaint or misunderstanding within the employee’s specific departments. HHS maintains an “open door” policy and the union will encourage employees to attempt to resolve their concerns informally prior to utilizing the grievance procedure. It is agreed that, should any dispute arise between the Employer, Represented Employee or the Union as to the true interpretation or application of this Agreement. The following successive steps will be used: (Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.)

Step 1 - Within ten (10) business days after the first occurrence of a situation or the employee’s first knowledge of the situation, condition, or action giving rise to the alleged grievance, the employee(s) affected or the Union representative may present the grievance to his/her supervisor in writing on the appropriate form with a copy being sent to TMR@hhs1.com. The grievance must state the employee's name and Article in question.

Step 2 - If the grievance is not satisfactorily resolved within ten (10) business days after presentation to the supervisor, it shall be reduced to writing and submitted to the department manager and a copy sent to TMR@hhs1.com. Such written grievance shall specify the provisions of the Agreement allegedly violated and the specific remedy requested.

Step 3 - If the grievance has not been satisfactorily resolved by the department manager within ten (10) business days, it shall be submitted to the TMR@hhs1.com or designee. The designee shall respond in writing within ten (10) business days after receipt of the grievance.

Step 4 – If the grievance is not mutually resolved at Step 3, the union or the hospital may request mediation by the Federal Mediation and Conciliation Service (FMCS), and if the other party agrees to mediation, submit the issue to FMCS within ten (10) business days of the Step 3 response. The federal mediator will issue a recommendation at the close of the mediation session with a condensed decision setting forth the reason for the decision. The mediator’s opinion is not a binding decision. Neither the union nor the employer will retain legal counsel for representation during the mediation. The parties may mutually agree to the use of counsel. There should be no transcripts of the session and no written briefs.

Step 5 - Within ten (10) business days after presentation at this level, the employer and the Union shall agree upon an arbitrator from a panel of five (5) arbitrators furnished by the Federal Mediation and Conciliation Service. The arbitrator shall render a decision as promptly as possible, and in any event, within thirty (30) calendar days from date of case presentation. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to

change, alter, detract from, or add to, the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

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

ARTICLE 10 – UNION NOTICES

The Union shall be privileged to post notices of Union meetings and business on union bulletin boards including on a designated union bulletin board in each work unit. A bulletin board will be designated for the EVS and Culinary departments,

ARTICLE 11 – SUB-CONTRACTING

The parties agree that there shall be no sub-contracting of work performed by HHS at McKenzie Willamette Medical Center. The parties recognize that temporary staffing may be needed at times due to short staffing or inability to hire within the market.

ARTICLE 12 – SAVINGS CLAUSE

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

ARTICLE 13 – SUCCESSORS

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

ARTICLE 14 – MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to limit or impair the right of the Employer to exercise its discretion in determining whom to employ, and nothing in this Agreement shall be interpreted as interfering in any way with the Employer's right to determine and direct the policies, modes and methods of conducting its operations or the Employer's right to alter, rearrange or change, extend, limit or curtail its services or operations or any part thereof, to decide the number of employees that may be assigned to any shift or job, or the equipment to be employed in the performance of such work, whatever may be the effect employment, to employ temporary employees, to determine or re-determine job assignments and the division of duties between and within job classifications, to establish and alter work working schedules, at any time, when in the sole discretion of the Employer it may deem it advisable to do all or any of said things. Thus the Employer reserves and retains, solely and exclusively, all of the rights, privileges, and prerogatives which it would have in

the absence of this Agreement, regardless of the frequency or infrequency with which such rights have been exercised in the past, except to the extent that such rights, privileges and prerogatives are specifically and clearly abridged by express provisions of this Agreement.

The Union recognizes the right of the Employer to manage its employees, including but not limited to the following:

- Right to establish and require standards of performance; direct employees and their work; maintain order and efficiency; determine job assignments and work schedules and overtime; establish qualifications of work to be performed by employees;
- Determine the equipment to be used; implement new and different operational methods and procedure; determine staffing levels and requirements;
- To introduce new equipment, machinery, or processes and to change or eliminate existing equipment, machinery or processes, and to automate processes or operations.
- Select, hire, classify, re-classify, assign, promote, transfer, discipline, demote, or discharge employees for just cause, lay off and recall employees;
- Promote and enforce rules, regulations and personnel policies and procedures;
- To determine the size and composition of the work force, including shifts, and the number of shifts required, the starting and ending times of such shifts, and the number of employees assigned to any particular shift or operation.
- To direct and manage the work force.
- To adopt, add, amend, change, or rescind any employer work rules.
- To determine the length of the workday or workweek.

