



**Board Meeting Agenda
June 6, 2024 at 5 p.m.**

In Person	Pioneer Memorial Hospital Solarium 564 E Pioneer Drive, Heppner, OR 97836
Zoom	https://us06web.zoom.us/j/7435496411 Meeting ID: 743 549 6411

- 1. Call to Order**
- 2. FY 2024-25 Budget Hearing**
- 3. New Business**
 - A. MCHD & AFSCME Collective Bargaining Agreement 2024-27
- 4. Adjourn**

Promise of Excellence

Compassion: Being motivated with a desire to assist patients and staff with empathy and kindness and committed to going the extra mile to ensure patients and staff feel comfortable and welcomed.

Respect: Recognizing and valuing the dignity and uniqueness of everyone. Respect creates a work environment based on teamwork, encouragement, trust, concern, honesty, and responsive communication among all employees and our patients.

Integrity: Encompassing honesty and consistently adhering to the principles of professionalism and accountability with our patients, fellow employees, and community partners. Integrity is at the heart of everything we do.

Excellence: Creating standards of performance that surpass ordinary expectations. We want to make this the place where patients want to come, our providers want to practice, and people want to work!



MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

PROPOSED BUDGET OVERVIEW For FY 2024-2025

May 10, 2024

The accompanying budget is an estimate based on current operations, upcoming projected changes in staffing, services, vendor contracts and fiscal strategic priorities as of this date. Preparation of this budget reflects information provided by all departments, considers current and historical analysis, new projections and capital outlay costs with related debt.

This budget is presented in the cash based format consistent with prior years and current state reporting requirements. New this year, the capital project costs encompass the change to governmental accounting rules for the recording of subscription based assets for electronic health record contract expenses. In the budget documents attached, total resources and expenditures are identified in summary and also by department. There is a projected net change in cash of \$1,025,457, which puts the budgeted gain on the operating/income statement just above break-even at \$47,464 (see below) and stays on course with the District's fiscal goal to re-build cash on hand to 90 days to improve financial stability.

Budgeted FY 24-25 Operating/Income Statement

GROSS PATIENT REVENUE	\$13,581,656
Net Contractual Adjustments	<u>2,455,678</u>
NET PATIENT REVENUE	\$16,037,334
TAX REVENUE	\$ 3,608,171
OTHER REVENUE	<u>991,839</u>
TOTAL ANNUAL REVENUE	<u>\$20,637,344</u>
SALARY & BENEFITS EXPENSE	\$13,670,838
OTHER OPERATING EXPENSE	5,843,865
DEPRECIATION EXPENSE	1,025,177
COMMUNITY BENEFIT GRANT EXP	<u>50,000</u>
TOTAL ANNUAL EXPENSES	<u>\$20,589,880</u>
PROJECTED GAIN	<u>\$ 47,464</u>

Budgeted gross patient revenues for FY 2024-25 are conservatively estimated at 30% or \$5.9 million less than FY 2023-2024 budgeted volumes. This reduction is due in part to the reduced ambulance revenue but also due to current ytd revenue in other departments. With current Medicare hospital daily rates high enough to cover operating costs, the total annual cost based claim adjustments are set to out-pace normal contractual write-offs and bad debt and come in as a net increase to revenue of \$2.4M. Total budgeted operating expenses for FY 2024-25 are down 15% over current annual budgeted totals, including salaries and benefits.

Due to the uncertainty of the provision of Ambulance services across the County as of the completion date of this proposed budget, the District's ambulance and emergency medical services are projected out for the entire year as if operations will continue as they are currently. A portion of the budgeted tax proceeds are being used to subsidize the Emergency Medical Services Director position to allow for the continued training and licensing of Quick Response Team employees located across the County, emergency preparedness planning for the district, annual training drills and community CPR classes. The tax proceeds also support maintaining four full-time EMS staff, that also work as care technicians in the hospital and emergency room, maintaining ambulances, supplies, and pharmaceuticals so they can perform facility patient transfers to/from Pioneer Memorial Hospital and are ready to respond from Irrigon, Boardman, Lone, or Heppner if needed.

The current tax base and operating tax levy are anticipated to generate just over \$3.6M, an increase of less than \$30K from last year's estimate, and are used not only to subsidize ambulance and EMS services but also the operating losses of every service line offered by the health district, including all clinics, hospital and emergency room, home health and hospice. It is not uncommon for every rural provider to need tax or government subsidies to stay open, especially in the current environment of rising operational costs.

Attached is a planned capital purchases list and debt service loan summary, that includes the portion of the new capital loan proceeds that will be recorded in fiscal year 2024-25. Capital grants that were not secured for a specific purpose as of this date were not included and neither was the capital outlay for that project as to not inflate the income anticipated for the year. If grants are secured during the year the board can choose to amend the budget as needed.



**MORROW COUNTY
HEALTH DISTRICT**
Excellence in Healthcare

**PROPOSED BUDGET
Fiscal Year 2024-2025**

**Morrow County Health District
FY 2024- 2025 Budget
Resources**

Historical Data 2021-2022	Historical Data 2022-2023	Adopted FY 2023-24	Resource Description	Proposed FY 2024-25	Adopted FY 2024-25
9,301,381	9,488,723	11,506,828	Hospital	9,168,000	
1,088,831	1,089,083	1,197,309	Home Health & Hospice	1,150,794	
624,170	772,283	852,373	Boardman Ambulance	0	
446,390	659,496	754,284	Irrigon Ambulance	0	
0	0	0	Ione Ambulance	0	
870,199	1,177,434	1,476,198	Heppner Clinic	1,102,022	
1,352,021	1,519,865	2,316,566	Irrigon Clinic	1,148,612	
NA	541,049	1,026,878	Boardman Immediate Care	727,153	
291,102	308,295	442,250	Ione Clinic	285,075	
815,889	1,872,288	272,271	Other Revenue	283,299	
997,814	494,664	1,541,487	Donations & Grants	160,000	
35,425	129,332	125,000	Interest Income	96,500	
348,906	332,124	302,900	Community Service Fees	278,200	
197,257	228,265	210,000	340B Retail Pharmacy Net Revenue	173,840	
867,500	0	755,000	Operating, Capital, Long & Short Term Loans	545,000	
17,236,885	18,612,901	22,779,344	<i>Total Resources Except Taxes</i>	15,118,495	0
2,568,197	3,379,550	3,578,486	Property Taxes including Local Option Levy	3,608,171	
			Amounts from Prior Year Cash Reserve	0	0
\$19,805,082	\$21,992,451	\$26,357,830	Total Resources	\$18,726,666	\$0

**Morrow County Health District
FY 2024-2025 Budget
Expenditures**

Historical Data 2021-22	Historical Data 2022-23	Adopted FY 2023-24	Expenditure Description	Proposed FY 2024-25	Adopted FY 2024-25
11,630,433	13,075,407	14,140,681	Hospital	13,869,405	
1,141,800	1,368,969	1,455,198	Home Health & Hospice	1,332,982	
756,250	1,095,589	1,054,449	Boardman Ambulance	0	
358,224	843,257	1,038,077	Irrigon Ambulance	0	
22,515	29,606	18,799	Ione Ambulance & Lexington EMS	0	
1,381,374	1,886,322	1,659,114	Heppner Clinic	1,568,240	
1,309,196	1,745,312	1,842,412	Irrigon Clinic	1,406,609	
NA	1,019,693	1,465,467	Boardman Immediate Care	857,542	
220,090	282,350	314,369	Ione Community Clinic	479,925	
10,778	38,382	50,000	Community Benefit Grants	50,000	
712,222	-468,998	375,338	Contractual Adjustments/Settlements & Bad Debt	-2,455,678	
772,708	617,540	2,509,961	Capital Purchases	365,007	
0	0	0	Capital Lease Principal Reduction	0	
1,140,900	316,315	187,742	Long & Short Term Debt Principal Reduction	227,177	
\$19,456,490	\$21,849,744	\$26,111,607	Total Expenditures	\$17,701,209	\$0
\$348,592	\$142,707	\$246,223	Net Increase/(Decrease) in Cash	\$1,025,457	\$0

