

# LABOR AGREEMENT

Between

WALLOWA COUNTY HEALTH CARE DISTRICT

And

OREGON AFSCME, COUNCIL #75, Local #3508

For

WALLOWA COUNTY HEALTH CARE DISTRICT  
EMPLOYEES

Effective

July 1, 2016 through June 30, 2018

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# **WALLOWA COUNTY HEALTH CARE DISTRICT Collective Bargaining Agreement**

## **PREAMBLE**

This Agreement is entered into between Wallowa County Health Care District and its elected officials, hereinafter referred to as the "District" and Local 3508 of AFSCME Council 75, hereinafter referred to as the "Union".

## **ARTICLE 1 - RECOGNITION**

### **1.1 Bargaining Unit Description**

The bargaining unit shall consist of all employees of the District who work 80 or more hours per month average, calculated using anniversary date. The bargaining unit excludes supervisory, confidential and relief employees. The parties further agree that employees appointed to temporary or seasonal positions for less than six (6) months shall not be subject to this Agreement.

### **1.2 Exclusive Bargaining Agent**

The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to employment relations as defined by ORS 243.650-672.

### **1.3 New Hires & Retirees**

The District shall notify the Union President and the AFSCME Staff Representative of any new hires into the bargaining unit or retirees no less than 30 days after the employees hire or retirement date.

### **1.4 New Policies and Changes to Policy**

The District shall notify the Union President and the AFSCME Staff Representative, in writing, of any new District personnel policies, any changes to existing personnel policies, or any policy changes that impact mandatory subjects of bargaining.

### **1.5 Definitions**

Regular Full-Time Employees: An employee who regularly works a minimum of 36 hours a week on a continuing basis, and who has completed the probationary period, is considered a regular full-time employee.

Regular Part-Time Employee: An employee who regularly works a minimum of 20, but less than 36, hours a week on a continuing basis, and who has completed the probationary period, is considered a regular part-time employee. The District shall pay a portion of benefits, based on the regular hours of work. If an employee works less than 1040 hours during a calendar year, they will be changed to relief status.

Relief Employee: A relief employee is not a member of the bargaining unit. An employee who regularly works less than 20 hours a week is considered a relief employee. If an employee works more than 1040 hours during a calendar year, they will be offered part-time status.

Temporary Employee: Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal work loads or emergencies. Temporary employees are ineligible for employer-paid benefits. Before hiring temporary employees, the District shall post the vacancy in accordance with Article 17 and offer the hours to qualified District staff. If more than one District employee declares interest in the position, the hours will go to the most senior qualified employee declaring interest.

Duration of Employment: All employees except temporary employees are hired for an unspecified duration. The District may not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the District. Accordingly, either the employee or the District can end the employment relationship at any time, in accordance with District procedures and applicable collective bargaining agreements. Discipline and discharge may occur subject to the policies and procedures set forth in Section 9.0 et seq.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the terms of this agreement, the District retains all of 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 part of it. 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 operations, functions and policies of the departments in which the employees in the bargaining unit are employed;
- B. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and vacations, the right to purchase, dispose of and assign equipment and supplies;
- C. To determine the need for a reduction or an increase in the work force;
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety materials and equipment.
- E. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

Except as provided by ORS 243.650 utilization of any management rights not specifically limited by this agreement shall be at the District's discretion and not subject to negotiation or the grievance procedure.



## **ARTICLE 3 - UNION SECURITY**

### **3.1 Check-Off**

The District agrees to deduct the uniformly required union membership dues and other authorized fees or assessments each month from the pay of those employees who have authorized such deductions in writing, and shall remit to the Union in the following month.

### **3.2 Fair Share**

The District, upon notification from the Union, will deduct the uniformly required Union dues for non-members represented by the Union. Such uniformly required Union dues shall be determined in accordance with statutory and constitutional requirements. It is further agreed that should an employee who is a non-member object to fair share payments required by this section and consequently files legal action against the Union or the District because of such payments, the District will not be obligated to collect such fair share payments from the employee until such time as the legal remedy is resolved.

### **3.3 Religious Objection**

Any individual employee who objects to a payment-in-lieu of dues on bona fide religious tenets, or teachings of a church or religious body, of which such employee is a member, will inform the District and the Union of the objection. The employee will meet with representatives of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to fair share dues to the Wallowa Valley Health Care Foundation or other non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee must obtain a verification from the church or religious body showing membership of that body.

### **3.4 Hold Harmless**

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 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 30 days of notification of such error.

### **3.5 Information.**

All requests for information must be submitted in writing to the Administrator at the Hospital.

### **3.6 Non-Discrimination**

The District and the Union agree not to interfere with the rights of employees regarding membership in the Union and there shall be no discrimination, interference, restraint or coercion by the District or Union against any employee because of Union membership.

If a dispute arises as a result of this section, it shall be processed through the grievance procedure beginning at the District Administrator level. If no resolution is reached at the Administrator level within seven (7) business days of presentation to the District Administrator, the employee and/or the union may refer the dispute to the appropriate State or Federal agency for adjudication.

### **3.7 New Classifications**

Whenever the District creates a new bargaining unit classification or significantly changes the duties and responsibilities of an existing classification, the District shall notify the Union in writing.

The District will attach a wage rate to the classification and implement same with the understanding that the rate is subject to negotiation by the Union. Any negotiated wage increase shall be retroactive to the date the new class is created or the date the duties of the current classification significantly change. The Union will waive its right to bargain over the wage if a request is not made within 30 days of written notification by the District.

## **ARTICLE 4 - UNION BUSINESS**

### **4.1 Representatives**

The Union may certify Shop Stewards as local agents of the Union, in writing, to the District Administrator. The Union shall ensure Shop Stewards receive appropriate training as defined by the Union. The Union may designate one Steward as the Chief Steward.

### **4.2 Visits**

The Shop Steward and/or the Union Representative with prior notification and permission of the Department Manager may have access to the District facilities, as needed, to conduct union business and to investigate grievances. To the greatest extent possible, union business will be conducted off duty.

### **4.3 New Employee Orientations**

The District will make arrangements for a Union representative to meet with new employees at lunch, during the new employee

orientation. However, if the District does not provide the employee or the Union with thirty (30) days advance notice of the new employee orientation meeting, a Union representative shall be allowed to meet with the employee, at a mutually agreeable time, for thirty (30) minutes on paid time.

#### **4.4 Release Time for Stewards**

Upon the approval of the Department Manager or a designee, a Shop Steward may participate in meetings in a representative capacity during working hours, without loss of pay, so long as such activity does not unduly interrupt or interfere with the performance of job duties.

A Shop Steward utilizing time under this section shall notify the appropriate supervisor. Utilization shall not be unreasonably denied.

A Shop Steward, acting as the representative during an investigative interview that may lead to discipline, during a due process hearing or during a grievance hearing, shall not suffer any loss of pay. Should a Shop Steward not be available when requested, the proceeding will be delayed as necessary, for up to one full business day, until the Shop Steward is available.

