

BARGAINING AGREEMENT

between

Legacy Meridian Park

and

Oregon Federation of Nurses and Health Professionals

[DATES]

## **PREAMBLE**

It is the intent and purpose of the Employer and the Union to promote collaborative labor management relations. To this end all Employer representatives, Union representatives, and employees will interact with each other, other employees, and patients in a respectful and courteous manner and in accordance with the highest ethical standards.

The parties agree that the Preamble is not subject to the Grievance and Arbitration Procedure.

## **ARTICLE 1. RECOGNITION**

1.1. The Employer recognizes the Union as the exclusive representative for all employees of the Employer as described in the following Bargaining Unit:

1.1.1. NLRB Case No. 19-RC-329285 - All full-time, regular part-time, on-call and supplemental technical employees employed by the Employer at its acute care hospital located at 19300 SW 65th Avenue, Tualatin, Oregon in the following classifications: Cardiopulmonary Technologists, Clinical Specialist Anesthesia Technicians, Endoscopy Technicians, Women Services Surgical Technologists, Imaging Lead, CT Technologist, CT Technologist Lead, Mammography Technologist, MRI Technologist, MRI Technologist Lead, Nuclear Medicine Technologist, Nuclear Medicine Technologist Lead, Radiologic Technologist, Radiologic Technologist Lead, Respiratory Therapist, Surgical Technologist, Surgical Technologist Lead, Pharmacy Technician, Ultrasound Technologist, Ultrasound Technologist Lead, Sterile Processing Technician 1, Sterile Processing Technician 2, Sterile Processing Technician Lead, Sonographer, Cath Lab Technologist, Central Sterile Specialist, X-ray Technologist, and X-ray Technologist Lead. Excluding confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

1.1.2. This recognition shall not be interpreted to limit the ability of qualified (including but not limited to credentialed and trained) supervisors, managers, nurses and qualified agency staff or travelers from performing work also performed by bargaining unit employees from time to time. If open positions have been made available to the bargaining unit but not filled in a reasonable period of time, those shifts may be offered to qualified individuals outside the bargaining unit.

1.1.3. The parties recognize that new job titles may be developed to reflect the evolution of care delivery. Prior to the posting of a newly created technical job related to the classifications in the bargaining unit, the parties will meet to discuss representation status. The Employer and Union may agree to the accretion of the newly created technical job into the Agreement. The above paragraph does not apply to positions which meet the criteria for management/supervisory employee, or confidential employee, as defined by the National Labor Relations Act.

## **ARTICLE 2. UNION SECURITY**

2.1. **Required Membership**

- 2.1.1. All present employees shall, within thirty-one (31) days of the execution of this Agreement, either become and remain members of the Union or pay regular fair share fees equal to Union membership fees and monthly dues.
- 2.1.2. Fair Share Payment. The monthly fair share payment shall be as established by the OFNHP in accordance with applicable law, but in no event shall be greater than the monthly dues paid by members of the OFNHP. Fair share payment shall be made to the OFNHP or, for persons with religious objections, to any lawfully recognized charity.
- 2.1.3. All employees in classifications covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement shall, on or before the thirty-first (31st) day following the beginning of their employment, either become and remain members of the Union or pay regular fair share fees as described above.
- 2.1.4. Employees who are required to join the Union or pay regular fair share fees and who fail to do so shall, upon notice in writing from the Union to the Employer of such failure, be terminated.
- 2.1.5. On a new employee's first day of work in a new department, a supervisor will introduce that employee to a union steward.

## 2.2. **Payroll Deduction of Dues.**

- 2.2.1. The Employer shall deduct from each employee's wage the amount of Union dues or fees, as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Employer with a written agreement authorizing such deductions. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of this Agreement, whichever occurs sooner.
- 2.2.2. Deductions for dues shall be processed on the first and second pay period of each month.
- 2.2.3. Remittance. The Employer will deduct the Union dues for those employees who have voluntarily signed an agreement authorizing such deductions on a bi-monthly basis, provided the Union has submitted the signed agreement to the Employer. Deductions will be promptly transmitted to the Union by check or electronic payment (ACH) payable to its order within ten (10) business days from the pay date. Upon issuance and transmission of the funds to the Union, the Employer's responsibility shall cease with respect to such deductions.
- 2.2.4. Deduction Report. The Employer will also provide a roster in electronic format that includes the employee's name, employee identification number, the dues amount deducted, and earnings by pay periods within ten (10) business days of the end of the month.

2.2.5. Concurrent with the payroll data run each month, the Employer shall forward to the Union the names, addresses, work location, department, employee identification number, and date of employment of new employees. This report will also include the names of employees who have terminated employment, taken a Leave of Absence, or retired.

2.2.6. The Employer shall also provide to the Union, upon request, the scheduled hours, location, and department of each employee on a quarterly basis.