**MORROW COUNTY HEALTH DISTRICT
REVENUE DETAIL BY DEPARTMENT
FISCAL YEAR 2024-2025**

FY 2024-25 Proposed

FY 2024-25 Adopted

	<u>Inpatient</u>	<u>Outpatient</u>	<u>TOTAL</u>	<u>Inpatient</u>	<u>Outpatient</u>	<u>TOTAL</u>
NURSING (1)	1,264,234	106,393	1,370,627			0
EMERGENCY/PROF FEES	107,021	1,605,385	1,712,406			0
AMBULANCE	0	159,691	159,691			0
CENTRAL SUPPLY	18,007	52,220	70,227			0
LABORATORY	70,537	2,156,734	2,227,271			0
EKG/TREADMILL	1,213	81,015	82,228			0
RADIOLOGY-XRAY	27,226	699,323	726,549			0
CT SCAN	39,244	964,513	1,003,757			0
PHARMACY	295,508	1,178,292	1,473,800			0
PROCEDURE	0	0	0			0
RESPIRATORY THERAPY	31,691	73,418	105,109			0
THERAPIES	201,940	34,395	236,335			0
HOSPITAL TOTAL	2,056,621	7,111,379	9,168,000	0	0	0
HOME HEALTH		498,797	498,797			0
HOSPICE		651,997	651,997			0
BRDMAN AMBULANCE		0	0			0
IRRIGON AMBULANCE		0	0			0
IONE AMBULANCE		0	0			0
HEPPNER CLINIC		1,102,022	1,102,022			0
IRRIGON CLINIC		1,148,612	1,148,612			0
BOARDMAN IMM CARE		727,153	727,153			0
IONE CLINIC		285,075	285,075			0
OTHER DEPTS TOTAL		4,413,656	4,413,656		0	0
GRAND TOTAL	\$2,056,621	\$11,525,035	\$13,581,656	\$0	\$0	\$0
NURSING (1)						
ACUTE, ICU, OBSERVATION	334,872	106,393	441,265			0
SWING BED	259,952	0	259,952			0
SWING BED NF	669,410	0	669,410			0
TOTAL	1,264,234	106,393	1,370,627	0	0	0

**MORROW COUNTY HEALTH DISTRICT
EXPENDITURE DETAIL BY DEPARTMENT
FISCAL YEAR 2024-2025**

	<u>FY 2024-25 PROPOSED</u>			<u>FY 2024-25 ADOPTED</u>		
	<u>S & B</u>	<u>OTHER</u>	<u>TOTAL</u>	<u>S & B</u>	<u>OTHER</u>	<u>TOTAL</u>
NURSING (1)	3,373,200	353,982	3,727,182			0
EMERGENCY/PROF SERVICES	1,385,836	370,449	1,756,285			0
AMBULANCE	70,744	46,241	116,985			0
CENTRAL SUPPLY	193,438	69,955	263,393			0
LABORATORY	435,516	578,540	1,014,056			0
EKG/TREADMILL	0	4,400	4,400			0
RADIOLOGY-XRAY	362,599	171,729	534,328			0
CT SCAN	27,428	136,805	164,233			0
PHARMACY	0	575,119	575,119			0
PROCEDURE	0	0	0			0
RESPIRATORY THERAPY	0	2,800	2,800			0
THERAPIES	0	30,630	30,630			0
DIETARY	141,873	144,243	286,116			0
LAUNDRY	28,564	5,204	33,768			0
HOUSEKEEPING	152,725	18,221	170,946			0
PLANT	293,034	252,984	546,018			0
BUSINESS OFFICE	512,317	544,635	1,056,952			0
MEDICAL RECORDS	119,417	1,560	120,977			0
ADMINISTRATION (2)	1,828,749	1,636,470	3,465,219			0
HOSPITAL TOTAL	8,925,440	4,943,965	13,869,405	0	0	0
HOME HEALTH/HOSPICE (3)	1,080,510	252,472	1,332,982			0
BOARDMAN AMBULANCE	0	0	0			0
IRRIGON AMBULANCE	0	0	0			0
IONE AMBULANCE	0	0	0			0
LEXINGTON EMS	0	0	0			0
HEPPNER CLINIC	1,361,039	207,201	1,568,240			0
IRRIGON CLINIC	1,155,512	251,097	1,406,609			0
BOARDMAN IMM CARE	710,955	146,587	857,542			0
IONE CLINIC	437,382	42,543	479,925			0
OTHER DEPTS TOTAL	4,745,398	899,900	5,645,298	0	0	0
GRAND TOTAL	\$13,670,838	\$5,843,865	\$19,514,703	\$0	\$0	\$0
ACUTE, ICU, OBSERVATION	3,373,200	325,152	3,698,352			0
SWING BED	0	4,500	4,500			0
SWING BED NF	0	24,330	24,330			0
NURSING (1)	3,373,200	353,982	3,727,182	0	0	0
INFO SYSTEMS	138,989	553,254	692,243			0
ACCOUNTING	226,280	95,495	321,775			0
ADMINISTRATION	1,463,480	987,721	2,451,201			0
ADMINISTRATION (2)	1,828,749	1,636,470	3,465,219	0	0	0
HOME HEALTH	471,260	149,303	620,563			0
HOSPICE	609,250	103,170	712,420			0
HOME HEALTH/HOSPICE (3)	1,080,510	252,472	1,332,982	0	0	0

**Morrow County Health District
Detail of Capital Purchases
for July 1, 2024 - June 30, 2025**

CAPITAL PURCHASES	COST	METHOD OF PAYMENT
Cerner Electronic Health Record Costs + Implementation/First Year	\$ 339,795	Loan (Cost is reduced by the interest portion of Subscription based assets)
Network Switch (2)-Irrigon Medical Clinic	\$ 10,000	Cash on Hand
Network Switch (1)-Boardman Immedicate Care	\$ 5,000	Cash on Hand
Network Switch (1)-Pioneer Memorial Clinic	\$ 5,000	Cash on Hand
Wiring for Network - Pioneer Memorial Clinic	\$ 5,212	Cash on Hand
TOTAL CAPITAL PURCHASES FOR BUDGET	\$365,007	

**Morrow County Health District
Detail of Long/Short Term Loans & Leases
for July 1, 2024 - June 30, 2025**

LONG & SHORT TERM DEBT SUMMARY	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	MATURITY DATE
BEO USDA REFINANCE LOAN	\$28,965	\$30,339	2042
BEO LOAN - BOARDMAN BUILDING	\$18,472	\$2,488	2028
MORROW CO LOAN-BOARDMAN BUILDING	\$10,269	\$506	2028
IRRIGON CLINIC REMODEL LOAN	\$49,295	\$9,809	2028
BEO LOAN - HOSPITAL BOILERS	\$14,756	\$180	2024
BEO LOAN - BOARDMAN AMBULANCE	\$24,119	\$421	2025
MORROW CO EQUITY FUND LOAN - CHURCH	\$6,586	\$688	2031
CONSTRUCTION IN PROGRESS CAPITAL LOAN	NA	\$2,500	2024
CAPITAL LOAN	\$74,715	\$59,414	2034
TOTALS	\$227,177	\$106,345	
CAPITAL LEASES SUMMARY	PAYMENTS		MATURITY DATE
NONE			
	\$0		



AGREEMENT

Between

MORROW COUNTY HEALTH DISTRICT

&

**MORROW COUNTY HEALTH DISTRICT
LOCAL UNION 2479-1
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
AFSCME, AFL-CIO**

July 1, 2024 – June 30, 2027

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PREAMBLE

This Agreement is entered into by the Morrow County Health District, hereinafter referred to as the District, and AFSCME Local 2479-1, a local of the American Federation of State, County and Municipal Employees Council 75, AFL-CIO, hereinafter referred to as the Union, for the purpose of prescribing the rates of pay, hours of work, benefits and other terms and conditions of employment for all employees in the bargaining unit hereafter described. Except as otherwise required by ORS 243, terms and conditions not specifically covered by this Agreement are retained among the exclusive rights and prerogatives of the District.

ARTICLE 1 RECOGNITION

Section 1. Recognition Agreement:

The District recognizes the Union as the sole and exclusive bargaining agent for all employees assigned to any of the classifications listed in Appendix A hereof, excluding part-time employees working less than twenty (20) hours per week.