#### **4.5 Negotiations**

Subject to operational requirements, the District will allow up to three (3) employees to attend negotiations, without loss of pay, so long as such employees are members of the Union's bargaining team. Bargaining team members are allotted five (5) hours of paid time each for use outside of actual negotiation sessions. Employees may utilize up to one hour of Low Census per each negotiation session after the additional paid time has been utilized, no sooner than the 6<sup>th</sup> session.

#### **4.6 Bulletin Boards**

Bulletin board space shall be provided the Union for the posting of meeting notices and other information of interest to its members. Such materials shall not be derogatory or inflammatory in nature. Additionally, an electronic bulletin board will be provided via the District's intranet for the posting of meeting notifications and meeting minutes.

#### **4.7 Hospital Resources**

The Union will obtain permission from the Administrator, in advance, to use meeting rooms, computers, fax and photocopier resources. The Union will be requested to reimburse the District for its reasonable costs.

#### **4.8 Release time for Union Business**

##### *Brown Bag Lunches:*

The District will support brown bag lunches by the Union by providing space for such lunches, subject to room availability, and being flexible with employees' scheduled lunch breaks, subject to operation need. Employees may attend such lunches during their non-work time.

## **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

### **5.1 Work Week and Work Day**

The work week shall begin on Sunday and end on Saturday. The normal work schedule shall consist of up to 40 hours in a seven (7) day work week. The weekend shift differential will start with the Evening shift on Friday and end with the Sunday Day shift.

### **5.2 Scheduling**

Work Schedules shall be posted forty-five (45) days in advance.

### **5.3 Rest and Meal Periods**

Each employee working a shift of six hours or more shall receive at least a one-half (1/2) hour, unpaid lunch break and one fifteen (15) minute paid break for every four (4) hours worked or major part worked. Breaks shall be distributed throughout the work shift and are taken consistent with operational need.

### **5.4 Overtime**

Overtime shall be paid for any hours worked in excess of regularly scheduled 8-12 hour shifts in any one (1) workday or 40 hours in any one (1) work week. Agreement between the Union and the District to waive the requirements set out in ORS 653.268 has been reached.

Overtime shall be distributed as equitably as is reasonable among employees in the same job classification who have expressed a desire to work overtime. If no volunteers are available, the District will only assign mandatory overtime in accordance with state law (ORS 441.166).

Employees will be paid for overtime at the rate of time and one-half (1½) their regular hourly rate at one-quarter (¼) hour increments.

### **5.5 Call Back**

Time and one half (1½) will be paid for call back time when on call with a minimum of one (1) hour compensation. Additional time beyond one (1) hour shall be paid in quarter (¼) hour increments.

### **5.6 Short Notice**

Premium pay of 15% of shift rate per hour shall be paid for any employee working on a short notice shift. Short notice shifts are unscheduled shifts of less than twenty-four (24) hour notice excluding known schedule vacancies. Relief employees do not qualify for short notice pay.

### **5.7 Pyramiding**

Compensation shall not be paid twice for the same hours, except per management approval. However, call back pay will be paid in addition to on call pay and PTO pay may be taken in addition to Low Census pay.

### **5.8 Flex Time**

Employees may flex their schedules within a work week to accommodate personal needs by mutual agreement with their immediate supervisor. Employee requested flex time shall not result in overtime expense to the District and the employee agrees to waive the provisions of ORS 653.268.

### **5.9 Census Change**

In the event of a change in census in the hospital, employees may be directed to not work a scheduled shift or be sent home from a shift they are currently working. When the above occurs, the supervisor will determine whether the employee shall be required to be on-call for the remainder of the shift. Such on-call time shall be paid at 15% of base rate per hour.

When possible employees will be given two (2) hours notice of a cancelled shift. If such notice is not given, the employee will receive a minimum of two (2) hours of regular pay. Employees placed on low census prior to their regularly scheduled shift will be paid their regular wage when called back to work. An employee who has been sent home on low census and then called back to work will be compensated at one and one half (1½) times their base wage. When arrangements are made for low census an employee is asked to report to work at a fixed time he/she will be paid their base rate. If an employee is then sent home and later recalled, the rate will be one and one half (1½) times their base rate. If called back to work more than once during the scheduled shift the entire shift will be compensated at one and one half (1½) time.

The District shall insure that low census time loss be rotated as equitably as possible among those working the shift, to be on a quarterly basis. Interdepartmental bumping will not be allowed during low census.

### **5.10 House Convenience**

The availability of work at the District cannot be guaranteed to any employee. When workloads are lighter than expected, employees, on a day to day basis, may request, at their option, to be placed on house convenience (ask to leave work and not be on low census or call back). The department manager/supervisor makes the final decision to allow house convenience.

### **5.11 In House Low Census**

In-house low census is defined as the ability to sleep or otherwise not be engaged in direct patient activities, but not leave the immediate premise. In-house low census will be paid at one-half ( $\frac{1}{2}$ ) times shift rate, including differential, not less than the minimum wage to any employee(s) required to standby at the hospital. Any extra shift hours shall not be added to low census totals.

Staffing will be in compliance with the approved Staffing Plan of the facility in accordance with Oregon HB2800 to ensure the safety of the patients and staff during any given shift. The department manager, shift supervisor or charge nurse acting in a supervisory role will staff each shift according to the acuity and staffing needs of the shift. Low Census staffing will be initiated using the following order.

- Overtime shifts,
- Volunteers
- Relief employees
- Any employee scheduled to work above their posted position
- The employee with the lowest amount of low census hours in the current quarter in the department being staffed per classification

## **ARTICLE 6 - MILEAGE AND PER DIEM**

### **6.1 Patient Care Related Travel**

The following rate shall be paid employees that are required to report for work, in their personal vehicle, at any location other than their established place of work. (eg, Home Health; Physical Therapy)

Mileage - IRS rate.

### **6.2 Business & Education Related Travel**

Employees should utilize a district vehicle if available. If a vehicle is not available, business related travel, in a personal

vehicle, which has been pre-approved by the Department Manager or Administrator, will be reimbursed at the following rates:

Mileage -	IRS rate
Meals -	\$36. per diem (if less than one day: \$8.00/breakfast, \$10.00/lunch, \$18.00/dinner)
Lodging -	Actual cost not to exceed \$100/night without pre-approval

An employee may request advance expenses when such costs are known. These reimbursement amounts may be exceeded with the approval of the Administrator.

## **ARTICLE 7 - COMPENSATION**

### **7.1 Wages**

Employees shall be compensated in accordance with the wage scale in Appendix "A" attached hereto and made a part of this agreement.