### 2.3. **Indemnification**

2.3.1. The Union shall indemnify the Employer and its agents hold them harmless for any loss or damages and will indemnify and defend, upon request, against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article.

### 2.4. **Union Access**

2.4.1. OFNHP shall be permitted at all reasonable times to enter the facility operated by the Employer where bargaining unit employees are employed, when such visits are necessitated by matters concerning the administration of the Agreement, observing the conditions under which the employees are employed and assisting in processing grievances. The Union representatives shall, twenty-four hours prior to and upon arrival at the facility, notify via email Labor Relations or designee of the intent to transact OFNHP business. Transaction of any business shall be conducted in an appropriate location, a non-patient care area, subject to general Employer 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. The notice provision of this Article shall not apply to Weingarten or other meetings that are called by the Employer with less than twenty-four hours' notice.

### 2.5. **Union Representatives and Union Activities**

2.5.1. OFNHP may designate a reasonable number of Union Officers, Delegates and Stewards from within the bargaining unit. OFNHP shall provide the Hospital a list of all Union Stewards, Officers or Delegates from the bargaining unit. OFNHP will update the list at least quarterly upon request of the Hospital. The transaction of Union business shall be on the employees' own time.

### 2.6. **No Conflicting Agreements**

2.6.1. No employee shall be required to make a written or verbal agreement with the Employer which conflicts with the terms of this agreement.

### 2.7. **Bulletin Boards**

2.7.1. A designated OFNHP Bulletin Board for the posting of appropriate matters pertaining to notices of Union elections and results, Union meetings, and Union educational classes will be provided wherever possible in staff only work or break areas as mutually agreed to by the manager and Union representative. Where space is not available in each work area, a mutually agreed upon Bulletin Board will be placed in a central area. Bulletin Boards shall be no smaller than 17" by 22". All posted materials shall be dated and signed by a Union Representative. Union materials will not be posted in any location other than a designated OFNHP Bulletin Board.

## 2.8. **New Facilities**

2.8.1. In the event the Employer opens a new facility or relocates a service currently provided by the bargaining unit, the Union and the Employer will meet and negotiate the process for transition.

## **ARTICLE 3. NON-DISCRIMINATION**

- 3.1. The Employer will not discriminate against any bargaining unit employee based on membership or activity in the Union.
- 3.2. The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination.
- 3.3. Bullying can adversely affect the dignity, health, and productivity of all individuals in the workplace and, therefore, is not acceptable and will not be tolerated. Bullying is defined as: (1) repeated mistreatment of any individual(s); (2) by physical abuse, verbal abuse, threats, intimidation, humiliation, and/or sabotage, whether publicly or in private; (3) that creates or promotes an adverse and counterproductive environment. Bullying is not about occasional differences of opinion, conflicts, and problems in workplace relationships as these may be part of working life.

Any employee who pursues a remedy via the EEOC will forgo their rights to file a grievance.

## **ARTICLE 4. INTRODUCTORY PERIOD**

- 4.1. Employees will be hired into a 120 day introductory period for the first 120 days of continuous employment. The introductory period may be extended for up to two months with agreement of the Employer, employee and the Union. An employee in the introductory period will not have recourse to the grievance procedure to contest discipline or termination.

## **ARTICLE 5. SENIORITY, LAYOFF, WORKFORCE REORGANIZATION AND RECALL**

### 5.1. **Seniority**

5.1.1. Seniority is determined by the continuous time worked at Legacy Meridian Park in their assigned Department (the smallest scheduling cohort that has the same licensing or certification requirements).

5.1.1.1. If employees have the same hire date at Meridian Park, their total time employed by Legacy shall break the tie with the employee having a longer total Legacy employment history being more senior.

5.1.1.2. If their Legacy Hire date is the same, the loser of a coin flip will be lower on the seniority list.

## 5.2. **Layoff/Restructure.**

5.2.1 The Hospital retains the right to determine whether a permanent or prolonged reduction in or restructuring of personnel is necessary, the timing of such reduction or restructuring, the number of FTEs to be affected, and in which department(s) a layoff and/or restructure will occur.

If the Employer determines that a permanent or prolonged reduction in personnel is necessary, the following will occur:

5.2.1.1. The Employer will provide notice to the Union and an opportunity to discuss mitigation options.

5.2.1.2. Employees shall be laid off in the following order: (1) Employee(s) within the affected Department who volunteer for layoff; (2) in order of departmental seniority (inverse order) within the affected job classification, shift and department (for purposes of this Layoff section only, employees whose start time is within two hours of the start time of the impacted shift will be considered to be on the same “shift”); (3) affected Employees to be laid off may then choose to bump the least senior employee in any job classification in the bargaining unit for which they are qualified. There will be only one bump for each position reduced.