Section 2. Definitions:

A. Regularly Scheduled Part-time:

A part-time employee covered by this Agreement shall be an employee who is employed on a regularly scheduled basis, for an average of twenty (20) hours or more per week but less than full-time. The four (4) most recent calendar months shall be used to establish the average.

B. Temporary:

Temporary employees are defined as those employees holding jobs of limited duration (not more than four months) arising out of special projects, abnormal workloads, emergencies or as replacement for a regular employee who is on paid or non-paid leave. Should the circumstance requiring the temporary employee continue past four months in a position covered by this Agreement, the issue will be discussed with the Department Head, Administration and a representative of the Union.

C. Probationary Employee:

Shall mean any employee serving the four-month (4) probation period applicable to all new employees and employees that transfer to other positions. The probationary period may be extended up to an additional (four) 4 months by the supervisor if they feel the employee has not received enough experience or training and needs additional time to orient to the position. Notwithstanding the provisions of Article 11, Section 1, Discipline, such an employee may be discharged without the right to appeal such action.

D. Occasional Part-time:

Employees who are scheduled to work on an as needed basis of not more than 20 hours per week are considered to have Occasional Part-time status. Hours may vary according to unforeseen circumstances. Termination may result if the employee is unavailable for work or has not worked in a six-month period. This employee classification is not eligible for employer-paid benefits. This

classification is not covered under this Agreement.

E. Seniority:

For all instances in which employee seniority (or years of service) must be applied in this Agreement, an employee's seniority shall be determined by the following:

All hours worked in any position that is covered by the bargaining unit since the employee's most recent date of hire shall be counted. Hours shall be converted to months on the basis of 173.3-hours-equals-one-month. Vacation time, sick leave, the period of a temporary disability that is covered by Workers Compensation, and military and education leave shall be counted as time worked for purposes of determining seniority.

F. Designated Union Representative:

The Union will select employees who are designated by the Union as representatives for employees in a bargaining unit. Representatives include but are not limited to Union executive board members and stewards. The names of Designated Union Representatives will be certified in writing and submitted to the District by Union council representatives. No employees will be recognized as a Designated Union Representative without being certified as noted above.

Section 3. New Positions:

- A. If the District establishes a new position which it believes is excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position so as to exclude it from the bargaining unit, it shall notify the Union in writing within thirty (30) days following the action as to whether or not it believes the classification to be within the bargaining unit.
- B. The Union must notify the employer in writing within thirty (30) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed.
- C. If notice of the disagreement is received within the thirty (30) days of above notification, the parties shall meet within thirty (30) days of above notification, or later if mutually agreed to, to discuss the matter.
- D. If agreement is not reached within thirty (30) days, the Union may file a unit clarification petition with the Employment Relations Board.
- E. The District may at its discretion fill the position or leave it vacant while the above procedure is being observed. In the event that it is found that any employees are inappropriately classed they shall be integrated into the bargaining unit without loss of pay or other benefits.

ARTICLE 2 UNION ACCOMMODATION

Section 1: Union Membership:

- A. Employees have the choice of whether to become members of the Union. The District agrees to deduct the Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing.
- B. For the purposes of calculating months to determine the beginning or end of the payroll deductions called for in Part A of this section, dues shall be deducted for any calendar month during which the employee works ten (10) working days or more.
- C. The Union will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District as a result of any District action taken pursuant to the provisions of this Article. The Union and the District each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.
- D. A list of bargaining unit employees shall be given to the Union monthly, the list is to include name, job position, whether the employee has authorized dues deduction, and the amount of dues deducted.

Section 2: Break Room and Bulletin Board:

- A. The District agrees to continue to furnish and maintain a suitable bulletin board at all District locations to be used by the Union. Such bulletin board shall be the repository of all Union information upon District premises, and all items so posted shall bear the name, title and signature of the Union official authorizing such posting.
- B. The District agrees to furnish and maintain a Rest Break Room and an area with lockers (at the hospital) for the use of employees in the bargaining unit.

Section 3: Visits by Union Council Representative:

A Union council representative may visit the District, provided that visits in such capacity shall be strictly confined to non-patient care areas of the District, and provided further that there is no interference with normal work activities of employees. The District administration shall be notified of any such visit at the time of entry to the District facilities.

Section 4: Reports:

Once a month, the Employer will provide the following information by electronic report(s):

- A. Notify the Union of all new hires in the bargaining unit. Such notification shall include the employee's name, home mailing address, position for which they were hired, home phone number, and date of birth.
- B. Provide the Union notice of non-retiree terminations of employment effective date: resignation, layoffs, or termination.

Section 5: New Employee Orientation:

A Union representative will be allowed up to thirty (30) minutes during the new employee orientation to make a presentation to represented employees.

Section 6: Union Business Leave:

When activities under this Section would result in overtime, employees shall flex time across the 80-hour pay period whenever possible to reduce overtime. Flex schedules shall be agreed to between the employee and their supervisor as described in Article 6, Section 1 (D).

- A. **Brown Bag Lunches:** The Employer will support brown bag lunches by the Union by providing space for such lunches, subject to room availability, and by directing supervisors to be flexible with employees' scheduled lunch breaks to allow employee attendance, as work needs allow. Employees may attend such lunches during their non-worktime.
- B. **Union Activities:** Union employees shall be allowed to attend the following activities without loss of compensation or benefits provided that they notify their immediate supervisor thirty (30) days prior to the scheduled training: initial steward training of no more than one (1) work shift; knowing your contract training of no more than one (1) hour quarterly. The employees' participation will not interfere with the operating needs of the Employer.
- C. **Designated Union Representatives:** The Employer shall allow employee Designated Union Representatives to engage in activities protected by PECBA during work hours and at the Employer's facilities, without loss of compensation or benefits, provided that they properly notify their immediate supervisor, including but not limited to investigation of grievances and attendance at grievance meetings; attendance at investigatory meetings; hearings and other due process proceedings; distribution of Union information and attendance at Steward meetings and training sessions; and NEO presentations. Designated Union Representatives will notify their supervisor of the need to perform service for the union and allow time for the supervisor to find necessary coverage.
- D. **Temporary Employment with the Union:** Upon request of the Union, the Employer may grant leave with pay for temporary employment with the Union, not to exceed a maximum of seven (7) days. The Union will give the Employer at least thirty (30) calendar day's prior notice, unless otherwise agreed. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of placing the employee on leave with pay during the period of absence. The Union will reimburse the Employer each month for the previous month, upon receipt of an itemized summary of the costs to be charged to the union. For purposes of this provision, "fully burdened costs of the positions" means the cost of wages, benefits, workers' compensation insurance, and other administrative costs not to exceed 5% of the employee's total wages due for the period of time worked for the Union. The employees' participation will not interfere with the operating needs of the Employer.

Section 7: Negotiating Team:

Negotiating times will be scheduled by mutual agreement between the Union and management. Up to three bargaining unit members will be released from work without loss of compensation or benefits to serve on the negotiating committee for bargaining. The members of the team must be declared 30 days in advance for scheduling purposes or as otherwise agreed.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. General Rights:

The District retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any department or function thereof. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, and the District retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The District shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining.

Section 2. Specific Rights:

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the District shall include the following:

- A. To direct and supervise all operation, functions and policies of the departments in which the employees in the bargaining unit are employed; and operations, functions and policies in the remainder of the District as they may affect employees in the bargaining unit.
- B. To close, liquidate or combine any department, office, branch, operation or facility, service, or combination thereof, or to relocate, reorganize, or combine the work of departments, division, offices, branches, operations of facilities for budgetary or any other reasons.
- C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- D. To establish, review and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, dress, cleanliness, grooming, personal conduct, uniforms, appearance, methods and procedures.
- E. To implement new and to review or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- F. To assign and distribute work, to direct overtime work and to lay off personnel or reduce the work force in the event patient load requires such action.
- G. To contract or sub-contract, including reassignment to non-bargaining unit District personnel, provided that with regard to any contracting or subcontracting out of work currently performed by employees in the bargaining unit that will result in the layoff of one or more current employees, the District will afford the Union the opportunity to meet and discuss alternatives to such layoff before the layoff becomes effective.
- H. To designate and to assign all work duties and overlapping duties as the needs of the District and patient care require.
- I. To introduce new duties and to review or add job classifications and duties within the unit.