The reserved rights of management shall not be subject to the grievance and arbitration provisions of this Agreement nor shall the Employer be required to bargain with the Union about the Employer's exercising any of the reserved rights of management during the term of this Agreement.

Provided that such rights, which are vested solely and exclusively in the Employer, do not violate any specific provision of this Agreement.

ARTICLE 15 – TYPES OF EMPLOYEES

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

1. Probationary Employees – All employees shall be considered probationary employees during the first ninety (90) calendar days of work. Management may extend the length of the probation on a case-by-case basis, at their discretion, not to exceed a maximum of thirty (30) days additional probation. In the event that the probation period is extended, management shall inform the employee and the union and provide the reason for the decision to extend. During this probationary period, employees may be discharged without recourse to the grievance procedure. HHS employees employed as of 12/2/2022 shall not have to complete a probationary period and will not be considered as probationary employees.
2. Regular Employees - A Regular Employee is one who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per workweek. An employee

designated as a Regular Employee shall accumulate and receive all fringe benefits as provided in this Agreement when he/she becomes, and so long as he/she remains a Regular Employee.

Types of Regular Employees:

- a. Full-Time - A regular Full-time employee is one who is regularly employed to work a predetermined work schedule of thirty-six to forty (36-40) hours per week.
- b. Part-Time - A regular Part-time employee is one who is regularly employed to work a predetermined work schedule of twenty to thirty-five (20-35) hours per week. For certain positions patterns of days may vary each month on the basis of unit or department need.

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

3. Extra employees – An Extra Employee is one who is employed to work on an intermittent basis without a predetermined work schedule. Employees in an Extra position will fill in for scheduled days off for full or part time team members.
4. Full and part time employees will have consistent schedules and assigned areas. Schedules will be posted at least one week in advance for each two-week schedule period. Once posted the schedule can only be changed by mutual agreement.
5. Utilization of Short-Hour or Extra employees - The employer shall not utilize Short- Hour or Extra Employees in numbers greater than necessary to maintain adequate staffing levels during periods of high patient census and for relief of Regular Employees for reasons such as vacation and illness relief and accommodating Regular Employees' work schedules.
6. Extra, Short-Hour and Temporary Employee Differential - In lieu of eligibility for benefits, Short-Hour, Temporary, and Extra Employees shall receive a wage differential of ten percent (10%) of their wage rate. Because these categories of employees (who receive 10% wage differential in lieu of benefits) are not eligible for any fringe benefits, in no event will there be any duplication of the 10% differential payment and accumulation of rights to fringe benefits.

ARTICLE 16 – SENIORITY

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

- a. Discharge for just cause.
 - b. Voluntary resignation.
 - c. Layoff for a continued period of more than one (1) year. Failure to return to work after layoff within fourteen (14) calendar days when properly notified by the Employer by certified letter to the employee's last address. It shall be the employee's responsibility to keep current addresses on record with the Employer.
 - d. Absence in excess of one (1) year, except for industrial illness or mandatory military leave or otherwise provided by law.
2. Transfers/Promotions - Employees shall not be eligible for transfer from one position to another position for ninety days (90) from employment or transfer date unless approved by the employee's current department manager. This restriction includes moving from one schedule to another in the same department for the same position. Vacancies in classifications covered by this Agreement shall be posted for seven (7) calendar days. Such vacancy announcement shall contain the qualifications for the job. Employees shall be entitled to submit internal applications for such jobs during the seven (7) calendar day period. Employees shall also be entitled to submit for other jobs, which may subsequently become vacant. The employer shall keep such requests on file for six (6) months and shall provide such information to supervisors in departments where such vacancies occur. An employee who has applied for and been granted a position shall be scheduled and transferred completely to this new position within forty-five (45) calendar days from such notification of acceptance.

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

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

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

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

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

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

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

3. Transfer Trial Period - A successful bidder will be given up to thirty-one (31) calendar days as a trial period to determine if he/she wishes to remain on the job, and the employer will have the same period to determine if he/she is capable to perform the job.

Employees may be removed during the trial period. If the employee voluntarily gives up the job or is removed by the employer for inability to perform in the new position prior to the thirty-first (31st) day, he/she will be returned to his/her former classification and job without any loss of seniority. In the event the job has already been filled, the employee will have the right to move to any open position for which they are qualified, A written explanation will be provided to the employee, upon request by the employee. In such cases, the next senior qualified bidder will be given a trial period on the job.