5.2.1.3. Employees that bump into a new job classification shall be paid the pay rate for that job classification based on their applicable work experience in that job classification.

5.2.1.4. Open Positions: If there are any open bargaining positions at the time layoff is announced, the positions(s) shall be made available to employees facing layoff with the most senior laid off employee being offered the position first.

## 5.3. Recall

5.3.1. Employees shall be recalled in seniority order. The Employer shall offer all open and available bargaining unit positions to employees on recall for which they are

qualified. Employees on recall may refuse positions offered if the position is on a shift that is different from the employee's shift at the time of layoff. Upon return, a recalled employee will retain seniority, rate of pay and benefit accrual level appropriate per the contract. Any recall rights expire twelve months after layoff.

5.4. Loss of Seniority

5.4.1. An employee shall lose all seniority rights for any of the following reasons:

5.4.1.1. Termination, voluntary resignation, or retirement, unless reemployed to a position covered by this Agreement within twelve months from the date of termination, resignation or retirement. An employee shall also lose seniority rights after twelve consecutive months on layoff status.

5.5. Service Outside the Bargaining Unit

5.5.1.1. When an employee covered by this Agreement who, without a break in employment by the Medical Center, enters non-bargaining unit employment that is not covered by this Agreement and returns to a bargaining unit position, shall retain all previously earned seniority under this Agreement. Reinstatement of previously accrued seniority will not apply until after the non-bargaining unit employee's return to the bargaining unit. An Employee who returns to the bargaining unit within twelve months will notify Human Resources to resume accrual of seniority once returned to the bargaining unit position and shall maintain their APL accrual rate.

5.6. Seniority Reinstatement

5.6.1.1. A bargaining unit Employee who terminates from employment from the bargaining unit and is rehired to a position covered by the Agreement within twelve months will (a) be returned to the appropriate rate of pay and (b) will have their seniority reinstated.

5.7. Restructuring.

5.7.1.1. A workforce restructuring occurs when there are staffing changes resulting from a merger or consolidation of two or more departments, increases or decreases in FTE of more than a .2 FTE. If the Hospital determines that a workforce restructuring is necessary among the bargaining unit members, the Union will be given a minimum of twenty one (21) days' notice, after which the parties will meet for good faith discussions about the process for addressing the restructure.

5.8. Performance of Remaining Work

5.8.1.1. The work remaining after a workforce reduction and/or workforce reorganization shall be performed by currently employed employees

until the Employer determines that recall shall be initiated. The Employer may employ laid off Employees who retain recall rights as On-call Employees to perform available work.

## **ARTICLE 6. MANAGEMENT RIGHTS**

The Union 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. Except as limited by a specific term of this Agreement, the Union 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, hours of work, overtime 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, and to promulgate reasonable rules, reasonable regulations and reasonable personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

## **ARTICLE 7. HEALTH AND SAFETY**

- 7.1. The Employer will continue in its effort to provide education and products to reduce occupational injuries. OFNHP and the employer recognize a joint commitment to workplace safety and further acknowledge all employees have a responsibility to report any safety concerns to their immediate supervisor as soon as they are identified.
  - 7.1.1. The Employer shall provide a safe and healthy work environment.
  - 7.1.2. The Employer shall work proactively with employees to prevent safety and health hazards, and to protect the Hospital's and employees' financial resources by minimizing long-term costs of workplace injuries.
  - 7.1.3. The Employer shall provide a safe and healthy patient care environment.
- 7.2. The Employer will provide, free of charge any Employer required vaccinations to those employees who desire immunization.
- 7.3. The Employer agrees to abide by standards of safety and health in accordance with federal and state regulations and will ensure that employees are provided with appropriate information and training in order to comply with such regulations and with applicable Employer policies and procedures.
- 7.4. Violence in the Workplace:



- 7.4.1. For patients or guests that are known to have a history of violence, a safety plan can be made to care for the patient including having a second person present during the course of care. Any employee who experiences violence from a patient or visitor may immediately disengage with the patient and notify their manager, supervisor or house supervisor. The employer will take action for any hostile or combative patient or guest including following the Violence in the Workplace Behavioral Management Process. This may result in the patient or visitor being excluded from care and/or security involvement.
  - 7.4.2. The Employer will offer de-escalation and personal safety training to all bargaining unit employees within 18 months of contract ratification. Employees may submit a written opt out form if they do not wish to take the de-escalation training.
  - 7.4.3. Unless otherwise required, at the time of hire, and throughout employment, employees may request Employer-provided training regarding Management of Aggressive Behavior and Employer-provided training regarding Security Alerts. If training is approved by management, it may be done on work time.
- 7.5. Safety Committee
- 7.5.1. The Hospital will continue its Employee Safety Committee. Employees are encouraged to join. The Union may appoint one represented member to the committee. Employees who participate will be paid for time spent attending committee meetings. The parties acknowledge that any employee who participates in the Committee must respect the confidentiality obligations of all employees on the Committee.