Per the wage scale in Appendix A, employees shall receive step increases every year on their Salary Eligibility Date (SED) until they reach the top step. The step increase shall take effect in the pay period immediately following the employee's SED date or on the employee's SED date, provided that it is the first day of a pay period. Employees hired before July 1, 2014 will have an SED of June 30, 2014. Employees hired or promoted after July 1, 2014 will have their SED based on their date of hire or promotion into their new classification.

### **7.2 Annual Adjustments**

On July 1 of each calendar year, all salary rates and ranges will be increased by the annual change in West Region CPI-U, measured as the change for the twelve (12) month period through March of the previous fiscal year. The minimum adjustment shall be zero percent (0%) and the maximum adjustment shall be three-and-one-half percent (3.5%). If the calculated CPI-U exceeds 3.5%, the parties will meet to negotiate an additional Cost of Living Adjustment above 3.5%.

For the July 1 2016 salary adjustment, the twelve month calculation will be decreased by 0.2% to reflect the parties' agreement to change the calculation period for the 2015 negotiated COLA from the twelve month period ending June 2015 to the twelve month period ending March 2015.

Classification Movement: When an employee moves up to a different classification, they will be placed at a step in that

classification that is at least 5% higher than their current base wage.

### **7.3 On-Call**

On-call pay will be paid as follows: All on-call hours will be compensated at three dollars and eighty-five cents (\$3.85) an hour. The On-Call rate will be adjusted annually, beginning on July 1, 2017, according to the process outlined in Article 7.2.

### **7.4 Shift Differentials**

Shift differentials will be paid to employees as provided in Appendix B.

### **7.5 Introductory Training Rate**

In the event the District hires an employee that does not meet the minimum qualifications of the position as described in the job description, the employee will be placed at a training rate which will be five percent (5%) less than the starting salary for the position. The employee will remain at the training rate until he/she meets the minimum qualifications or six (6) months, whichever comes first. Employees hired as trainees shall have an extended probationary period that extends six months past the date they come off the training rate.

### **7.6 Charge or Lead Pay**

Any employee assigned to a charge role shall receive an additional fifty cents (\$0.50) per hour for the hours assigned in such a capacity; and is in addition to any shift differentials. Charge is defined as an employee that is in charge of the staff for a shift, when a Supervisor is off duty, out of the building, on vacation or out on protected leave.

Any employee assigned to a lead role shall receive an additional one dollar (\$1.00) per hour for the hours assigned in such a capacity; and is added to the base pay by payroll status form. A lead person is someone that is assigned by Administration; this person is managing the department under the supervision of an Executive or Department Director.

### **7.7 Employee/Student Training Differential**

Any employee assigned by management to precept a student (not to include job shadowing), or assigned to train/orient another employee shall receive an additional fifty cents (\$0.50) for all hours so assigned.

### **7.8 Retirement**

The District will have a voluntary retirement plan available to all employees and employees may join at any time.



TIER I - Employees hired before July 1, 2011, will be grandfathered into Tier I of the retirement plan. Beginning in year two of service the District will match the employees' contributions of 1% to 7%. Beginning after three years of service the District will match up to 8% and beginning after five years of service will match up to 9%. The vesting period for all Tier I employees is three years from date of hire. A plan description booklet is available for all employees upon request.

If an employee opts out of either the retirement program, they cannot participate for a period of one full calendar year.

### **7.9 Education**

The District will continue to compensate staff for all required education. Additional training may be approved by the District.

## **ARTICLE 8 - HEALTH AND WELFARE BENEFITS**

### **8.1 Maintenance of Benefits**

The District will provide full-time employees a health insurance package (medical/dental/vision). The District will offer a \$1500 deductible option for medical insurance. The District will pay the employee-only premiums in full for full-time employees. Employees, at their option, may purchase (through payroll deduction) the medical insurance plan for their family with the District paying three hundred and seventy-five dollars (\$375.00) of the additional premium.

Beginning July 1, 2017, the District will pay four hundred and twenty-five (\$425) of the additional dependent premiums.

### **8.2 Part-Time Employees**

Employees scheduled to work 80 hours or more per month shall be eligible for benefits as described in Article 8.1 on a pro-rated basis, paid benefits based upon hours regularly worked in the payroll period.

### **8.3 Opt-Out**

Employees who elect not to receive health insurance in accordance with Article 8.1 and provide proof of other Group Health Insurance may receive a monthly Opt-Out stipend of \$135. The alternative Group Health Insurance plan must be equal to or better than the plan offered by the District. Medicare, Medicaid, VA, and Tricare satisfy this requirement. Other group plans may be submitted for approval by Human Resources.

The District may review the Opt-Out stipend annually prior to insurance renewal, and the stipend may be suspended if the number

of covered persons in the Hospital Insurance Pool drops to 100.

#### **8.4 Employee Discount**

Employees and family members covered by the hospital's insurance policy will receive a 50% employee discount on balances after insurance payment or insurance rejection, but not to exceed 15% of the original amount billed. Family members covered by another insurance plan will receive the same 50% employee discount, upon request, with proof of insurance coverage. This does not apply to spouses with Medicare/Medicaid coverage. Employees' uninsured family members (spouse and children under 21 years old) will receive 15% off all services performed at this hospital, if they comply with payment plan or make other mutually agreeable arrangements.

#### **8.5 Employee Health**

Influenza shots, Hepatitis A and B and MMR immunizations will be provided at no cost to the employee by the District.

#### **8.6 Short Term Disability**

The District provides a short term disability (STD) plan which pays sixty percent (60%) of the employees' weekly earnings up to \$1000 per week for full-time employees. Maximum benefit period is twelve weeks. Employees are required to use PTO for the first eight (8) days of illness/accident or hospital stay, then forty percent (40%) of PTO while receiving STD payments. Part-time employees pay a portion of their premium on a pro-rated basis, based upon hours regularly worked in the payroll period. On July 1<sup>st</sup> of each year all part-time employees will be given the option to participate or not participate for the next full year.

#### **8.7 Long Term Disability and Accidental Death and Dismemberment**

Provided the District meets the necessary enrollment criteria to qualify, the District will offer access to Long Term Disability and Accidental Death and Dismemberment insurance through payroll deduction. District Employees are responsible for the expense of these plans.

#### **8.8 Air/Ground EMS Transportation Membership**

The District will provide an annual air/ground EMS family membership for all full-time and part-time employees.

## **ARTICLE 9 - PAID LEAVE**

### **9.1 Accrual**

All full-time employees shall accrue paid leave at the following rates:

0-5 years	224 hours annually
6-10 years	253 hours annually
11-15 years	272 hours annually
16-20 years	278 hours annually
More than 21 years	296 hours annually

PTO accrual rates are based on eight (8) days of holiday pay; ten (10) days of sick pay and from ten (10) to nineteen (19) days of vacation pay, depending on years of service, but employees may use accrued PTO for any of these purposes.