4. Daily Staffing Adjustments - When a reduction in staff is necessary, such reduction shall take place by classification, department and shift, taking into consideration the ability to perform necessary duties: First, employees working above their master schedules receiving premium pay, then on the basis of volunteers; Then, by non-regular employees in the following order: (1) Temporary (2) Resource (3) Short-Hour; then by the least senior person scheduled to work.
5. A Regular Employee shall have the option to restore hours lost in a pay period as a result of daily/shift workforce reduction by notifying the department manager/supervisor that he/she is available to fill any unmet staffing need that does not result in overtime. Such Regular Employee shall, by seniority, on a first come first served basis be scheduled and granted work for that unfilled shift ahead of a Short Hour, Temporary or Resource Employee.
6. Layoff/Recall - Long Term Reduction In Staff (31 Days Or More) - A long term reduction in workforce which is expected to exceed thirty-one (31) days or more will occur in inverse order of bargaining unit seniority among the employee(s) within the affected classifications*, provided that the remaining employee(s) within the classification have the qualifications and experience to perform the work to be done as determined by employer, according to the following order:
 - a. Volunteers
 - b. Resources Employees
 - c. Probationary Part-Time/Full-Time Employees
 - d. Part-Time/Full-Time Employees

Regular full-time/part-time employees affected by the long-term reduction in work force using their bargaining unit seniority may:

- a. Fill an open position in their current classification, or any other open position, providing the employee has the qualifications and experience to perform the work.
- b. Bump the least senior bargaining unit employee in the same classification on the same shift then on any shift providing the employee has the qualifications and experience to perform in the position.

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

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

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

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

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

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

ARTICLE 17 – JOB DESCRIPTIONS

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

ARTICLE 18 – WORK LOAD DISTRIBUTION

1. When an employee is absent for any reason and a replacement cannot be obtained, it is the intention of the employer to distribute his/her workload equitably among the employees in the work unit so that no undue hardship shall fall on any individual. It is further the intention of the employer to distribute workloads equitably among employees in both single work units and departments, and to maintain a large enough call in list so that a normal rate of absenteeism shall not impose an undue burden of extra work upon Regular Employees.
2. When the training of another person prevents an employee from completing tasks within a required time frame during their shift, the department supervisor will provide or arrange for needed assistance or relief to complete such tasks.

ARTICLE 19 – POSTING SCHEDULES

1. Schedule Posting Date - Schedules of starting times and quitting times, and day off of Regular Employees, will be posted in two-week periods, at least one week prior to the schedule period and as much advance notice of overtime requirements will be given as permitted by operational circumstances. Once posted, the schedule, including starting and quitting times, can only be adjusted by mutual agreement. Employees are responsible for checking their schedules once posted.
2. Emergency - An “emergency” for the purpose of the above paragraph is a situation in which the employer is obligated without advance planning to change schedules with less than twenty-four (24) hours notice. In cases of emergencies, work schedules may be adjusted, provided the employees are given reasonable notice of the change in their schedule and the Union is promptly notified by the employer of the reason for the change. In making changes, however, the employer shall give consideration to any prior commitments of the employees. It is the employee’s responsibility to keep the Hospital informed of his/her telephone number or how else he/she may be reached.
3. Employee Requests For Vacation or Other Time Off - Employee requests for vacation or other time off shall be presented in writing on the prescribed form two weeks in advance.

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

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

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

ARTICLE 20 – HOURS OF EMPLOYMENT AND OVERTIME

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

A normal shift shall consist of eight (8) consecutive hours to twelve (12) consecutive hours, excluding any unpaid meal period included in that shift.

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

2. Employees shall be paid at the rate of one and one-half (1 ½) times the straight time hourly rate, for all hours of work performed in excess of forty (40) hours in one workweek or hours in excess of the employee's assigned shift duration (8 hours, 10 hours, 12 hours) in any 24-hour period. Workers assigned to work three (3) twelve-hour (12) shifts per week, shall be paid at the rate of one and one-half (1.5) times the straight time hourly rate, including shift differential, for all hours worked in excess of 36 unless an executed written waiver of overtime by mutual agreement exists. Hours in excess of the employee's assigned shift duration (8-hour, 10-hour 12-hour) in a payroll day that results from a change of shift starting time requested by the employee shall not be considered overtime.
3. Any change of shift initiated by HHS shall provide at least twelve (12) hours of off duty time between shifts or the payment of time and one-half (1 ½) for all hours worked on that shift. For the purposes of this provision, Standby ours will count as off duty time. If an employee on standby is called to work, the hours worked will not count as off duty time.
4. HHS shall exercise its efforts in good faith, subject to the requirements of efficient operations, to provide as many full-time employees as possible in this section with work schedules of thirty-six (36) to forty (40) hours per week.