## **ARTICLE 8. HOURS OF WORK**

- 8.1. Workday.
  - 8.1.1. The basic workday shall consist of eight (8) hours, exclusive of one-half (1/2) hour lunch period. Alternative workdays may include, six (6), nine (9), ten (10), or twelve (12) hour shifts, exclusive of a one-half (1/2) hour meal period. Any other shift lengths may occur upon mutual agreement of the Employer and the affected employee.
- 8.2. Full Time Definition.
  - 8.2.1. Full time employees are defined as those working 40 hours in a week, which shall be considered a 1.0 FTE.
- 8.3. Overtime.
  - 8.3.1. Overtime will be compensated at the rate of one and one half (1 1/2) the employee's regular hourly rate of pay. Overtime will be based on the pay rate in this Agreement. An employee will be eligible for overtime after forty (40) hours in a work week.

8.4. Standby.

8.4.1. If a standby employee is called in, they shall be paid 1 ½ time for at a minimum of three hours, even if the employee works less than three hours.

8.5. Work Schedule.

8.5.1. Employee schedules including shift start and end times and days off will be posted four (4) weeks in advance of the scheduling period. As much advance notice of overtime requirements will be given as permitted by operational circumstances. Once final schedules are posted all shift changes must be directly communicated and agreed upon by the employee and supervisor/scheduler. No bargaining unit employee shall be scheduled to work outside of the bargaining unit unless it is agreed to by the employee.

8.6. Meal Periods and Rest Breaks.

8.6.1. During each employee's workday, the employee shall receive meal period(s) and rest breaks in accordance with BOLI requirements. It is the Employer's responsibility to provide meal period(s) and rest breaks.

8.7. Weekends.

8.7.1. Each department shall develop a policy of equitably scheduling weekends, which may include employees who work specifically weekends.

8.8. Rest Between Shifts.

8.8.1. The Employer will make good faith reasonable efforts to provide employees with at least ten (10) hours rest between shifts.

**ARTICLE 9. JOB POSTINGS, SKILLS TRAINING AND FILLING OF VACANCIES**

9.1. Job Postings.

9.1.1. Job vacancies are defined as an increase or decrease in FTE, a new shift, in addition to additionally created positions covered by this Agreement must be posted electronically by the Employer concurrently internally and externally for five (5) days. A notice of the position shall be announced via internal employer email to the unit.

9.2. Skills Training Opportunity.

9.2.1. Skills training within a department shall be announced via internal Employer email. The training opportunity will be offered to the senior qualified employee who applies and possesses the minimum requirements and will be able to meet the

established competency with a reasonable number of training days that will not negatively impact patient care.

9.3. Filling of Vacancies.

9.3.1. Any new department vacancy shall be posted online and announced via internal employer email. Any available shift will be offered to the department via email before it is awarded to a new employee. To be considered for a posted position an employee must apply to the position on-line. Bargaining unit candidates will be considered for the first five (5) 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 five (5) calendar days, the Employer shall be free to select the most qualified applicant. It is understood that if more than one bargaining unit employee applies and meets the criteria outlined below, the position will be awarded to the most senior bargaining unit employee.

9.3.2. Employees must meet all qualifications as established by the Employer. The qualifications will be listed in the job profile.

9.3.3. Employees must be in their current position for a minimum of twelve (12) months in order to be eligible to apply for a posted position, unless the Employer agrees otherwise.

9.3.4. Employees who received formal corrective action within the last six (6) months will not be considered for job vacancies or skills training opportunities unless the Employer agrees otherwise.

9.4. Department Seniority.

9.4.1. For purposes of calculating seniority under this Section 9.3, an employee will have “department preference,” which means an employee’s length of continuous employment in a position within a specific department. Department preference shall be used for shifts as they become available.

9.5. Reinstatement Returning to Former Position Previous Job.

9.5.1. If at any time within the first ninety (90) days, the Employer determines that the employee is unable to perform satisfactorily, such employee may be returned to their former position including pay rate, shift, assignment, and scheduled hours without loss of seniority, provided his/her former position is still available and the employee is in good standing. Unless returning to their former position is a mutual decision by the employer and the employee, upon employee request, the employer shall provide the employee with an explanation of the reason(s) the employee’s performance was unsatisfactory.

**ARTICLE 10. WAGES**

10.1. Employees in the bargaining unit will be paid wages in accordance with the following;

10.2. Assuming a tentative agreement on all contract language that includes full recommendation to the bargaining unit is reached on or before December 13, 2024, on the first full pay period following ratification, employees in an FTE'd position on the date of ratification will be paid a ratification bonus of \$1,200 prorated by their FTE and less any required withholding.