- J. To determine promotional opportunities and the need for and the qualifications of new employees, transfers, and promotions.
- K. To discipline, suspend, demote or discharge an employee, subject only to the specific limitations imposed herein.
- L. To determine the need for additional education courses, training programs, on-the- job training and cross-training, and to assign employees to such duties for periods to be determined by the District.

The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement, as long as none of those prerogatives, functions or rights violate the Public Employees Collective Bargaining Act (PECBA).

ARTICLE 4 STRIKES AND LOCKOUTS

Section 1. No Strike:

As long as this Agreement remains in force, the Union or its members as individuals or as a group will not participate in any strike, work stoppage, slow-down or other restriction of work against the District. Violation of this Article shall fulfill just-cause requirements for disciplinary action under the provisions of Article 12 hereof.

Section 2. Union Obligation:

In the event of a strike, work stoppage, slow-down, picketing or other restriction of work in any form, either on the basis of individual choice or collective employee conduct during the life and duration of this Agreement, the Union will immediately, upon notification from the District, attempt to secure an immediate and orderly return to work.

Section 3. No Lockout:

There will be no lockout of employees in the unit by the District as a consequence of any dispute relating to the provisions of this Agreement.

ARTICLE 5 NON-DISCRIMINATION

The District and the Union jointly recognize that they are required by law not to discriminate against any person by reason of Union membership, or the absence thereof, the service as an officer or agent of the Union, age, race, religion, color, sex, national origin or ancestry, political affiliation or the presence of a physical or sensory handicap. Inasmuch as there are other means of redress available to any claim of discrimination relative to the above or related items, the parties agree that an alleged violation of the above shall not be considered as a violation of the terms of this Agreement.

ARTICLE 6 HOURS AND OVERTIME

Section 1. Work Schedule:

A. Posting:

- I. The work week shall be consistent with the operating requirements of the District and recognizing the necessity for continuous service throughout the week, as determined by the District. Work schedules shall be as determined by the District based on the needs of patient care. The work shift shall consist of eight (8), ten (10), or twelve (12) hours per day or less.
- II. As it applies to the LPN's, CMA's, and CNA's working in the hospital, the monthly work schedules showing the employee's regularly scheduled shift, workdays and hours shall be posted at least fourteen (14) days prior to the start of the new schedule.
- III. Except for situations determined in the judgment of the District to be emergencies, changes in work schedules shall be posted at least seven (7) days prior to the effective date of any change.
- IV. In case of emergencies or other conditions outside the control of the District, work schedules may be modified at the option of the District. In such cases, a reasonable attempt will be made to notify each employee affected as soon as practicable.

B. Overtime

- I. In the event overtime may be required, such as when additional duties are assigned temporarily in order to provide appropriate coverage, employees are encouraged to discuss with their respective supervisor whether overtime would be appropriate.
- II. Overtime is paid at the rate of time and one-half for any hours worked after 12 ½ hours per shift. This only applies to LPN's, CNA's, and CMA's working at the hospital.
- III. For all positions, overtime is paid at the rate of time and one-half for hours worked after 40 hours in a workweek. The overtime rate is based on the rate of pay of the position for which the time was actually worked (such as ambulance).
- IV. Any need for overtime will be discussed between the employee and their Department Head in advance. The Department Head must approve any overtime for the department.
- V. There is no pyramiding of overtime (i.e., no counting the same hours twice for the purposes of overtime).

C. Shift Trades & Changes:

- I. Shift trades may be requested in writing (email is acceptable). The shift trade request must specify a reciprocal trade to take place within the same pay period. When a shift trade occurs, the employee not working the shift is not eligible to take vacation time for that shift.
- II. There will be no shift trades that result in overtime.

- III. There will be no employee requested shift changes to the current schedule that result in overtime.

D. Flex Time:

At the request of either an employee or the District, but only with the voluntary agreement of the other party, an alternative to the regularly scheduled day or work week may be worked. A flexed schedule may change the starting and/or ending time of one or more work days and may change the number of hours worked in a day or on several days. A flexed schedule shall not, however, change the total number of hours worked in the FLSA bi-weekly work period. Notwithstanding the requirements of Sections A and B of this Article and of ORS 653.268, and as specifically allowed by ORS 653.269, a flexed work schedule shall not result in the payment of overtime except for hours worked over 80 in the FLSA bi-weekly work period. An employee who flexes their schedule must identify this on their time sheet.

E. Work Period:

Each employee's 14-day FLSA pay period shall be annotated on their work schedule.

Section 2. Rest Periods:

All employees' work schedules shall provide for a 15-minute rest period, measured from when the employee leaves the job to the time when the employee returns, during each one-half 8-hour or 10-hour shift. Rest periods shall be scheduled at or as near to as possible the middle of each one-half 8-hour or 10-hour shift or one-third of a 12 hour shift, in which three 15-minute rest periods shall be taken.

Section 3. Meal Periods:

All employees who are scheduled to work more than five (5) consecutive hours on a particular day shall be granted a minimum one-half (1/2) hour uncompensated meal period on that work shift unless the individual employee voluntarily agrees to waive the meal period. When any member of the nursing staff is not allowed to leave the building for a meal period, they will be paid their regular wage for a 30 minute meal period. If they are able to leave the facility, they must clock out when they do so.

Section 4. Overtime Distribution:

Concerns about how overtime is distributed among the bargaining unit members will be discussed as they arise.

Section 5. Call In:

Employees called in due to an emergency or for other reasons shall be paid a minimum of two (2) hours pay at the applicable rate.

When an employee is called in for an activity that does not require them to work all of the above- specified two-hour minimum, the District shall have the right to assign alternative activities for the remainder of the two-hour period.

Section 6. Shift Premium:

LPNs, CNAs and CMAs shall receive a shift premium of \$2.00 per hour for any hours worked between 7:00

p.m. and 7:00 a.m. Shift premium will not apply to paid leave time.

Section 7. Reporting Time:

Any employee who presents for work as scheduled and finds that their regular work duties are not available due to a change in provider availability or other unforeseen circumstances may be assigned other work by the Department Head for the shift they were scheduled to work. If no additional work is available and if approved by the Department Head, the employee may leave and use vacation time (as available) to make up the remainder of the shift. This section does not apply to low census.

Section 8. Low Census Leave:

“Low census leave” refers to a reduction in staffing based on low patient census at Pioneer Memorial Hospital. When the patient acuity scale does not support the requirement for more than one CNA/CMA/LPN, the second CNA/CMA/LPN will be assigned low census leave. In general, the acuity scale shall be reviewed every four hours by a registered nurse. Efforts will be made to notify staff at least one hour before the start of their shift in the event of low census leave. If patient acuity changes during the scheduled shift and it is determined that the second CNA/CMA/LPN is not needed, they will be placed on low census leave at that time. Efforts will be made to ensure that low census leave is spread fairly amongst impacted employees. Low census will occur in the following order:

- CNA 1 will be placed on low census leave before a CNA 2, CMA, or LPN
- CNA 2 will be placed on low census leave before a CMA or LPN
- CMA will be placed on low census leave before a LPN

If there are two staff on the schedule who have identical credentials, one can volunteer to be removed from the schedule. If there is not a volunteer, the staff will be removed by a rotated schedule.

Unpaid time can be taken or vacation time can be used to cover low census leave. Benefit eligibility will be maintained at the employee’s current FTE regardless of hours worked in the pay period.

Section 9. Per Diem:

Reimbursement for authorized mileage, meals and lodging shall be as outlined in Morrow County Health District Policy.

ARTICLE 7 VACATION TIME

Section 1: Accrual

Upon completion of four months of their initial probationary service period as defined in Article 1, Section 2-C, an employee shall be credited with 0.088462 vacation hours for each hour worked.

Employee Years	Hours Accrued For Each Hour Worked	Approximate Annual Hours	Approximate Annual Eight (8) Hour Days
4 months to 5 years	0.088462	184	23
5 years to 10 years	.100000	208	26
10 years to 20 years	.119231	248	31
20 or more years	.138462	288	36

Section 2: Vacation Time

- A. Only those non-overtime hours that the employee is paid for shall count as hours worked for purposes of vacation credit excluding call-time hours. The exception to this is holiday overtime hours worked.
- B. For employees hired prior to July 1, 2024, vacation shall accrue to a maximum of 320 hours, after which all additional accumulated vacation shall be paid out per pay period. For employees hired on or after July 1, 2024, vacation shall accrue to a maximum of 320 hours and is not subject to payout.
- C. Probationary employees will not be paid their accumulated vacation if employment ceases prior to completion of their initial probationary period upon being hired by the District.