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

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

6. Overtime will be paid for work in excess of five (5) days in a row, at Premium rate of time and one-half (1 ½). Self-scheduled voluntary in-services and/or staff meetings shall not be considered time worked under this provision. Four (4) hours worked constitutes a day worked. Full-time employees requested to work on a regularly scheduled day off shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for work performed on such days, except where there is a change of schedule agreed upon between HHS and the employee, or the employee requested to work the day off.
7. Where various overtime calculations might apply, HHS shall apply the method that provides the highest payment. Nothing herein limits payment of daily overtime worked in excess of the employee's regularly assigned shift duration within any given workday.
8. There shall be no duplication or pyramiding of overtime pay under this or any other provision of this Agreement.
9. It is the employer's intent to provide new employees with orientation that is adequate and that will vary in length based upon the needs of the job.

ARTICLE 21 – REST PERIOD DAILY

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

A thirty (30) minute unpaid meal break shall be allowed. The intent of the parties is to allow employees an uninterrupted meal period. If an employee is called back to work during their meal for an emergency, that employee will be allowed his/her meal period at another time during that shift.

ARTICLE 22 – PAY DAY

1. HHS shall pay employees every two (2) weeks and shall comply with wage and hour requirements in handling payroll matters. Pay days will be every other Friday. If the employer changes its payroll process, employees will be given sixty (60) calendar days notice of such change and the employer will notify the Union.
2. Paycheck Detail Printout - An employee may request in writing a time-line detail and a key with wage and hour data relating to the calculations on their paycheck.

ARTICLE 23 – WAGE RATES

1. The straight time hourly rates of pay shall be as shown in this article.
2. It shall be understood that no employee shall suffer any wage reduction, loss of benefits, or any other condition that they presently enjoy by the signing of this Agreement.
3. If there are significant new duties assigned to a specific job classification during the life of the Agreement, such changes will be reviewed by the employer to determine whether the job should be reclassified. If a change in classification is indicated, the parties will meet and confer over the proposed change. If a new position is established, HHS will negotiate the wage rate for this position with the Union.
4. Effective the first full pay period after ratification, the starting hourly straight time wage rates shall be as follows:

Department	Position	Starting Wage Rate
EVS	Custodian (Floor, Trash, Utility)	\$17.75/hr.
EVS	Patient Room Cleaner	\$17.50/hr.
Culinary	Cook	\$19.00/hr.
Culinary	Culinary Patient Ambassador	\$17.75/hr.
Culinary	Diet Tech.	\$18.00/hr.
Culinary	Culinary 2 (Cashier)	\$17.75/hr.
Culinary	Culinary Utility Assistant	\$17.50/hr.

5. The starting wage rates will be increased by two percent (2%) effective with the first full pay period following December 31, 2022.
6. The starting wage rates will be increased by two percent (2%) effective with the first full pay period following December 31, 2023.
7. Effective the first full pay period after ratification of this agreement, all current employees will receive a wage increase.
 - a. The wage of any employee with a current wage below the starting wage rate in article 23, section 5 shall receive two percent (2%) above the new starting wage rate. (Example, a

Patient Room Cleaner currently earning \$15 an hour would be increased to \$17.85, two percent above the new start rate of \$17.50. $\$17.50 \times 1.02 = \17.85). Employees with less than six months seniority will be placed at the new starting wage rate and will not receive the additional two percent (2%) increase.

- b. Wages of employees with between six months and ten years seniority and a current wage equal to or above the new starting wage rate shall be increased by four percent (4%).
 - c. Wages of employees with ten years seniority or above shall be increased by eight percent (8%).
 - d. Employees above the max wage rate will receive a 2% increase upon ratification of CBA. Employees will be capped once they meet max wage rate for 2023 and 2024 increases.
8. The wage rates of current employees will be increased effective with the first full pay period following December 31, 2022. Wage rates for employees with less than six months seniority shall be increased by two percent (2%), wage rates for all other employees shall be increased by three percent (3%).
9. The wage rates of current employees will be increased effective with the first full pay period following December 31, 2023. Wage rates for employees with less than six months seniority shall be increased by two percent (2%), wage rates for all other employees shall be increased by three percent (3%).

Positions Wage Caps / Max Wage Rate:

Max wage rates will increase by 2% for 2023 and 2024 max wage rate. Employee will not receive a decrease in wage rate if above the max wage rate. If above the max wage rate, they will not receive annual increase in 2023 and 2024.