10.2.1. Upon ratification, all bargaining unit employees will remain at their current wage rate on their current pay grades. Eligible bargaining unit employees who have already received their annual pay increase (based on a four percent from midpoint calculation) for fiscal year 2025 will be placed on the wage scale identified as Appendix A on the step that is closest (higher) than their current rate of pay. Eligible bargaining unit employees whose annual salary review date occurs between ratification and March 31, 2025, will be placed on the wage scale closest to their current rate of pay (higher) on their annual salary review date.

10.2.2. Effective the first full pay period following April 1, 2025, bargaining unit employees will be eligible for a step increase on Appendix A and a four percent (4% ) increase that is converted to a dollar amount based on the median wage on their annual salary review date for fiscal year 2026. If the annual API is higher than 4% for other employees, they shall receive the difference between the API and the 4%.

10.2.3. In addition, the Employer will perform periodic market analyses by job classification in the bargaining unit to determine if additional increases are needed for bargaining unit employees to remain market competitive. If additional increases are made, they will be applied by job classification and be prospective only.

10.3. New Hires.

10.3.1. 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 experience as determined by the Employer. The Employer will notify OFNHP of where each new employee is placed on the grade if it is not on the first step.

10.4. Wage Placement.

10.4.1. Wage placement decisions are within the Employer's sole discretion.

10.5. Wage Placement Audit

10.5.1. The Employer agrees to conduct an audit of wage placement on Appendix A for any employee in the bargaining unit who makes a request of their direct report leader within thirty days of ratification or placement on Appendix A for those who have not yet received their fiscal year 2025 API. The employee will be responsible for providing the Employer with all documentation supporting their years of experience in their field. The Employer will review the data presented by the employee within thirty 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 thirty-day assessment period. No employee's pay rate will be reduced from the audit. Pay adjustments are prospective only.

10.6 Wage Reopener. If Legacy Health is purchased or merges with the Oregon Health Sciences University Health System, wages will be reopened for negotiations with the employer within sixty days of the transaction closing.

## **ARTICLE 11. OTHER COMPENSATION**

Effective the first full pay period following ratification, differentials and premium rates of pay shall be as follows:

### 11.1. Shift Differential.

11.1.1. Shift differential applies to evening or night shifts. Employees will receive one (1) shift differential applicable to the hours for which the majority of the working shift occurs. Positions in the bargaining unit will be assigned to a differential level:

#### 11.1.1.1. Level One:

Evening Shift (3:00 PM-11:00 PM): \$2.50

Night Shift (11:00 PM-7:00 AM) \$4.30

#### 11.1.2. Level Two:

Evening Shift (3:00 PM-11:00 PM): \$2.85

Night Shift (11:00 PM-7:00 AM) \$5.95

### 11.2. Weekend Differential.

11.2.1. Employees working hours on the weekend will be paid a differential of \$3.00 per hour. The weekend will be determined in accordance with the Hospital's current practice.

### 11.3. Standby Pay

11.3.1. Standby \$5.00 / Standby Holiday \$8.00

11.3.2. Cath Lab Standby - Per Current Practice

### 11.4. On Call Differential

11.4.1. On call employees shall be paid a 10% per hour differential for each hour worked in lieu of benefits plus shift differential, if applicable.

### 14.6 Multiple Job Classifications.

11.4.2. If the Medical Center regularly places an employee in more than one position, the employee will be paid the applicable rate of pay for each hour worked in each position.

11.5. Severance.

11.5.1. Employees in the bargaining unit will receive the same severance options as similarly situated non-bargaining unit employees.

## **ARTICLE 12. HOSPITAL PROVIDED CLOTHING**

1. The medical center shall continue to provide and launder Surgical Scrubs for all departments where scrubs are required. The Employer will provide and launder lab coats for all departments where lab coats are required. The Employer will provide shoe covers.
2. The medical center shall continue to provide all necessary safety clothing, including but not limited to lead gowns and lead glasses, that is required to perform their job.
3. All safety clothing shall be regularly inspected and replaced as necessary.
4. The Employer is responsible for visually and manually inspecting their Lead Gowns for defects to assure reliability and integrity. If the employee questions the safety of their Lead Gown after visual and manual inspection, they must immediately notify their leader so that appropriate steps are taken to address suspected safety issues, which may include fluoroscopic imaging.

## **ARTICLE 13. HEALTH AND WELFARE**

12.1 Health and Welfare. The Employer will provide health and welfare benefits to bargaining unit employees under the same plan(s) as are available to similarly-situated non-bargaining unit employees. Full-time and part-time employees electing to participate in the Legacy Benefit program will be subject to the same premium rates and Employer contribution for these programs as similarly situated full-time and part-time non-represented employees. The Employer may change to a different plan only after providing the union at least 30 days prior notice of the proposed change and an opportunity to discuss the impact of such change. Any changes in insurance coverage during this Agreement shall be no different for the bargaining unit than changes for similarly-situated non-bargaining unit employees.