Section 3: Vacation Time Donation

In the event of a specific need, such as an urgent hardship or a family emergency, an employee may request a donation of vacation time from other employees within the District. In order to ensure that the process for vacation time donation is equitable, and to promote the responsible use of each employee’s vacation time, the following process will be followed for all vacation time donation requests.

- A. In order to request a vacation time donation, an employee must have no more than two weeks’ worth of vacation time accrued in their account.
- B. An employee must first speak with the Human Resources Director to request that a vacation time donation notice be posted.
- C. A notice of the vacation time request will be emailed to each employee of MCHD.
- D. The names of employees donating time will not be posted publicly or released to the beneficiary.
- E. Any employee desiring to donate time must do so in writing and submit the request to the
- F. HR Director. Employees may send an email or other written and signed request to the HR Director.

- G. Employees with less than 80 hours in their personal vacation bank will be ineligible to donate vacation time.
- H. Only one vacation time request may be posted for each unique qualifying event. Exceptions based on unforeseen circumstances can be made for each qualifying event.
- I. Employees may not donate more than 16 hours of vacation time per request.
- J. The value of vacation time is based on the salary of the individual that earned the vacation time. Because all vacation time donations must retain their original value, the actual hours of vacation time received through a donation will be adjusted to reflect the value of the vacation time in relation to the salary of the donation recipient.

Section 4. Vacation Time Request:

Employees shall be permitted to request any accrued vacation as either a split or single period of time for a maximum of two (2) weeks unless otherwise approved. Whenever possible, consistent with the District’s judgment as to the needs and requirements for vacation relief, employees may schedule their vacation. The District shall have the final determination of vacation use based on operational considerations. An employee shall normally notify the District in writing of their rescheduling request no later than thirty (30) days prior to the start of the requested vacation. The District shall approve or deny such requests.

When conflicting vacation requests are received, vacation shall be scheduled on a first-request-received-has-priority basis for up to twelve (12) months prior to the first day of the requested vacation period.

Section 5. Holidays:

Employees that are not required to work the holiday shall have the choice of using vacation for that day or not using vacation for the day.

New Year’s Day	Labor Day
Martin Luther King Day	Veterans Day
President’s Day	Thanksgiving
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day

Employees who work on the above-designated days shall be paid one and one-half (1½) times their regular hourly rate according to the weighted average method for such work and may also take vacation for that day. No vacation used for above holidays by employees working will count toward overtime.

Holidays which fall during the initial probationary period of full-time employees who are not assigned to work shall not result in a reduction in regular pay for the employee. All such days shall, however, be deducted from the employee’s initial grant of vacation time upon completion of the probationary period or if the employee fails to complete the probationary period, the time paid for but not worked shall be deducted from the employee’s final pay.

ARTICLE 8 SICK LEAVE BANK

Section 1. Accrual:

Employees hired prior to July 1, 2024 shall be credited with .0462 hours of sick leave for each regularly scheduled hour worked to a maximum of 960 hours. Employees hired on or after July 1, 2024 shall be credited with .0462 hours of sick leave for each regularly scheduled hour worked to a maximum of 500 hours.

Section 2. Utilization of Sick Leave Bank:

After ninety (90) days of employment, employees may use their Sick Leave Bank in the following manner:

A. Sick Leave Use:

- I. Unlimited use of accrued sick leave for any reason covered by the Oregon Sick Time law. Employees are expected to schedule medical appointments so as to minimize time lost from work; on non-work days when possible or at a time of day when least amount of work will be missed (a few hours to ½ day whenever possible).
- II. A total of eighty (80) hours of sick leave per fiscal year may be used for Family Member's Illnesses & injuries, and Serious Medical Conditions as defined by the Oregon Family Leave Act (OFLA) & the Family Medical Leave Act (FMLA) pending a doctor's certification, in addition to appointments related to those conditions.
- III. Once 80 hours of sick leave has been used for family members, additional time can be taken from the employee's Vacation bank. When no Vacation Time is available for use, the employee may use Sick Leave for the same family members for the same qualifying reasons.
- IV. Certification of a Serious Medical condition must be completed and signed by the physician and turned into the Human Resources (HR) office. Employees need to contact the HR office for each period of leave longer than 3 days so that appropriate OFLA/FMLA determinations can be made.

B. Family Member:

Covered family members include your spouse, same-gender domestic partner, biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, grandparent, grandchild, and any individual with whom an employee has or has had an in loco parentis* relationship.

*"In loco parentis" means in the place of a parent – that is, people with day to day responsibilities to care for or financially support a child, or who had such a responsibility for the employee when the employee was a child.

C. Planned Sick Leave Events:

For planned surgeries, maternity leave and any other periods of leave known in advance, employees are required to give at least 30 days' notice to their Department Head and the HR office, in writing, whenever possible.

D. Emergencies:

Notification of emergencies should be given to the employee's Department Head at the earliest possible time. The Department Head will notify the HR office.

Section 3. Bereavement Leave:

Bereavement leave will be in accordance with Oregon Family Medical Leave standards.

Section 4. Termination:

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

Section 5. Limitations:

No employee shall be entitled to sick leave pay while absent from duty due to the following causes:

- A. Sickness or disability sustained while on leave of absence without pay.
- B. Inability to properly perform required duties because of intoxication.
- C. Injury or illness for which the employee is eligible for industrial insurance benefits from an employer other than the District, except to the extent that sick leave may be used to supplement workers compensation to equal the employee's regular take home pay.

Section 6. Medical Evaluation:

- A. Any employee who, while in the continuous employ of the District becomes unable to perform a significant portion of the duties of the position to which they are assigned, may, as a condition of returning to work or continued employment, be required to submit to an independent medical examination or evaluation to be conducted at the expense of the District.
- B. If the employee so desires, such examination and/or evaluation shall be conducted by a physician who specializes in the specific area of concern of inquiry involved and shall be conducted outside the District.
- C. The District will reimburse the employee for necessary travel at the current IRS rate per mile and for all reasonable costs for lodging and meals.
- D. The District will not terminate any employee as a result of the evaluation as long as:
 - I. Suitable alternative work for which the employee is qualified can be located.
 - II. There is a likelihood of improvement in the employee's condition to the degree that employment with the District would be possible. In such cases, the employee may be placed upon a non-paid leave of absence.

Section 7. Return to Work:

Employees may be asked to supply a medical provider release upon return to work after 4 (four) or more consecutive sick leave days. When asked for a release, employees must provide documentation as a condition of return to work within 48 hours.

ARTICLE 9 PAID LEAVE

Section 1. Court Leave:

- A. All employees shall be granted leave with full pay, computed on the basis of eight (8) hours pay at the employee's regular straight-time hourly rate, any time they are required to report for jury duty or jury service.
- B. An eligible employee shall endorse any jury fee (excluding mileage and meal allowances) to the District as a condition to the receipt of jury pay.
- C. If an employee is excused or dismissed from jury duty or service prior to noon, they shall promptly report for work.
- D. Any employee required to appear in court as a witness, provided they are not a party in interest, shall also be subject to the above provision, provided that any employee appearing on behalf of an action against the District or on behalf of the Union shall receive such time off but shall not be compensated therefore.

Section 2. Military Leave:

Military leave shall be with or without pay as provided by applicable state or federal statute.

ARTICLE 10 LAYOFF AND RECALL

Section 1. Layoff:

- A. In the event of a layoff of employees, selection of employees to be retained will be in accordance with the seniority within the affected job classification(s), provided that all part-time employees covered by this Agreement and working within such classification, regardless of seniority status, shall be laid off before full-time employees are subject to layoff, so long as the senior full-time employee(s) possess qualifications, aptitude and ability to perform the work equal to those of the employee(s) to be laid off.
- B. Only in the event of a layoff shall employees have bumping rights. An employee displaced from their job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification, provided the displacing employee has greater District seniority and possesses qualifications, aptitude and ability to perform the work equal to the employee they displace.
- C. In the event the Union considers the District's above determination as to relative qualifications, aptitudes and abilities to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step Two thereof.