### **9.2 Part-Time Employee Accrual**

Part-time employees shall accrue paid leave hours on a pro rata basis of the above schedule based on the number of hours they work, but shall not be eligible for utilization or payment of accumulated hours for vacation purposes unless they have been employed by the District for at least six (6) months. PTO hours may be used for qualifying sick leave purposes after ninety (90) calendar days of employment. PTO hours may be used for designated holidays after thirty (30) calendar days.

### **9.3 Utilization**

Employees will accrue paid leave hours every pay period, but they shall not be entitled to utilize such time for vacation until they have been employed by the District for at least six (6) months. PTO hours may be used for illness in accordance with Oregon's Sick Leave law after 90 days, and PTO hours may be used for designated holidays after 30 days.

### **9.4 Maximum Accrual**

Employees may only accrue a maximum of their annual accrual rate as measured on June 30 of each fiscal year. If an employee uses at least one hundred and twenty (120) hours of PTO in a fiscal year, they may carry forward up to two hundred and ninety-six (296) hours, regardless of their current annual accrual rate. Employees with hours above the maximum cap will be cashed out before the end of the fiscal year.

### **9.5 Scheduling PTO for Planned Vacation Absences**

All planned time off (vacation requests) will be accepted by management one year prior to requested dates off. The District will respond to PTO requests for vacation no later than seventy (70) days prior to the beginning of the requested period. If two (2) or more employees request the same period of time as PTO for vacation purposes and the matter cannot be resolved by the parties concerned, the employee having the greatest length of service shall be granted the time; however, seniority may be exercised only once a year.

Vacations that have been scheduled and approved by management will not be cancelled except for emergency. When unrecoverable vacation costs are incurred by the employee due to a District cancelation, the District shall pay the unrecoverable deposits. Receipts will be required.

#### **9.6 Payment Upon Death or Termination**

In the event of death or termination, the employee's remaining paid leave accrual shall be paid to the employee or his/her heirs, whichever is appropriate.

#### **9.7 Cash-Out**

After an employee has scheduled at least one week of PTO in a leave year, the employee may cash out an additional forty (40) hours of earned paid leave at the time such leave is taken. Employees may elect to cash out up to eighty (80) hours of time off by notifying the District during the designated period, which occurs during November of each year. Employees are required to leave at least forty (40) hours in their PTO bank when cashing out PTO.

#### **9.8 PTO for Sick Leave Purposes**

##### **A. UTILIZATION**

Paid leave may also be used for the following reasons:

1. For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits;

- "Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon-registered same-gender domestic partner, and the domestic partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological, adoptive or foster parent or child.

2. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in

that law;

3. If the employee's place of business is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency;

4. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member;

5. If the Company is required by law to exclude the employee from work for health reasons; or

6. For any purpose allowed by the Oregon family leave act, including bereavement.

The first forty (40) hours of PTO an employee uses for any purpose in a leave year will satisfy the District's requirements under Oregon Sick Leave; disputes about sick leave following the first forty (40) hours of PTO will be resolved through Article 15, Settlement of Disputes.

Paid leave will only be paid until an employee becomes eligible for disability payments under the short-term disability plan. In such event, the District will continue to contribute its share of the insurance premium in accordance with OFLA/FMLA Laws.

#### B. NOTIFICATION PROCEDURE FOR PTO USED FOR SICK LEAVE PURPOSES

Employees are required to notify their immediate supervisor for any foreseeable, planned sick leave at least ten (10) calendar days prior to the date the leave will begin, or as soon as practicable. Employees should also make a reasonable effort to schedule foreseeable sick time in a manner that is not unduly disruptive to the business and operations. Employees must inform Human Resources of any change in the expected duration of sick leave as soon as is practicable.

When the need for sick leave is unforeseeable, employees must contact their supervisor before the start of their next scheduled shift, or as soon as practicable. Employees must abide by department call-in rules. Exceptions to this rule are allowable only when special circumstances exist and the employee makes every effort to call the absence in at the earliest possible time. The District may discipline an employee for failing to

provide proper notice of an absence. Employees should make a reasonable effort to schedule leave that doesn't unduly disrupt hospital operations.

**C. DOCTOR VERIFICATION**

After three(3) consecutive work days where an employee has called in, the District may require a reasonable documentation verifying that the leave was for an approved reason, if it has reason to believe that the employee is abusing paid leave or has a concern about the employee's ability to physically or mentally perform their job. The District will pay any out of pocket expense of the employee incurred as a result of such requirement.

**9.9 Workers' Compensation**

If an employee is injured on the job, in most cases the injured worker will be entitled to benefits under the State Workers' Compensation Law. The District carries workers' compensation coverage and will assist employees in obtaining all benefits to which they are legally entitled. Employees may use their Paid Time Off to compensate to their net pay.

**9.10 Abuse**

Abuse of paid leave is cause for disciplinary action.

**9.11 Hardship/Transfer of PTO Hours**

Employees may receive a gift of PTO hours from other District employees if they require extended time off for an extended illness or injury or attending an immediate family member suffering from illness or injury. Dollar value will be on a pro rata basis. No employee may contribute more than forty (40) hours per year to other employees and must leave a minimum of forty (40) hours in their PTO bank when donating. A form is available in the Help Folder to be filled out and approved by Human Resources.

**ARTICLE 10 - HOLIDAYS**

**10.1 Designated Holidays**

The following holidays will be recognized and observed by the date established by state statute and so recognized and approved by the District:

New Year's Day	(January 1)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)

Christmas Day

(Christmas Day)

### **10.2 Holiday Work**

Any employee working a required holiday shift that falls on more than half of their scheduled shift, shall be paid one and one-half (1½) times their regular hourly rate for all hours worked on the shift. Reference 5.6 Flex Time: For those employees who choose to work the holiday, they shall be paid their regular hourly rate.

On-Call pay shall be paid at double the normal On-Call rate on holidays.

## **ARTICLE 11 - LEAVE OF ABSENCE**

### **11.1 Leave Without Pay**

The District will consider a written application for leave of absence without pay not to exceed 45 calendar days. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. Such leave shall not be approved for the purpose of accepting employment outside the service of the District; and notice that the employee has accepted employment or entered into full-time business or occupation may be accepted by the District as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the District. Employees returning to work from a leave of absence shall be returned to work in accordance with provisions of Article 16.3.

Employees on leave without pay, for any reason, shall not accrue any benefits.

### **11.2 Military**

Military leave shall be granted as provided by law.

### **11.3 Jury Duty**

Employees shall be granted leave with full pay whenever they are required to report for jury duty during a scheduled work shift. An employee released from jury duty shall report for work for any remaining hours of their scheduled shift. The amount of pay received for this jury duty shall be turned over to the District, except for travel pay if a private vehicle is used.