Employees where their spouse is also employed by the Employer shall be eligible to participate in family coverage that shall cover both employees and dependents on the same family plan.

12.2 Retirement Program. The Employer agrees to provide the same retirement benefits to bargaining unit employees as it provides to similarly-situated full-time and part-time non-represented employees. Legacy may change to a different program only after providing the union at least 30 days prior notice of the proposed change and an opportunity to discuss the impact of such change. Any changes in retirement benefits during this Agreement shall be no different for the bargaining unit than changes for similarly-situated non-bargaining unit employees.

12.3 Other Benefits. Employees covered by this agreement will be able to participate in any other Health and Welfare benefits program provided to similarly-situated unrepresented employees to the same extent as the unrepresented employees.

**ARTICLE 14. ANNUAL PAID LEAVE (APL)**

Definition. Annual Paid Leave is the Medical Center’s program of time earned for paid leave. Full-time employees and Part-time Benefited employees will earn and may use Annual Paid Leave (APL) at the same rate and terms applicable to similarly situated non-bargaining unit employees.

**15.1** Accrual. Eligible employees accrue APL at a rate determined by their years of continuous service and their employment category. For example, Employees hired on or after January 1, 1996, who work 80 hours per pay period accrue APL according to the following schedule:

MONTHS OF SERVICE	ACCRUAL RATE PER HOUR	MAXIMUM ANNUAL ACCRUAL RATE	MAXIMUM APL BALANCE
0 to 60	0.1000	208 hrs	480 hrs
61 to 120	0.1192	248 hrs	480 hrs
121 to 180	0.1347	280 hrs	480 hrs
181 to 240	0.1424	296 hrs	480 hrs
241 or more	0.1462	304 hrs	480 hrs

**ARTICLE 15. HOLIDAYS**

**Recognized Holidays.** The following holidays shall be recognized and celebrated on the legal day within the state: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day. Hours worked on these holidays will be paid at time and a half.

**ARTICLE 16. LEAVES OF ABSENCE**

It is the intent of the Hospital to comply with all applicable federal, state and local laws regarding leaves of absence and to provide bargaining unit members with the same access to leaves of absence as similarly situated non-bargaining unit hourly employees.

## **ARTICLE 17. PERSONNEL FILE**

The Employer's file pertaining to an individual employee is referred to as the employee's personnel file. An employee may include in their personnel file the copies of any relevant material such as letters of favorable comment, licenses, certificates, college course credits or any other relevant material. Employees will be permitted to access their own personnel file by appropriately requesting access through Human Resources. The file shall be made available as soon as practicable but no later than forty-five (45) days following the request. The Employer will make the contents of an employee's personnel file available pursuant to its legal obligation to produce information requested by the Union.

## **ARTICLE 18. PERFORMANCE REVIEWS**

During the introductory period, the Employer will endeavor to provide periodic feedback (at 30 days, 60 days and 90 days) as to the employee's progress during the introductory period.

All employees will receive a performance review in accordance with regulatory requirements. The employee will be given an electronic copy of the performance review and will be requested to sign the performance review acknowledging receipt. Employees may provide a written response to the performance review which will be included with the performance review in the employee's personnel file. The Employer agrees to meet, discuss and attempt to resolve any disagreements if requested by the employee.

## **ARTICLE 19. CORRECTIVE ACTION**

Employees are responsible for knowing the rules and standards for individual behavior provided by the Employer.

### **19.1. Administrative Leave.**

19.1.1. Administrative leave may occur when safety or security concerns indicate that an employee must be removed from the workplace, or when an investigation is needed. Administrative leave may occur with or without pay, depending on the nature of the concern or investigation. An employee placed on administrative leave pending investigation will be provided with an appropriate description dependent on the circumstances of the nature of the conduct under investigation and will be updated on the status as appropriate.

19.1.2. Corrective action will be for just cause. Corrective action can be based on a single incident, continued instances, and/or overall performance or conduct. Separate progressive corrective actions are not required for each issue or incident. Depending on the severity of the incident, any step, including termination, may be an appropriate first action. Progression through each of the action steps is not automatic or required. In determining the appropriate corrective action step, the Employer will consider the severity of the offense, the number of prior offenses, the time period between offenses, and any other relevant criteria.



19.1.3. All levels of corrective action shall be documented in writing. An employee shall receive a copy of any corrective action that is retained in the personnel file.

19.2. Corrective Action Options:

19.2.1. Coaching.

19.2.1.1. The manager or supervisor meets with the employee to describe the problem or issue and expectations. This discussion shall be documented. The completed form should be retained in the unit file for the employee as a reference if needed. Discussion Notes are not corrective actions and are not sent to Human Resources to be placed in the employee's Human Resources file, and are not subject to the grievance procedure. A copy of the Discussion Note is given to the employee.