Section 2. Recall:

- A. In the event a layoff has occurred, employees will be recalled by classification in the reverse order of layoff. An employee who is laid off will remain on the layoff list and be eligible for recall for twelve (12) Months.
- B. The District shall notify a laid-off employee of a position opening(s) by certified letter, return receipt requested, at their address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to insure that their current address is on file at the time the layoff occurs. Notification of any change of address following the date of layoff shall be in writing by certified mail to the District Administration.
- C. The laid-off employee shall personally notify the District Administration within seven (7) days or send by certified mail a letter of intent postmarked no later than seven (7) days from the date of receipt of such notification, indicating their acceptance or rejection of the position and have an additional fourteen (14) days the reform in which to begin active employment. If the employee cannot be reached at their address of record (return of certified letter), fails to respond within the allotted time or if they rejects any position offered to them, they shall forfeit all reemployment rights.
- D. Employees who wish to waive reemployment rights may do so by written notification to the District.
- E. Employees returning from layoff shall have previously accrued sick leave and seniority reinstated.

ARTICLE 11 EMPLOYEE RIGHTS

Section 1. Discipline:

A. Disciplinary action shall include the following:

- I. Verbal warning
- II. Written warning
- III. Disciplinary performance improvement plan
- IV. Termination

Disciplinary action may be imposed upon any employee, in a progressive manner in the sequence specified above, or as may otherwise be deemed appropriate, for failing to fulfill their responsibilities as an employee. Conduct which tends to undermine confidence in the quality of patient care provided by the District, or which is a hindrance to the effective performance of the District's functions, shall be considered just cause for disciplinary action. Such just cause may also include misconduct, inefficiency, incompetence, failure to follow job-related instructions, inability or unwillingness to work with certain classifications of patients, the willful giving of false, malicious or confidential information concerning the District, patients, or staff, or the withholding of information when making application for employment, or willful violation of District or departmental rules.

If the department head or other supervisor has reason to discipline an employee, they shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

B. Investigatory Procedure:

Prior to conducting an investigatory interview, the Employer shall give advance notice and advise the employee of their right to union representation. The written notice shall include a summary of the matter that may subject the employee to discipline. An investigatory meeting shall take place prior to a disciplinary decision. During the investigatory meeting, the employee shall be afforded a reasonable opportunity to respond to the concerns and explain the circumstances.

C. Due Process Procedure:

If after conducting an investigation, the Employer determines there is just cause for termination of an employee, the Employer shall notify the employee in writing of the specific reasons and the disciplinary action under consideration.

The Employer shall afford the employee an opportunity to meet prior to finalizing the decision in order to refute the facts and charges or present mitigating evidence, orally or in writing.

If the employee elects such a meeting, it will be scheduled at least two working days after written notice of the contemplated action has been given. The steward and/or AFSCME council representative may attend.

Once the employee has been afforded the opportunity of a conference or presenting a written response, the Employer may take action that is appropriate in light of all of the evidence.

D. **Dispute and Documentation of Discipline:**

Any disciplinary action up to and including termination imposed upon an employee shall be disputed only as a grievance pursuant to Article 12 of this Agreement. All such grievances shall be filed at Step Two as the first step, within fifteen (15) calendar days of the discipline being issues. Documented discipline will reflect the result of the grievance and adhere to all other provisions set forth in Section 4 of this article.

E. All employees shall be afforded the opportunity to have a Union steward or Union council representative present at any disciplinary investigation or disciplinary meeting.

F. All employees, except probationary, covered by this Agreement shall be disciplined or terminated only for just cause.

Section 2. Filing of Job Openings:

A. Whenever there is a job opening (which is covered by this agreement) to be filled, notice of such opening will be posted on the work area bulletin board and emailed to all staff and staff will have a period of one (1) week to bid on that job in writing to the HR Department.

B. The District may advertise the position simultaneously with the posting.

C. Where, in the supervisor's judgment, relative qualifications, aptitude and ability to perform the work are equal between two or more applicants for the posted opening, the employee with the most District service shall be offered the position.

D. In the event the Union considers the supervisor's selection to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing as Step Two thereof.

E. The District will comply with Oregon's veterans' preference law in recruitment and hiring decisions.

Section 3. Change in Job Assignment:

A. Any employee who is promoted, or assigned to a new job classification shall serve a four-month probationary assignment in such new classification. The probationary period may be extended up to an additional 4 months by the supervisor if they feel the employee has not received enough experience or training and needs additional time to orient to the position.

B. During the initial four-month period, and only during this first four months, an employee who was promoted or assigned to a new job classification may be returned to their previous position without recourse to the grievance procedure or any other claim of a violation hereof. For benefit purposes, an employee who has transferred to a new position and has not completed probation in their prior position will be given credit for time worked in a benefit eligible position from the most recent hire date.

Section 4. Personnel Files and Consideration of Past Disciplinary Action

Each employee shall have the right to inspect their personnel file upon reasonable advance notice. The District shall not introduce material into the personnel file that is of a substantially evaluative nature without

providing a copy of such material to the employee. The employee shall have the right to submit a statement explaining their side of the story to any personnel file entry that they disagree with.

Disciplinary action is recorded in the employees' personnel file. Offenses will no longer be considered in progress discipline in the following circumstances:

- I. A verbal warning shall be eliminated from consideration if the employee sustains employment for six (6) months with no further discipline of any kind. A maximum of two verbal warnings (for any cause) may be removed from consideration.
- II. A written warning shall be eliminated from consideration if the employee sustains one (1) year of employment with no further discipline of any kind. A maximum of two written warnings (for any cause) may be removed from consideration.
- III. A performance improvement plan (PIP) may be eliminated from consideration if the employee sustains two (2) years of employment with no further discipline of any kind. In circumstances where future discipline is primarily related to the subject of the PIP, the PIP may be taken into consideration. A maximum of one (1) performance improvement plan may be removed from consideration.

Serious violations as outlined in the District's Progressive Discipline Guidelines as Group III Violations, may constitute extended consideration in future disciplinary decisions beyond the above time points.

Section 5. Employee Resignations:

As a condition of eligibility for a favorable reference for employment, an employee must have provided the District with at least fourteen (14) days written advance notice of resignation. For purposes of post-employment inquiries, any employee who has not provided such advance notice shall be included among those employees who were terminated not in good standing.

Section 6. Step Advancement:

Employees shall advance steps based on years of experience in the position performed as indicated in Appendix A. All such step advancements shall be subject to satisfactory performance; however, no employee shall be denied a step increase unless they were advised with written confirmation at least three (3) months prior to the date the increase was due to those areas where performance deficiencies exist and has failed to adequately correct the specified deficiencies thereafter. Denial of step increase shall not be for arbitrary or capricious reasons and shall be subject to the grievance procedure if the employee feels that such denial was arbitrary or capricious.

Section 7. Pay Periods:

Pay shall be bi-weekly and shall normally be available on the first Friday following the end of the bi-weekly pay period.

Section 8: Vacation and Benefit Accrual:

The years of service used to calculate an employee's vacation time accrual rate will not change if a union member employed by the District assumes a different position within the organization, either voluntarily or involuntarily. Likewise, an employee who changes positions within the District will retain any accrued vacation time and sick leave. The employee must be working in a benefit eligible position in order to qualify for both vacation time and sick leave.

Section 9: Employee Notification of District Policy Change:

All employees shall have access to PolicyStat, which is the District's official policy management program. The PolicyStat dashboard contains a section showing all new and recently revised policies.

ARTICLE 12 SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure:

Any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement is defined as a grievance and shall be settled in the following manner:

A. Step One:

Excepting grievances regarding disciplinary action (Article 11, Section 1(D)), the affected employee or employee representative shall communicate the grievance in writing to the employee's most immediate supervisor not within the bargaining unit within fifteen (15) calendar days of the occurrence of the grievance or employee's demonstrated first knowledge of same. The supervisor shall have fifteen (15) calendar days in which to respond to the grievance.