#### **11.4 Compassionate Leave**

Employees shall be granted twenty-four (24) hours of paid compassionate leave in the event of a death in their immediate family. Compassionate leave is at each employee's PTO rate and is in addition to any PTO requested and granted. (NOTE: FOR THE PURPOSE OF THIS SECTION ONLY, THE IMMEDIATE FAMILY SHALL BE DEFINED AS THE EMPLOYEE'S SPOUSE, PARENTS, CHILDREN, BROTHER, SISTER, GRANDPARENT, STEP-CHILDREN, STEP-PARENTS, FATHER-IN-LAW, MOTHER-IN-LAW, SISTER-IN-LAW, BROTHER-IN-LAW AND GRAND CHILDREN, GRANDPARENT IN-LAWS.)

In relationships other than the immediate family, such leave may be granted by the District Administrator or a designee under exceptional circumstances.

#### **11.5 FAMILY/MEDICAL LEAVE**

An employee may request and shall be granted Family/Medical leave consistent with the provisions of OFLA/FMLA Laws.

#### **11.6 Change of Status Leave**

The District may, but shall not be compelled to, grant an employee's request to reduce regular hours of work for a fixed period of time. The District has the right to hire a replacement. The employee may be restored to the employee's former status and hours when a vacancy exists.

## **ARTICLE 12 - UNIFORMS, EQUIPMENT & PAYROLL DEDUCTIONS**

#### **12.1 Uniforms and Equipment**

If any employee is required to wear protective clothing or any type of protective device, such protective clothing or device shall be furnished to the employees by the District. Maintenance and laundering of the protective clothing will be provided at District facilities. Employees may launder at their expense.

The District will provide full time and part time employee's \$90 towards their initial uniforms. Employees must furnish their own additional uniforms as required by the District. These may be purchased through the District and paid for by payroll deduction. Reimbursement for uniforms not purchased through the district is based on receipts. Uniforms provided by the District shall be the property of the District for the first six months of the employee's employment.

#### **12.2 Optional Deductions**

Other deductions may be made from the employee's paycheck with the employee's written request, including, but not limited to: credit union participation; hospital foundation-gifts from the



heart; insurance contributions; union dues; meals; UPS; prescriptions; and monies due to the District for loans or hospital bills where the loan or hospital bill was solely for the employee's benefit and the deduction does not exceed the limits of ORS 23.185.

## **ARTICLE 13 - DISCIPLINE**

### **13.1 Discipline and Discharge**

The principles of progressive discipline shall be used when appropriate. No regular employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure.

If the District has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

### **13.2 Discipline Notices**

The District will provide copies to the Local Union President and the AFSCME representative of all formal discipline.

### **13.3 Probationary Employees**

This article shall not apply to any employee on probation as defined in Article 14.

### **13.4 Weingarten Rights**

The District will uphold employees' federal Weingarten rights.

### **13.5 Due Process**

In the event the District believes an employee may be subject to discipline greater than a written reprimand (suspension, reduction in pay, termination), the following procedural due process shall be followed:

- A. The employee shall be notified of the charges or allegations that may subject the employee to discipline and the disciplinary sanctions being considered. If the District elects to temporarily relieve the employee of his or her work duties as a result of a Due-Process investigation, the employee shall be placed on paid administrative leave;
- B. The District will schedule a pre-disciplinary hearing no sooner than five business days after the pre-

disciplinary notice is provided.

- C. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in the pre-disciplinary hearing;
- D. The employee is entitled to be accompanied by a fellow employee or a representative of the Union at the pre-disciplinary hearing.

### **13.6 Just Cause Standards**

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- C. The District must conduct a reasonable investigation.
- D. It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct.
- E. Progressive discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- F. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the Union from raising issues appropriate to defend employees in an arbitration setting.

## **ARTICLE 14 - PROBATIONARY PERIOD**

Every employee hired into the bargaining unit shall serve a probationary period of six (6) months commencing with placement in a position in the bargaining unit (not relief positions regularly scheduled with less than 80 hours). The Union recognizes the right of the District to terminate probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract, and shall not be subject to the grievance procedure.

## ARTICLE 15 - SETTLEMENT OF DISPUTES

### 15.1 Grievance Procedure

Any dispute concerning the application, interpretation or enforcement of this agreement shall be resolved in the following manner.

Step 1 An employee, with or without a Union representative, shall take up the grievance or dispute with their immediate supervisor within twenty (20) days (FOOT NOTE 2 - ALL REFERENCES TO DAYS IN THIS SECTION SHALL BE CONSTRUED TO MEAN BUSINESS DAYS.) of the occurrence or when they reasonably should have known of its occurrence. The immediate supervisor shall then attempt to adjust the matter and respond to the employee and or their representative within ten (10) days of his/her notification of the grievance.

Step 2 If the grievance has not been settled, it may be presented in writing to the department manager within ten (10) days after the immediate supervisor's response is due. The written grievance shall contain:

- A. A description and date of the circumstance that led up to or is the cause for the grievance;
- B. A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;
- C. The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- D. A description of the remedy sought for resolution of the problem.

The department manager will consider the written grievance and respond in writing within ten (10) days.

If the department manager is the employee's

immediate supervisor, the grievance shall progress from Step 1 to Step 3.

Step 3 If the grievance has not been settled, it may be presented in writing to the Administrator within ten (10) days after the department manager's response is due. The grievance documentation shall include the information specified in Step 2, and a position statement identifying the errors and points of disagreement with the department manager's decision. The Administrator shall meet with the employee and a Union representative within 15 days of the submission of the written grievance at Step 3. The Administrator shall respond in writing within 10 days of the grievance meeting.

Step 4 If the grievance still remains unsettled, the Union may request arbitration and must give written notice to the District within ten (10) days after the reply of the Administrator is due.

A list of arbitrators shall be obtained from the State Conciliation Service. The list shall consist of thirteen (13) arbitrators. The moving party shall strike first and each party shall, in turn, strike one (1) arbitrator at a time from the list until one name remains. The arbitrator, whose name remains, shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the express provisions of this agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in doing so the arbitrator shall not contravene any provisions of this agreement. The arbitrator's decision shall be final and binding.

The arbitrator's expenses shall be borne equally by the parties. Fees shall be paid by losing party.

### **15.2 Time Limits**

All references to days in the Grievance Article mean business work days, excluding weekends and holidays. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result.

- A. If the Union fails to respond in a timely fashion, the grievance may only be processed through Step 3 of the procedure and will not be subject to arbitration. Financial grievances will continue to be processed.
- B. If the District, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step. The parties may agree to modify time limits in writing.

## **ARTICLE 16 - SENIORITY**

### **16.1 Definition**

District Seniority is defined as the employee's total length of continuous service from the employee's last date of hire in a permanent full-time or part-time position with the District. All seniority shall be terminated if an employee:

- A. Voluntarily resigns;
- B. Is discharged for just cause;
- C. Is laid off and fails to respond in written notice as provided in this Article, Section 16.4.
- D. Is laid off for a period of time greater than twenty four (24) months or a period of time equal to the employee's District seniority, whichever is shorter.
- E. Fails to report to work at the termination of an extended leave of absence.
- F. Is retired.