19.2.2. Documented Verbal Corrective Action.

19.2.2.1. A Documented Verbal Corrective Action may be delivered following a specific incident or after a period of time during which conduct or performance does not meet expectations.

19.2.3. Written Corrective Action:

19.2.3.1. This action can address either a specific incident that calls for immediate attention or an overall concern about performance or conduct that includes more than one issue or problem. Written Corrective Action is more serious than a Documented Verbal Corrective Action.

19.2.4. Final Corrective Action:

19.2.4.1. Final Corrective Action may or may not be given before termination of employment. If it is given, it should clearly and concisely describe problem areas, performance expectations/standards, and necessary actions for the employee to meet expectations. The Final Corrective Action states that termination will follow if an employee does not correct the problem.

19.2.5. Termination.

19.2.5.1. Termination may occur when corrective action has not resulted in sufficiently improved performance or conduct or when problems are of a serious nature.

19.2.6. Documentation of Corrective Action.

19.2.6.1. All formal corrective action (Documented Verbal Corrective Action and above) will be documented in writing and placed in an employee's personnel file.

19.2.6.2. Pilot Program. After two (2) years, employees may request that previous corrective action shall not be used as a means to deny the employee a posted position, training opportunity, or any other instance impacting their employment, provided there has been no additional corrective action during that time. This Pilot Program expires with the collective bargaining agreement.

19.2.7. An employee subject to discipline will be permitted to submit a letter of explanation to their personnel file to explain how the employee believes a disciplinary action is inaccurate, fails to account for an important circumstance, or fails to meet the good cause standard.

### 19.3. Notice of Resignation.

19.3.1. An employee shall provide the Employer with at least fourteen (14) calendar days' notice prior to resignation.

## **ARTICLE 20. PROFESSIONAL DEVELOPMENT**

The Hospital strives for excellence through continuous improvement efforts. The Hospital seeks and supports educational opportunities recognizing that knowledge is power and the key to change.

1. Professional Licensure. Employees are responsible to obtain and maintain on their own time and at their own expense the requisite skills and qualifications under any license or certification required by law for their job classification.
2. Mandatory Education Where an employee's attendance at an educational or training function is required by the Hospital, the employee will be compensated at the base rate of pay for time spent in training. The mandatory training will be provided at no cost to the employee.
3. Administrative Approval. Paid educational time is subject to Administrative approval. Criteria for approval of educational requests are based primarily on relevance to the bargaining unit member's job classification. Requests will be considered in good faith.

## **ARTICLE 21. STAFFING**

The parties will participate in the staffing committee process mandated by HB 2697.

## **ARTICLE 22. 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 the Union. During the term of this Agreement, neither the Union 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, the Union and its officers will do everything within their power to end or avert same. With the exception of sympathy picketing at a non-Legacy or affiliate location, 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 23. GRIEVANCE PROCEDURE**

### 23.1. Definition.

23.1.1. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure.

### 23.2. Days.

23.2.1. For the purpose of this article “days” include Saturday, Sunday, and holidays.

### 23.3. Extension.

23.3.1. Time limits set forth in the following steps may only be extended by mutual written consent of the parties, including confirmation via email.

### 23.4. Pre-grievance Resolution (Informal Procedure).

23.4.1. Except in cases of documented discipline or a group grievance an employee will first attempt to resolve the problem with the employees’ manager or supervisor or designee. When the employee brings the matter to the manager or supervisor or designees’ attention, the employee may identify the matter as a potential grievance. When notified, the manager or supervisor or designee will make a good faith effort to schedule a meeting at the earliest available opportunity that may include a representative of Human Resources or other Legacy representative. The employee may request the assistance of either the Shop Steward or Union Representative for this procedure.

### 23.5. Formal Procedure.

23.5.1. In accordance with Article 23.4 an employee who wishes to pursue a grievance will do so under the following procedure.

23.5.1.1. Step 1. The employee or the Union must submit the signed grievance to the Employer’s Human Resources department within [fourteen (14)] days after the employee knew of the occurrence on which the grievance is based. The written grievance will describe the alleged breach of this

Agreement, the date of the alleged breach, the specific provisions of this Agreement alleged to have been violated, and the specific remedy requested. The written grievance will be referred to the employee's department manager or designee. Within seven (7) days thereafter, the manager or designee and/or Human Resources will coordinate scheduling a mutually convenient meeting with the employee and his or her Shop Steward or Union Representative. The manager or designee will provide a written response to the grievance within 14 days after the Step 1 meeting.