Department	Position	Max Wage Rate:
EVS	Custodian (Floor, Trash, Utility)	\$21.00/hr.
EVS	Patient Room Cleaner	\$20.25/hr.
Culinary	Cook	\$26.00/hr.
Culinary	Culinary Patient Ambassador	\$21.00/hr.
Culinary	Diet Tech.	\$22.00/hr.
Culinary	Culinary 2 (Cashier)	\$21.00/hr.
Culinary	Culinary Utility Assistant	\$21.00/hr.

ARTICLE 24 – DIFFERENTIALS

- 1. Preceptor Pay - It is every employee’s responsibility to participate in orienting a new employee. Preceptor Pay will be paid for training of new employee and/or new job class only. Preceptors will be a management assignment. Preceptor pay will be paid at an additional one dollar and fifty cents (\$1.50) per hour.

2. Lead/Charge Pay- Employees operating in a leads/charge position will be paid two dollars (\$2.00) per hour extra as a differential.

ARTICLE 25 – HOLIDAY PAY

Holiday Pay-Employees working on a contractual holiday shall receive double their regular pay rate for all hours worked. The contractual holidays are:

New Years

Memorial Day

4th of July

Labor Day

Thanksgiving

Christmas Day

The Employees Birthday

ARTICLE 26 – WORK IN A HIGHER CLASSIFICATION

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

ARTICLE 27 – CHANGE OF CLASSIFICATION

An employee who is permanently promoted to a job in a higher classification shall be paid in his/her new classification. Such employees shall receive a wage increase of at least sixty-five cents (\$.65) per hour or be placed on the top of the step of the new range whichever is less.

An employee who is transferred to a position in a classification with a lower wage scale shall remain at their current wage rate.

ARTICLE 28 – PTO/EARNED LEAVE

1. General – PTO/Earned Leave is the employer's method of providing scheduled paid time off for eligible employees to meet their need for absence from work. Earned leave is a consolidation of, Sick Leaves, Holidays, and Vacation.
2. Eligibility - All Employees working an average of twenty (20) hours per week over a calendar quarter become eligible to accrue Earned Leave on a pro rate basis.
3. Accrual Pro Rate Formula - Earned Leave is accrued on a pro rate basis each pay period based on the following fraction: Actual hours compensated divided by two thousand eighty (2080) hours. Actual hours compensated means hours worked and paid benefit hours.

4. **Accrual Rates** – Employees will accrue earned leave based on hours worked and years of service. For the purposes of this article, years of service will be the employee’s seniority date. Eligible employees shall accrue Earned Leave as follows:

Number of Years	Number of Days	Hours per Compensable Hour
0-1	23	.08846
1-3	27	.10385
3-7	31	.11923
7-12	35	.13462
12-15	39	.15000
15+	40	.15385

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

Cash Out - An employee may elect to cash out up to forty (40) (hours of their projected calendar year accrual of earned leave at one hundred percent (100%), subject to the following terms and conditions:

- a. A balance of forty (40) hours must be retained in the employee’s earned leave bank.
 - b. The election must be made within thirty days (30) before or after the anniversary of the employees employment,
 - c. Employee must designate when they wish to receive their earned leave cash out during the upcoming year at the time of open enrollment.
 - d. The election is irrevocable.
 - e. An employee who does not declare such an election and later decides to cash out earned leave shall be cashed out at eighty-five percent (85%).
5. **Use of Earned Leave** - Earned Leave may be used as soon as it is earned in accordance with the provision of this section, except that time off for vacation purposes may not be taken until successful completion of six (6) months of service.

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

scheduling. When approved and scheduled, the hours will be entered into the time and attendance system as Earned Leave for the pay period in which the Earned Leave will be used.

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

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

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

Requests for unpaid time off will be considered at the time the monthly schedule is made out after requests for Earned Leave have been satisfied.

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

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

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

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

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

An employee shall have the option to use twenty (20) hours per week of Earned Leave to maintain their health benefits package up to ninety (90) days for a medical or parental leave of absence.

6. Employees shall be permitted to donate Earned Leave they have actually accrued, in an amount of up to eighty (80) hours in any 12-month period, to other bargaining unit members who have completed at least one year of employment with HHS., are on an approved leave and have exhausted all of his or her own Earned Leave.

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

In the event more hours have been donated to any employee on leave than he or she needs or if the leave recipient's employment is terminated for any reason, any remaining donated hours shall be returned to the donor(s) on a pro-rate basis utilizing the same ratio of each donor's hours to the total number of hours donated to the recipient. No employee shall have more hours returned than he or she donated.