### **16.2 Reduction in Force**

If the District should reduce its work force, layoffs shall be made within a department within each job classification on the basis of seniority (footnote: layoffs will have to take into consideration state mandated staffing regulations and necessary skills within a department). The District agrees to notify the Union and the employees, simultaneously, not less than four (4) weeks prior to any layoff by forwarding the name and occupational classifications of the employees to be laid off (footnote: Med/Surg, ER, OB constitute one department and Surgery constitutes a different department).

In the event of a layoff, employees may bump to lower or lateral classifications for which they are qualified, provided that the employee will not require additional training beyond two (2)

weeks. Such bumping will be allowed if the employee requesting the bump has greater seniority.

### **16.3 Recall**

Employees on layoff shall be entitled to recall to their former position on the basis of seniority, so long as such recall is within twenty four (24) months of the employee's layoff date. Employees will also be entitled to be recalled to positions in a lateral or lower class within the department for which they are qualified if openings occur and no employees with greater seniority remain to be recalled. Employees recalled to a position other than the one they were laid off from shall enter at the salary rate commensurate with their experience. In cases of a recall to employment in patient care areas, employees must demonstrate competency within thirty (30) days of the recall. Until an employee demonstrates competency, they will be paid at 5% less than the wage where they would otherwise be rehired. The parties may agree to extend the period to demonstrate competency by 30 days, up to 60 days maximum. The District may terminate a recalled employee for failure to demonstrate competency within the specified time period.

### **16.4 Notice**

It shall be the responsibility of the employee laid off to keep the District informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the District of acceptance within one (1) calendar week and shall report for duty within ten (10) days of the receipt of the notification by the District, unless prevented by circumstances, beyond their control, from reporting within that time period. An employee who fails to accept re-employment at his/her previous classification when offered by the District in accordance with provisions of this article shall be deemed to have forfeited all recall rights to that classification.

### **16.5 Seniority List**

A regularly updated seniority list shall be maintained by the District and given to the Local Union President.

## **ARTICLE 17 - GENERAL PROVISIONS**

### **17.1 Personnel Files**

Employees or their representative, with written consent of the employee, may inspect items in their personnel file since their date of employment. If employees request copies of material from their file, such shall be provided at a reasonable cost to the

employee or the Union.

Employees shall be furnished a copy of any statement written for inclusion in their file concerning employee conduct or work performance and shall be entitled to include a written response to such material.

No material reflecting critically on an employee shall be placed in an employee's file which the employee has not had an opportunity to sign. The employee's signature does not necessarily indicate agreement.

At the request of the employee, disciplinary notices shall be removed from their personnel file after three (3) years, if no other repeat infractions of the same nature have occurred during that period.

#### **17.2 Agreement Publication**

After agreement on format, the Union will publish and disperse the agreement to all employees and will hold a session to present and describe the contract provisions to the members.

#### **17.3 Non-Discrimination**

The Provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, national origin, political affiliation, or disability which can be reasonably accommodated.

If a dispute arises as a result of this section, it shall be processed through the grievance procedure up to the District Administrator level. If no resolution is reached at that level, the employee and/or the union may refer the dispute to the appropriate State or Federal agency for adjudication. Such dispute will not be subject to the arbitration procedure contained herein.

All references to employees in this agreement designate both sexes. Whenever a gender is used it shall be construed to include male and female employees.

#### **17.4 Job Openings**

All vacancies shall be posted for seven (7) calendar days prior to being filled to give bargaining unit employees an opportunity to apply.

#### **17.5 Maintenance of Standards**

All conditions of employment in effect when this agreement is signed, that are mandatory subjects of bargaining, shall continue unless a mid-term change in such mandatory subject is first bargained in accordance with the PECBA requirements.

When an employee is promoted to a higher paying classification within his/her department, the employee will serve a probationary period of three (3) months. In the event the employee does not successfully complete his/her probationary period, the employee will be entitled to bump back to his/her previous position, so long as the position is still in existence in the department.

## **ARTICLE 18 - STRIKES**

### **18.1 No Strike**

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the District during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the District by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

### **18.2 Union Obligation**

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in Section 18.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance provision of this Agreement.

### **18.3 Lockout**

There shall be no lockout of employees during the life of this agreement.

## **ARTICLE 19 - SAVINGS CLAUSE**

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to



immediately negotiate a substitute, if possible, for the invalidated portion thereof.

## ARTICLE 20 - TERM OF AGREEMENT

This agreement shall be effective July 1, 2016, unless otherwise specified herein, and shall remain in full force and in effect through June 30, 2018. The agreement shall be automatically renewed from year to year thereafter unless either party provides notice of their intent to negotiate a successor agreement by January 15 of the expiring year.

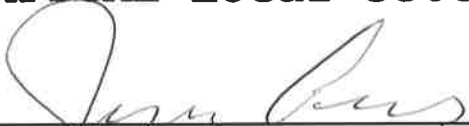
## EXECUTION OF AGREEMENT


This agreement is fully executed and in force on 7-1-16.

### Wallowa County Health Care District

  
\_\_\_\_\_  
Larry Davy, Administrator/CEO

### AFSCME Local 3508

  
\_\_\_\_\_  
Josie Cross  
Local 3508 Bargaining Team

  
\_\_\_\_\_  
Shay Mann  
Local 3508 Bargaining Team

  
\_\_\_\_\_  
Ashley Sullivan  
Local 3508 Bargaining Team

  
\_\_\_\_\_  
Seth Moore  
AFSCME Staff Representative



## Letter of Agreement: Maintenance of Job Competencies

The purpose of this letter is for Wallowa Memorial Health Care District (District) and AFSCME Local 3508 (Union) to outline a process by which the District may adjust the classification of bargaining unit nurses who have not maintained their competencies as outlined in Appendix C of the Collective Bargaining Agreement.

The parties agree to the following:

1. The District will set up an automated notification to nurses that fall under the "level system" to remind nurses of their requirements 30 days prior to the end of the quarter. Nurses will also take responsibility for tracking and maintaining their quarterly competency hours in each department.
2. If an employee has not maintained his or her competencies for the period in question, the placement in a lower job classification and pay reduction will be effective on the first day of the pay period beginning after the end of the quarter.
3. Placement in a lower job classification shall not result in a pay reduction of greater than five percent (5%).
4. Upon completing the competency requirements for the subsequent quarter, the employee shall be immediately reinstated to their previously held position in accordance with their experience. Reinstatement of the higher pay shall be effective on the first day of the pay period after competency has been demonstrated.