- 23.5.1.2. Step 2. If the grievance is not resolved at Step 1, the Union may submit the grievance to the Employer's Human Resources department within 14 days following receipt of the Step 1 response. The grievance will be referred to the appropriate Director or designee. Within seven (7) days thereafter, the Director or designee and/or Human Resources will coordinate scheduling a mutually convenient meeting with the employee and his or her Shop Steward or Union Representative in an attempt to resolve the grievance. The Director or designee will provide a written response to the grievance within 14 days after the Step 2 meeting. The Union may initiate a grievance at Step 2 if the grievance involves either a group of employees, the entire bargaining unit or is related to a termination and the grievance is submitted within fourteen (14) calendar days from the date the employee(s) were aware a grievance existed.
- 23.5.1.3. Step 3. If the grievance is not resolved at Step 2, the Union may submit the grievance to the Employer's Human Resources department within 14 days following receipt of the Step 2 response. Within seven (7) days thereafter, the Chief Executive Officer (CEO) or designee and/or Human Resources will coordinate scheduling a mutually convenient meeting with the employee and his or her Shop Steward or Union Representative in an attempt to resolve the grievance. The CEO or designee will provide a written response to the grievance within 14 days after the Step 3 meeting.
- 23.5.1.4. Step 4. If the grievance is not resolved at Step 3, the Union may, no later than 14 days after receiving the Employer's Step 3 response, notify the Employer of the Union's intent to submit the matter to either mediation or arbitration. By mutual agreement, the parties may request the services of a mediator by submitting the dispute to the Federal Mediation and Conciliation Service prior to selecting an arbitrator. If the parties do not pursue mediation or the dispute is not resolved in mediation, the parties will within 14 days of the conclusion of mediation or notification to proceed to arbitration, seek to select a disinterested party to serve as an arbitrator. If the Employer and the Union are unable to agree upon an arbitrator within fourteen (14) days, then the arbitrator will be selected by process of elimination from a panel of seven arbitrators requested by

OFNHP and furnished by the Federal Mediation and Conciliation Service. With each party alternating strikes of arbitrators until one is left. The parties will use a coin flip or other neutral method to determine who will choose who will initiate the first strike.

23.6. The Arbitrator.

23.6.1. The arbitrator will render a decision as promptly as possible after the close of case presentation. The decision of the arbitrator will be final and binding on the Employer, the Union, and the employee(s). The arbitrator will have no authority to change, modify, subtract from or add to the provisions of this Agreement. The arbitrator's fee and expenses and court-reported transcript will be borne equally by the parties. All other expenses, including attorney's fees, will be borne by the party incurring those expenses.

**ARTICLE 24. GENERAL PROVISIONS**

This Agreement is subject to all applicable federal and state laws and regulations. Should any article, section or portion of this Agreement be held or rendered unlawful and/or unenforceable by a new law or regulation or by a court or board of competent jurisdiction, such invalidation shall apply only to the specific article, section or portion directly specified. Upon notification of this development from the other party, and upon request, the parties shall begin discussions regarding replacement of the invalidated article, section, or portion.

24.1. Successors

24.1.1. In the event the Hospital is actively considering any merger, consolidation, sale of assets, lease or franchise, which may adversely affect the existing collective bargaining unit, the Hospital will inform the Union. The Hospital shall call this Agreement to the attention of any entity, business or person who is succeeding to the ownership of the Hospital, and, if such notice is given, the Hospital shall have no further liability or obligations of any sort under this Article.

24.2. Complete Agreement

24.2.1. It is agreed that during the negotiation leading to the execution of this Agreement, the Union and the Hospital have had a full and complete opportunity to submit and discuss all items appropriate to the collective bargaining process.

24.2.2. The parties acknowledge that this Agreement constitutes the entire agreement between the Hospital and the Union. Any matters not specifically made a part of this Agreement, including any prior practices, understandings, grievance settlements or side letters not incorporated into this Agreement, are excluded and not a part of any agreement between the Hospital and the Union. The parties further agree that any new agreements arrived at during the term of this Agreement must be in writing and signed by both parties.

**ARTICLE 25. DURATION**

This Agreement shall be effective upon ratification (XXX) and shall remain in full force and effect through March 31, 2026 and shall continue in full force and effect from year to year thereafter unless either party gives notice.

Either party may give notice in writing at least ninety (90) days prior to any expiration date or modification date of its desire to terminate or modify this Agreement.

This Agreement may be opened by mutual agreement of the parties at any time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective [DATE].

Legacy Meridian Park

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Oregon Federation of Nurses and Health Professionals

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**Insert Appendix A here**

**Letter of Agreement**

The Employer has developed various pay practices that are unique to certain job classifications or departments. Where those pay practices are currently in place and have been in

effect for at least the last year (December 6, 2023 – December 6, 2024), the Employer agrees to continue them for the life of this contract. Employees who remain in their current position, shift and FTE will not receive a pay reduction as a result of the new Collective bargaining agreement. This LOA will expire on April 30, 2026.