Employees wishing to donate Earned Leave will complete an appropriate form supplied by HHS indicating the name of the individual that he or she wishes to receive the donation and the number of hours to be donated.

ARTICLE 29 – BEREAVEMENT LEAVE

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

Up to three (3) working days in a two week pay period, as required will be granted with pay to any of such days which fall on such employee's regular workdays to attend the bereavement of parents, spouse, children, sister, brother, mother-in-law, father-in-law, spousal equivalent, step-parents, stepchildren, grandparents, or grandchildren, and other relatives residing in the same household as the employee. Employees will be required to present documents verifying the need for bereavement leave within fourteen (14) days of returning from such leave. Acceptable documents include, but are not limited to, death announcements, obituaries, letters or email from a funeral home, employee or faith community and death certificates.

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

ARTICLE 30 – JURY DUTY

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

his/her shift remain at the end of jury duty service for the day, unless jury service was a complete day. Employees on jury duty shall be considered for day shift or if jury duty falls on a scheduled day off, it shall be considered a workday and the employee will be scheduled a replacement day off. Employees selected for grand jury duty shall be scheduled for day shift Monday- Friday.

ARTICLE 31 – LEAVE OF ABSENCE

1. Protected Types of Leaves - The Employer shall grant employees leave of absence in accordance with applicable state and/or federal law. Protected leaves include Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), Victims of Certain Crimes Leave Act, Military Leave, Spouse Military Leave (Oregon Military Family Leave Act) and Workers' Compensation.

For employees eligible for leave under OFLA and/or FMLA, the employee shall be granted leave on the advice of a qualified physician, and the duration of such leave shall be determined on the basis of medical need. The Employer will administer leaves of absence and maintain policies in accordance with applicable state and federal law.

At such time as the Oregon Paid Family and Medical Leave Insurance (PFMLI) program becomes active, employees receiving PFMLI shall be given the option of whether to use Paid Time Off or unpaid leave.

2. Personal Leaves: Employees with at least twelve (12) months of service contiguous to such request may request a leave of absence for a period of up to an aggregate total of twelve (12) months including protected leave or a paid personal leave. Such requests may be granted at the sole discretion of the Department Manager or his/her designee.
3. Additional Types of Leaves:
 - a. Education Leave – work related
 - b. Union Leave – Subject to the employer's work unit requirements, Union members may be granted leave to perform work for the Union, not to exceed three (3) months. Such leave requests shall not be unreasonably denied. More than one employee on such leave cannot be absent from the same department with a maximum of two (2) employees out on union leave at the same time. The employee shall be permitted during such absence to take time off without pay, however benefits will exhaust at the end of the month in which the unpaid union leave begins. Upon returning from Union leave, the employee shall be returned to his or her former position and their seniority date will be adjusted by the total number of unpaid union leave days.
4. Denial of Education, Union, and Personal Leaves - Request for leave may be denied for the following reasons:
 - a. Inability to maintain proper staffing levels
 - b. Inability to obtain qualified replacement

- c. Inadequate notice of intent to take leave
 - d. Repeated use of leave of absence
5. Notice and Duration of Leave - Except in situations in which it is unreasonable to expect an employee to anticipate, employees must submit their request for personal or educational leave to HHS three (3) months in advance of such leave. Except in situations in which it is unreasonable to expect an employee to anticipate, employees must submit their request for Union leave one (1) month in advance of such leave. A definite return date must be agreed upon prior to the start of such leave unless circumstances make such commitment impossible, in which case, if possible, employees must give at least thirty (30) calendar days advance notice of return. When thirty (30) days advance notice is not possible, employee must keep the employer informed of any medical progress and anticipated date of return.
6. Accrual - Reinstatement Rights and Limitations - Employees returning from a protected leave of twelve (12) weeks or less, shall return to their former position.
- a. Employees returning from a leave in excess of twelve (12) weeks shall be eligible to apply for an internal position(s) for which he/she is qualified and shall be considered an internal candidate for job postings purposes and be given preference to equally qualified outside candidates.
 - b. Employees returning from an approved personal or educational leave of four (4) weeks or less, shall return to an equivalent position on the same shift.
 - c. Employees returning from an approved personal or educational leave in excess of four (4) weeks shall be eligible to apply for an internal position(s) for which he/she is qualified and shall be considered an internal candidate for job posting purposes.
7. The accrual or payment of all benefits and the accrual of seniority shall cease at the start of such leaves not protected by State and/or Federal leave law. Benefits and seniority accumulated prior to such leave shall not be forfeited. Employees on protected leave must pay the required premiums for group insurance in order for such coverage to continue during the leave.