B. Step Two:

If the grievance is not resolved at Step One, it shall within fifteen (15) calendar days of the supervisor's response or within thirty-five (35) calendar days of its occurrence or the employee's demonstrated first knowledge of same, if such is earlier, the grievance shall be submitted to the District CEO. Disciplinary grievance submissions to the District CEO at the Step Two step will happen within fifteen (15) days of the issuance of discipline. Such presentation shall be reduced to writing and shall specify the specific District action or lack of action which is the cause of the grievance, the specific article or articles and sections or paragraphs thereof alleged to have been violated and the remedy sought. The District CEO will have fifteen (15) calendar days in which to make a response in writing to the grievance.

C. Step Three:

- I. If the grievance remains unresolved after completion of action at Step Two hereof, either party shall, within fifteen (15) calendar days of the written response of the District under Step Two, have the right to have the matter submitted to final and binding arbitration by providing written notice to the other party of its intent to do so.
- II. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within fifteen (15) calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five (5) names. Both the District and the Union shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator.
- III. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. The arbitrator shall be required to determine which of the parties prevailed in the grievance and shall bill all fees and expenses to the party that did not prevail. If several issues are in dispute, the arbitrator may determine which party prevailed on the various portions of the case and apportion fees and expenses accordingly.
- IV. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be

made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

- V. The arbitrator shall have authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

Section 2. Time Periods:

The time periods specified in the Article may be extended or modified only by mutual written consent. Failure by the Union to comply with a specified time period shall constitute acceptance of the District's position in the matter. Failure by the District to comply with a specified time period shall constitute a rejection of the grievance at that step, thereby automatically moving the grievance to the next step.

Section 3. Processing of Grievance:

Employee will be paid for time spent during regular working hours meeting with District officials for the purpose of processing grievances or resolving contract administration issues, but will not be paid for meeting time that falls outside regular working hours. Time off with pay for the purpose of investigating or preparing grievances for arbitration or other third-party hearings will not be allowed. Time off without loss of pay will however be allowed when the District requires an employee to attend an arbitration or third-party hearing.

Section 4. Determination of Merit:

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit.

ARTICLE 13 NON-PAID LEAVE

Section 1. Child Care Leave:

Leave for child care shall be provided for by applicable Oregon and federal laws. Any issue concerning such leave may be addressed as a grievance through Steps One and Two of the grievance procedure, but shall not be pursued to Step Three or otherwise serve as the basis for a claim of violation of this Agreement.

Section 2. Education Leave:

Leave may be granted to employees who propose to take course work to attend seminars or conferences that would improve their value to the District for up to two (2) successive semesters for an employee with at least one (1) year of continuous service.

Section 3. Medical Disability Leave:

An employee with more than one (1) year of continuous service who has exhausted all available paid disability leave and vacation shall be eligible for up to a 6-month leave of absence if they can provide a doctor's certificate as to disability and further certification to the effect that they will be sufficiently recovered at the conclusion of the leave period to return to work.

Section 4. Workers Compensation:

In the event of an on-the-job accident (Worker's Compensation covered) with the District, the employee shall be considered to be on a non-paid leave for the period of the temporary disability and shall be eligible for immediate reinstatement at the same classification and at the same rate of pay as they had at the time of the accident. This section shall not be construed so as to prevent the District from requiring such an employee to return to work in a limited duty capacity at an earlier date when such is approved by the Worker's Compensation carrier.

Section 5. Leave Requests:

Non-paid leave will normally be requested in writing not less than thirty (30) days in advance. Any employee who is on leave shall, as a condition of eligibility to return to work, provide written or personal notification to the District Administrator thirty (30) days prior to the date of the termination of the leave of their intent to return to work.

ARTICLE 14 SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree to meet and confer at the request of either the Union or the District regarding a successor for such invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term thereof.

ARTICLE 15 ADDITIONAL BENEFITS

Section 1: Medical, Vision and Dental Insurance

Effective through, June 30, 2027 the District will provide physical exams and basic lab work, at no charge, to employees covered by this Agreement and their spouses. Employees may contact the Pioneer Memorial Hospital laboratory or one of the District's clinics to receive a current list of covered lab work.

The maximum District contribution towards the cost of medical, vision and dental coverage will be:

\$2,714.03 effective January 1, 2024 to December 31, 2024

The remaining two years of the contract will have the insurance cap increased each year by no more than fifteen percent (15%) depending on the amount of the increase in premiums. In the event that premiums from the carrier do not increase, there shall be no increase in the District's contribution.

Section 2. Life Insurance

The District shall continue to provide regular part-time & full-time employees with at least \$25,000 term life insurance policy with partial dependent coverage, which shall include accidental death and dismemberment. Such employees shall also be provided coverage under a long-term disability plan which provides at least 60% of monthly income to a maximum of \$1,200 per month after a 6-month qualification period. Employees can refer to the current life insurance handbook for specific details.

Section 3. Part-Time Employees and New Employees:

Regular part-time employees shall receive a prorated contribution towards the cost of the fringe benefits specified in this Article. The pro-rate shall be based upon the relationship of the part-time employee's hours worked in comparison to a 40 hour work week. Eligibility for insurance coverage for all employees shall commence upon the sixtieth (60th) day following hire and will begin on the first (1st) day of the following month.

Section 4. Retirement:

The District provides a Section 401(a) retirement plan, in which a percentage of base pay is deposited quarterly into an investment account for each eligible employee. All regular part-time or full-time employees who have completed their initial probation by the last day of the quarter and are still employed as regular part-time or full-time on the last day of the quarter are eligible for participation. The District contribution to that plan shall be a minimum of five percent (5%), which may be increased by one percent (1%) per hundred thousand dollars of excess revenue according to Audited annual financial statements, to a maximum of six percent (6%).

The rate will be effective on January 1, 2018. The rate plan will be recalculated based on the Audited financials each January thereafter. Base pay shall include all regular hours worked and all benefit eligible hours used during the quarter, including PTO and sick leave. Overtime and call time/call back are excluded. The employee shall have the right to make additional contributions from their own pay to a Section 457 Deferred Compensation plan or other Tax Sheltered Annuity offered by the District, to the maximum extent allowed by law.

Section 5: Air Ambulance Membership

The District will provide annual coverage for all benefit eligible employees and any household members as per the Air Ambulance Company's policies.

Section 6. Tri-County Ambulance Membership.

The District will provide annual coverage for all benefit-eligible employees and their eligible dependent family members covered by this Agreement.

ARTICLE 16 COMPENSATION

Section 1. Wages:

- A. Employees shall be compensated in accordance with Appendix A, attached hereto and made a part of the Agreement. Appendix A will be changed to reflect the applicable increases for the duration of the contract. Employees shall be placed in the appropriate step based on their experience and length of service in their position.
- B. The process for wage increases for the duration of this contract is outlined in a LOA.

Both the Union and management will utilize the Bureau of Labor Statistics website, CPI-W All Items, 12 month % change for determining COLA increases.

- C. All salary changes will be implemented in the pay period that includes July 1.

Section 2. Movement on Schedule:

Employees shall be eligible for a step increase in accordance with Article 11, Section 6.

Section 3. Initial Placement:

Effective July 1, 2024, newly hired employees shall be placed on the scale based on years of experience in the same or largely similar position. Employees already assigned to a step on the scale may present evidence to human resources to challenge their step based on years of experience if appropriate. These requests shall be granted or denied based on criteria that is uniformly applied to all employees (e.g. considering previous work experience as demonstrated by application, resume, and/or other supporting documentation). Decisions made under this Section shall not be grounds for a grievance.

Section 4. On-Call/Standby:

Employees required to be on-call shall be compensated for all hours on such status at the following rates:

7/1/24	\$6.50
7/1/25	\$7.00
7/1/26	\$7.50

Plus an additional \$1.00 per hour on District recognized Holidays.

Section 5. Merit Bonuses:

- A. In considering whether to award a bonus, administration will consider, but is not limited to, the following factors:
 - I. Significant added duties outside of the employee’s usual scope of duties over at least one pay period of time.