Any disputes arising from this agreement will be resolved by the grievance procedure in Article 15 of the parties Collective Bargaining Agreement expiring June 30, 2018

Tony J. Davy 6-6-16  
For the District

Sam [Signature] 6/2/16  
For the Union



## APPENDIX - A WAGE SCALE

7/01/2016	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
CNA I	12.21	12.45	12.70	12.96	13.22	13.48	13.75	14.03	14.31	14.59	14.88	15.18	15.49
CNA II	12.57	12.82	13.08	13.34	13.61	13.88	14.16	14.44	14.73	15.02	15.32	15.63	15.94
CNA II A	13.45	13.72	13.99	14.27	14.56	14.85	15.15	15.45	15.76	16.07	16.40	16.72	17.06
CNA II B	13.56	13.83	14.11	14.39	14.68	14.97	15.27	15.58	15.89	16.21	16.53	16.86	17.20
CNA II C	15.03	15.33	15.64	15.95	16.27	16.59	16.93	17.26	17.61	17.96	18.32	18.69	19.06
OR Srg Tech	18.35	18.72	19.09	19.47	19.86	20.26	20.67	21.08	21.50	21.93	22.37	22.82	23.27
C/S OR	12.40	12.65	12.90	13.16	13.42	13.69	13.96	14.24	14.53	14.82	15.12	15.42	15.73
EMT-B	12.74	12.99	13.25	13.52	13.79	14.07	14.35	14.63	14.93	15.23	15.53	15.84	16.16
EMT-I	16.58	16.91	17.25	17.59	17.95	18.31	18.67	19.05	19.43	19.81	20.21	20.62	21.03
EMT-P	19.13	19.51	19.90	20.30	20.71	21.12	21.54	21.97	22.41	22.86	23.32	23.79	24.26
ARRT Tech	30.06	30.66	31.27	31.90	32.54	33.19	33.85	34.53	35.22	35.92	36.64	37.38	38.12
Phlebot	12.67	12.92	13.18	13.45	13.71	13.99	14.27	14.55	14.84	15.14	15.44	15.75	16.07
ML/MLT	27.03	27.57	28.12	28.68	29.26	29.84	30.44	31.05	31.67	32.30	32.95	33.61	34.28
RspThp	26.39	26.92	27.46	28.01	28.57	29.14	29.72	30.31	30.92	31.54	32.17	32.81	33.47
Engineer	23.55	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.71	29.28	29.87
Maint	19.46	19.85	20.25	20.65	21.06	21.49	21.92	22.35	22.80	23.26	23.72	24.20	24.68
PhyThp	35.25	35.96	36.67	37.41	38.16	38.92	39.70	40.49	41.30	42.13	42.97	43.83	44.71
OctpThp	35.25	35.96	36.67	37.41	38.16	38.92	39.70	40.49	41.30	42.13	42.97	43.83	44.71
PTAsst	19.97	20.37	20.78	21.19	21.62	22.05	22.49	22.94	23.40	23.87	24.34	24.83	25.33
BO I	11.13	11.35	11.58	11.81	12.05	12.29	12.53	12.78	13.04	13.30	13.57	13.84	14.12
BO II	12.63	12.88	13.14	13.40	13.67	13.94	14.22	14.51	14.80	15.09	15.40	15.70	16.02
BO III	13.57	13.84	14.12	14.40	14.69	14.98	15.28	15.59	15.90	16.22	16.54	16.87	17.21
BO IV	14.55	14.84	15.14	15.44	15.75	16.06	16.39	16.71	17.05	17.39	17.74	18.09	18.45
BO V	16.78	17.12	17.46	17.81	18.16	18.53	18.90	19.27	19.66	20.05	20.45	20.86	21.28
HIM Ck	11.80	12.04	12.28	12.52	12.77	13.03	13.29	13.55	13.83	14.10	14.38	14.67	14.97
HIM I	13.16	13.42	13.69	13.97	14.24	14.53	14.82	15.12	15.42	15.73	16.04	16.36	16.69
HIM II	16.04	16.36	16.69	17.02	17.36	17.71	18.06	18.42	18.79	19.17	19.55	19.94	20.34
HIM RHIT	18.49	18.86	19.24	19.62	20.01	20.41	20.82	21.24	21.66	22.10	22.54	22.99	23.45
Coder	17.94	18.30	18.66	19.04	19.42	19.81	20.20	20.61	21.02	21.44	21.87	22.31	22.75
IT Hlp Dsk	19.61	20.00	20.40	20.81	21.23	21.65	22.08	22.53	22.98	23.44	23.90	24.38	24.87
IT NA I	26.00	26.52	27.05	27.59	28.14	28.71	29.28	29.87	30.46	31.07	31.69	32.33	32.97
Dshwshr	10.10	10.30	10.51	10.72	10.93	11.15	11.37	11.60	11.83	12.07	12.31	12.56	12.81
DietAide	10.75	10.97	11.18	11.41	11.64	11.87	12.11	12.35	12.60	12.85	13.10	13.37	13.63
CftrAide	10.75	10.97	11.18	11.41	11.64	11.87	12.11	12.35	12.60	12.85	13.10	13.37	13.63
DietClerk	15.45	15.76	16.07	16.40	16.72	17.06	17.40	17.75	18.10	18.46	18.83	19.21	19.59
Cook	12.42	12.67	12.92	13.18	13.44	13.71	13.99	14.27	14.55	14.84	15.14	15.44	15.75
Hskpg	11.81	12.05	12.29	12.53	12.78	13.04	13.30	13.57	13.84	14.11	14.40	14.68	14.98
LndryAide	11.81	12.05	12.29	12.53	12.78	13.04	13.30	13.57	13.84	14.11	14.40	14.68	14.98

HH Aide I	12.21	12.45	12.70	12.96	13.22	13.48	13.75	14.03	14.31	14.59	14.88	15.18	15.49
HH Aide II	12.57	12.82	13.08	13.34	13.61	13.88	14.16	14.44	14.73	15.02	15.32	15.63	15.94
HH Aide III	12.93	13.19	13.45	13.72	14.00	14.28	14.56	14.85	15.15	15.45	15.76	16.08	16.40
RN I/ RN II	28.86	29.44	30.03	30.63	31.24	31.86	32.50	33.15	33.81	34.49	35.18	35.88	36.60
RN III	32.45	33.10	33.76	34.44	35.12	35.83	36.54	37.27	38.02	38.78	39.56	40.35	41.15
RN IV	38.67	39.44	40.23	41.04	41.86	42.69	43.55	44.42	45.31	46.21	47.14	48.08	49.04
Materials	15.45	15.76	16.07	16.40	16.72	17.06	17.40	17.75	18.10	18.46	18.83	19.21	19.59
HH RN	29.44	30.03	30.63	31.24	31.87	32.50	33.15	33.82	34.49	35.18	35.89	36.60	37.34

	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
7/01/2016	1	2	3	4	5	6	7	8	9	10	11	12	13
Receptionist	11.29	11.52	11.75	11.98	12.22	12.47	12.71	12.97	13.23	13.49	13.76	14.04	14.32
Med Asst. I	12.57	12.82	13.08	13.34	13.61	13.88	14.16	14.44	14.73	15.02	15.32	15.63	15.94
Med Asst II	13.65	13.92	14.20	14.49	14.78	15.07	15.37	15.68	15.99	16.31	16.64	16.97	17.31
LPN	17.44	17.79	18.14	18.51	18.88	19.26	19.64	20.03	20.43	20.84	21.26	21.68	22.12
RN-Care Mgr	25.65	26.16	26.69	27.22	27.76	28.32	28.89	29.46	30.05	30.65	31.27	31.89	32.53

## APPENDIX - B

### WALLOWA COUNTY HEALTH CARE DISTRICT HOUR CODES AND DIFFERENTIAL RATES CONTRACT 2016-2018

\*For each shift use only one code. Use the code that the major part of your shift falls in. The only time you will split 50/50 is when your shift does not have a major part and is exactly half and half.