ARTICLE 32 – HEALTH AND WELFARE

- 1. The employer will continue to provide employees with the existing medical and dental plans for the duration of the contract.
- 2. Health Insurance. The employer shall provide the Employees with the health insurance benefits (including Medical, Dental and Vision) set forth in this agreement and in the HHS benefit plans.
- 3. HHS will continue to provide the option of a Major Medical (MVP) plan and of a MEC + Indemnity plan as described in the plan documents available at LOCATION. Employee contributions for the duration of the contract per pay period will not exceed a 3% increase over the amount listed below:

Plan	Employee contribution each payroll period (26 bi-weekly payments)
MEC + Indemnity Plan	
TM (employee only)	25.24
TM + 1	106.46
Family	139.96
Major Medical Plan	
TM (employee only)	61.70
TM + 1	233.58
Family	430.45

4. Health Care Stipend

For employees electing coverage under the major medical (MVP), HHS will provide a health care stipend in the amount of fifty percent 50% of the cost of employee only premium of the Major Medical (MVP) plan, currently thirty dollars and eighty-five cents (\$30.85) per pay period. This stipend will be provided only if major medical is elected. The stipend amount will be the same, 50% of employee only premium, regardless of the tier of coverage,

For Employees electing coverage under the MEC + Indemnity plan, HHS will provide a stipend equivalent to one hundred percent of the employee only premium, currently twenty-five dollars and twenty-four cents (\$25.24) per pay period. This stipend will be provided only if a MEC+Indemnity plan is elected. The stipend amount will be the same, 100% of employee only premium, regardless of the tier of coverage elected.

HHS agrees that it will not contest any subsidy that would be provided under the Affordable Care Act.

5. Access to providers.

In the event that there is no available in network medical provider or specialist within 20 miles of McKenzie Willamette Medical Center who is accepting new patients, Employees can go to an out of network provider and pay the in-network rate. If a claim is processed out of network and there is not an in-network provider HHS will request the carrier to reprice to in-network and process payment to carrier. If an employee receives a bill for out of network, the employee will provide to HHS Benefits department for review of in-network pricing and payment.

6. 401k:

HHS will provide a 401k plan to Employees and will match fifty percent (50%) of employee contributions on the first seven percent (7%) of their base eligible compensation. The 401k plan documents are

available at NAME. The 401k plan is subject to the plan rules including matching payment being made by the employer each March and a three (3) year vesting period.

7. Life and Disability coverage:

HHS will provide and pay one hundred percent (100%) of the cost of providing employees with \$20,000 life/ADD coverage plus STD at \$200 a week.

Upon ratification of the contract, HHS will provide a two-week open enrollment election period for all employees to make changes or new elections under health benefits.

ARTICLE 33 - UNIFORMS AND LAUNDRY

1. When employees are required to wear uniforms or special type work clothes while in the employment of HHS, the cost of furnishing same shall be borne by HHS
2. HHS will launder employee's own apparel if the apparel is soiled by potential biohazard fluid such as blood or other potentially infectious materials ("OPIM") in accordance with the hospitals infection control policy HHS and the employees shall follow applicable infection control policies to ensure the safety of employees.
3. Employees who are required to change in and out of uniforms or special type of work clothes shall use paid time.
4. Dietary employees shall be furnished necessary aprons and smocks while working.

ARTICLE 34 – PHYSICAL EXAMINATIONS

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

HHS completes an essential functions test at the time of hire and upon return from medical leave which is not considered a Physical Examination.

ARTICLE 35 – MEALS

The employer agrees to provide free meals for HHS workers during the term of this Agreement.

ARTICLE 36 – SAFETY AND HEALTH

The hospital Safety Committee shall have maximum of two (2) positions for the SEIU HHS bargaining unit. Up to two (2) members shall be paid for a maximum of two (2) hours to attend meetings quarterly. Time paid will not drive consecutive day overtime. Overtime will be paid for over forty (40) hours per week. Employees will be

selected by the bargaining unit and the Union will notify administration in writing the names of those employees so selected.