- II. Taking on a substantial, complex, or sensitive project, which requires significant time, organization and work in addition to the person's regular duties.
 - III. Assuming lead or supervisor duties over a *significant period of time.
 - IV. Performing significant additional duties as a result of vacancies in the department over a *prolonged period of time.
 - V. *A prolonged or significant period of time is determined based on the specific circumstances. For example, assuming supervision of additional employees presents more of a burden than assuming administrative duties such as scheduling and as such a shorter time period may be considered "prolonged" or "significant."
- B. There are typically two types of bonuses which may be awarded:
- I. An hourly increase, the amount of which is based on the type of work performed.
 - II. A one-time bonus, typically awarded for project-based work, the amount of which is based on the type of work performed and the length of time involved.
- C. Employees who believe they meet the criteria outlined in A are encouraged to contact human resources and submit supporting documentation for consideration of an hourly increase or a one-time bonus as appropriate. Approval or denial of the submission, including an explanation, will be provided in writing by the Employer within fourteen (14) days of receipt.

ARTICLE 17 DURATION

This Agreement shall become effective on the day of signing and shall remain in full force and effective through June 30, 2027. The parties agree to commence negotiations by January 31st of the year in which this Agreement expires. This Agreement shall be binding upon the parties and shall be binding upon any successor by assignment, merger, consolidation, transfer or otherwise of either party.

The parties recognize that the District is supported in part by funding from tax sources. Therefore, in the event a tax or expenditure limitation is adopted which negatively affects the revenue available to the District, or in the event the District fails to gain voter approval of a levy sufficient to support existing levels of service and also provide for additional expenditures to fund the wage increases provided for herein, the District may, by written notification, reopen negotiations as to wages and fringe benefits provided for herein. In the event such option to reopen is exercised, all other provisions contained herein shall be unaffected thereby and the wage rates and fringe benefit levels in effect upon the date the notice to reopen was sent and shall remain in effect until a successor is agreed to.

Dated this _____.

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 2479-1 AFL-
CIO, AFFILIATED WITH AFSCME
COUNCIL NO. 75

MORROW COUNTY HEALTH
DISTRICT

AFSCME Council 75 Representative

MCHD Board Chairperson

Local 2479-1 Bargaining Team Member

MCHD Bargaining Team Member

Local 2479-1 Bargaining Team Member

MCHD Bargaining Team Member

Local 2479-1 Bargaining Team Member

MCHD Bargaining Team Member

APPENDIX A - Union Wages Effective July 1, 2024 through June 30, 2025

Position	0 Yrs STEP 1	1 Yr STEP 2	2 Yrs STEP 3	3 Yrs STEP 4	4 Yrs STEP 5	5 Yrs STEP 6	7 Yrs STEP 7	9 Yrs STEP 8	11 Yrs STEP 9	13 Yrs STEP 10	15 Yrs STEP 11
Housekeeper	\$17.95	\$18.40	\$18.86	\$19.33	\$19.81	\$20.41	\$21.02	\$21.65	\$22.30	\$22.97	\$23.66
Cook	\$19.32	\$19.80	\$20.30	\$20.81	\$21.33	\$21.97	\$22.62	\$23.30	\$24.00	\$24.72	\$25.46
Discharge & Referral Coordinator	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	\$28.25	\$29.10	\$29.97	\$30.87	\$31.80	\$32.75
Reception / Front Desk	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	\$28.25	\$29.10	\$29.97	\$30.87	\$31.80	\$32.75
MA / Front Desk Combo	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	\$28.25	\$29.10	\$29.97	\$30.87	\$31.80	\$32.75
Patient Account Rep	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	\$28.25	\$29.10	\$29.97	\$30.87	\$31.80	\$32.75
Coder	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	\$28.25	\$29.10	\$29.97	\$30.87	\$31.80	\$32.75
Health & Safety Coordinator	\$24.85	\$25.47	\$26.11	\$26.76	\$27.43	\$28.25	\$29.10	\$29.97	\$30.87	\$31.80	\$32.75
Hospice Volunteer Coordinator	\$32.07	\$32.87	\$33.69	\$34.54	\$35.40	\$36.46	\$37.56	\$38.68	\$39.84	\$41.04	\$42.27
Info Tech Specialist	\$25.92	\$26.57	\$27.23	\$27.91	\$28.61	\$29.47	\$30.35	\$31.26	\$32.20	\$33.17	\$34.16
Maintenance I	\$24.56	\$25.17	\$25.80	\$26.45	\$27.11	\$27.92	\$28.76	\$29.62	\$30.51	\$31.43	\$32.37
Maintenance II	\$26.28	\$26.94	\$27.61	\$28.30	\$29.01	\$29.88	\$30.77	\$31.70	\$32.65	\$33.63	\$34.64
Med Assist I Non-Cert	\$21.05	\$21.58	\$22.12	\$22.67	\$23.24	\$23.93	\$24.65	\$25.39	\$26.15	\$26.94	\$27.74
Med Assist I w/Cert	\$21.49	\$22.03	\$22.58	\$23.14	\$23.72	\$24.43	\$25.17	\$25.92	\$26.70	\$27.50	\$28.32
Med Assist w/ltd xray	\$22.67	\$23.24	\$23.82	\$24.41	\$25.02	\$25.77	\$26.55	\$27.34	\$28.16	\$29.01	\$29.88
Lab Assistant	\$20.17	\$20.67	\$21.19	\$21.72	\$22.26	\$22.93	\$23.62	\$24.33	\$25.06	\$25.81	\$26.58
CNA I	\$18.73	\$19.20	\$19.68	\$20.17	\$20.67	\$21.29	\$21.93	\$22.59	\$23.27	\$23.97	\$24.69
CNA II	\$19.57	\$20.06	\$20.56	\$21.07	\$21.60	\$22.25	\$22.92	\$23.60	\$24.31	\$25.04	\$25.79
CNA I+Med Aide	\$21.61	\$22.15	\$22.70	\$23.27	\$23.85	\$24.57	\$25.31	\$26.07	\$26.85	\$27.65	\$28.48
CNA II+Med Aide	\$23.46	\$24.05	\$24.65	\$25.26	\$25.90	\$26.67	\$27.47	\$28.30	\$29.15	\$30.02	\$30.92
Home Health Aide	\$21.43	\$21.97	\$22.51	\$23.08	\$23.65	\$24.36	\$25.10	\$25.85	\$26.62	\$27.42	\$28.24
Central Supply	\$21.21	\$21.74	\$22.28	\$22.84	\$23.41	\$24.11	\$24.84	\$25.58	\$26.35	\$27.14	\$27.95
LPN	\$29.94	\$30.69	\$31.46	\$32.24	\$33.05	\$34.04	\$35.06	\$36.11	\$37.20	\$38.31	\$39.46
Basic EMT - FT	\$23.89	\$24.49	\$25.10	\$25.73	\$26.37	\$27.16	\$27.98	\$28.82	\$29.68	\$30.57	\$31.49
Advanced EMT - FT	\$25.47	\$26.11	\$26.76	\$27.43	\$28.11	\$28.96	\$29.83	\$30.72	\$31.64	\$32.59	\$33.57
Inter. EMT - FT	\$26.65	\$27.32	\$28.00	\$28.70	\$29.42	\$30.30	\$31.21	\$32.14	\$33.11	\$34.10	\$35.12

Any position with interpreter certification gains \$2 / hour

This Letter of Agreement (LOA) is made between Morrow County Health District (herein referred to as MCHD) and AFSCME Local 2479-1 (herein referred to as the Union) for the Collective Bargaining Agreement (CBA) effective June 30, 2024 – June 30, 2027.

- A. Whereas MCHD is experiencing unforeseen and evolving economic circumstances.
- B. Whereas both parties seek to maximize the wage increases for MCHD employees.
- C. Whereas alignment with MCHD budget planning will improve the ability to negotiate wages.

Therefore, the parties agree to the following:

1. Effective the pay period including July 1, 2024, all Union classifications will receive a minimum of 1% wage adjustment on a new wage scale included as Appendix A.
2. The parties agree to a planned reopening of the CBA, restricted to Article 16 Section 1 Wages (including all verbiage in A, B, and C), no later than January 15, 2025 to negotiate cost of living adjustments (COLA) for the second and third year of the contract.
3. Negotiations will follow all applicable laws and regulations of collective bargaining.
4. All other areas of this contract will remain in effect during the negotiation of the aforementioned planned reopener.

AFSCME Council 75 Representative Signature

Date

MCHD Chief Executive Officer or Designee Signature

Date