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

ARTICLE 37 – SUBSTANCE-FREE WORKPLACE

The Union and the Employer agree that the workplace should be a drug free environment. To further that end the Parties agree that:

- Desks, lockers, and other storage devices may be provided for the convenience of Employees but remains the sole property of our hospital partner. Accordingly, any agent or representative of HHS can inspect them when there is a reasonable suspicion to believe that the Employee is under the influence of alcohol or any illegal substance.
- While on hospital property and while conducting business-related activities off property, no Employee may use, possess, distribute, sell, or be under the influence of alcohol or any illegal substance. Under the influence will be determined by either a blood test, urinalysis, or breath alcohol test. Drug testing will be done if there exists a reasonable suspicion that the Employee may be under the influence of alcohol or a controlled non-prescribed substance, as evidenced by observed behaviors including speech or body odor.
- The Union will be notified that a drug test is being contemplated before the drug test is done, however, such notification shall not delay the required testing for more than fifteen (15) minutes. The legal use of prescribed drugs is permitted on the job only if it does not impair the Employee's ability to perform the essential functions of the job effectively and in a safe manner nor will it endanger other individuals in the workplace.
- Violations of this article may lead to disciplinary action, up to and including immediate termination of employer, and/or may require participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

1. Confidentiality

HHS understands that drug and alcohol testing is a medical exam and if conducted must be job related and justified by business necessity. Test results are strictly confidential and no information about the drug/alcohol test will be released by the Employer without written consent of the Employee or unless as a result of legal process.

2. Self-Reporting

An employee who voluntarily self-reports a substance abuse problem prior to violating this Article to the Employer may continue, at the Employer's sole discretion, working while undergoing rehabilitation/treatment. The employee must comply with any Memorandum of Agreement that the Employer imposes to be considered for employment retention. Failure to comply with any Memorandum will be cause for termination.

The employee may be subject to random drug and/or alcohol screens at the Employer's discretion. If the employee fails to successfully complete the rehabilitation/treatment program, or relapses after successful completion, the Employer shall again have cause for termination.

3. Smoking and Tobacco Policy

Smoking or other use of tobacco or similar products (including, but not limited to, cigarettes, pipes, cigars, snuff, or chewing tobacco, e-cigarettes or vapor) is not permitted at any point during a workday while on Company business, while in transit between work locations or assignments, while at client locations, in any part of a Company building or anywhere on or in Company parking areas.

ARTICLE 38 – DURATION OF AGREEMENT

The Agreement shall become effective on June 1, 2022, and shall remain in effect until 11:59 p.m. August 31, 2024 and from year to year thereafter; provided, however, that either party upon no less than ninety (90) calendar days written notice to the other party, prior to December 31, 2024, or December 31st of any subsequent year, may notify the other party of its desire to amend or terminate this Agreement upon the expiration of its then current term. If such notice to amend or terminate is timely served, negotiations shall commence between the parties within fifteen (15) days after receipt thereof. Request to amend shall be submitted with the notification.

Signature Page

For HHS

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Lisa Molnar
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Signature

Lisa Molnar President, HCM

Name/ Title

06/13/2022 | 11:20 CDT

Date

For SEIU Local 49

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Meg Niemi
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Signature

Meg Niemi President, SEIU 49

Name/ Title

06/13/2022 | 14:44 CDT

Date

DocuSigned by:
Andrew Barnes
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Signature

Andrew Barnes Organizer

Name /Title

06/13/2022 | 11:24 CDT

Date

Appendix A

Letter of Agreement: COVID 19 and future Pandemics

SEIU Local 49 and HHS share an interest in providing quality, uninterrupted services during the COVID 19 pandemic and in the event of future pandemics. HHS will continue to comply with all local, state and federal requirements and SEIU local 49 will continue to encourage compliance by employees.

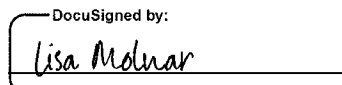
1-In the event that the state of Oregon or Lane County declare a renewed state of emergency or additional COVID restrictions, the parties agree to meet as soon as possible to discuss the impacts on HHS employees.

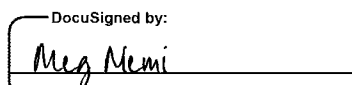
2-The parties commit to share information about COVID 19 or any future pandemic to ensure uninterrupted services and worker and patient safety. HHS commits to informing any employee who has been exposed to COVID 19 as soon as possible and within 48 hours.

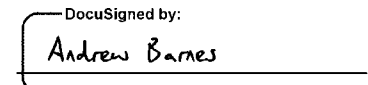
3-Absences related to illness or exposure to COVID 19 for the employee or someone living in their household will not be held against employees under the HHS attendance policy.

For HHS

For SEIU Local 49

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Signature

Lisa Molnar President, HCM

Meg Niemi President, SEIU 49

Andrew Barnes Organizer

Name/ Title

Name/ Title

Name /Title

06/13/2022 | 11:20 CDT

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06/13/2022 | 11:24 CDT

Date

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