Pay Code	Shift Description	All Employees
1.	Day *7am-3pm	
2.	Overtime	½ of shift rate
3.	Call (These hours do not count towards benefits)	\$3.85 (Adjusted annually by CPI)
4.	Misc. (Jury Duty, Compassionate Leave)	
5.	Call-back (These hours do not count towards benefits)	1½ of shift rate
6.	Holiday Call (Do not go towards benefits)	Doubles on Holidays
7.	Holiday Worked (Holiday falls on more than half of your scheduled shift)	1½ of shift rate
8.	PTO	
9.	Evening *3pm – 11pm	7% of base rate
10.	Night *11pm – 7am	15% of base rate
11.	Day - Weekend (Weekend starts on PM shift on Friday and ends on Sunday day shift)	6% of base rate
12.	Evening - Weekend *3pm-11pm	9% of base rate
13.	Night - Weekend *11pm-7am	17% of base rate
14.	For working an extra shift that was not scheduled within a 24 hour window	15% of shift rate
15.	Education Loan	
16.	Low Census –In House	50% of shift rate
17.	Low Census – Home	15% of base rate
18.	Low Census – Call back	1½ of shift rate
19.	House Convenience	Scheduled hours recorded towards benefits only, no pay.
20.	Ed/Training	Shift rate
21.	Low Census—In house-With PTO	50% of shift rate + PTO
22.	Low Census—Home—With PTO	15% of base rate + PTO
23.	Preceptor/Training/Employee	\$ .50
	Charge Pay	\$ .50
	Lead Pay	\$1.00

**APPENDIX - C  
PAY CLASSIFICATIONS  
CONTRACT 2014-2016**

CLASSIFICATIONS	LEVELS OF COMPETENCY FOR EACH CLASSIFICATION
<u>Med/Surg</u>	
CNA I	<ul style="list-style-type: none"> <li>• Current Oregon CNA certification</li> </ul>
CNA II A	<p>ALL THE REQUIREMENTS LISTED BELOW</p> <ul style="list-style-type: none"> <li>• Current Oregon acute care CNA II certification</li> <li>• Current BLS certification</li> <li>• Must maintain annual competencies in accordance with OSBN CNA II licensure</li> </ul>
CNA II B	<p>ALL THE REQUIREMENTS LISTED BELOW</p> <ul style="list-style-type: none"> <li>• Must comply with current CNA II A criteria</li> <li>• Must have attained/maintained one or more of the following specialized area competencies and demonstrated annual competency               <ol style="list-style-type: none"> <li>OB competency</li> <li>ER competency</li> </ol> </li> </ul>
RN I / RN II	<ul style="list-style-type: none"> <li>• Must hold a current RN license in the state of Oregon and have current CPR certification</li> <li>• RN II Must comply with RN I criteria and</li> <li>• Must have fulfilled one of the following specialized practice area competencies               <ol style="list-style-type: none"> <li>Obstetric competency with current certification in fetal monitoring and current NPR; completion of WMH OB module; and demonstrated annual competency in the care area</li> <li>Emergency nursing competency with current ACLS and TEAM or TNCC; completion of WMH ER competency; and demonstrated annual competency to include proper charting and charging</li> <li>Critical Care competency with current ACLS and one year documented experience in a critical care environment and demonstrated annual competency in a critical care environment</li> <li>Med/Surg competency with two or more years experience in acute care nursing with advanced training in a related field (PICC, Chemo, Home Health, etc)</li> <li>Surgical competency with completion of Peri-Op 101 program through AORN within one year of date of hire into surgery and demonstrated annual competency</li> </ol> </li> </ul>
RN III	<ul style="list-style-type: none"> <li>• Must comply with RN I criteria</li> <li>• Current ACLS</li> <li>• Must have completed two of the above specialty competencies or advanced practice certification in any one specialty area (CCRN, CEN, MS certification, OB certification, case management, etc) with five years documented full-time experience in that specialty area</li> </ul> <p>Full time Surgery RN with completion of Peri-Op 101 program through AORN within one year of date of hire into surgery and demonstrated annual competencies.</p>
RN IV	<ul style="list-style-type: none"> <li>• Must comply with RN I criteria</li> <li>• Current ACLS and TEAM, TNCC, PALS, ENPC or advanced practice certification</li> <li>• Must have completed three of the above specialty competencies or ten years experience and an advanced practice certification in any one specialty area with five years documented full-time experience in that specialty area</li> </ul>
<u>Surgery</u>	
Surgery Tech	<ul style="list-style-type: none"> <li>• Certification in surgery technology required or LPN with surgical training</li> <li>• Acute care experience preferred</li> <li>• Current BLS and CPR</li> </ul>
<u>Central Supply</u>	
CS Tech	<ul style="list-style-type: none"> <li>• Current BLS</li> <li>• Stocks OR, ER, hospital and care center</li> <li>• Computer skills &amp; knowledge of inventory &amp; ordering procedures</li> <li>• Surgical equipment &amp; sterile technique experience or OR tech experience</li> <li>•</li> </ul>
<u>EMS</u>	
EMT Basic	<ul style="list-style-type: none"> <li>• Must hold a current EMT Basic license and current CPR certification</li> </ul>



EMT Intermediate	<ul style="list-style-type: none"> <li>• Must hold a current EMT Intermediate license and current CPR certification</li> </ul>
EMT Paramedic	<ul style="list-style-type: none"> <li>• Must hold a current EMT Paramedic license and current CPR certification</li> </ul>
<b><u>Radiology</u></b>	
ARRT Tech	<ul style="list-style-type: none"> <li>• Must hold a current Registry of Radiologic Technologists Oregon licensure</li> <li>• Additional to base rate <ul style="list-style-type: none"> <li>a. Mammography technology - \$80.50</li> <li>b. CT Technologist - \$1.00</li> <li>c. Ultrasound Technologist - \$2.50</li> <li>d. Advanced training on equipment - \$1.00</li> <li>e. Bone Density - \$.50</li> </ul> </li> </ul>
<b><u>Laboratory</u></b>	
Phlebotomist	Phlebotomy skills:
Medical Tech	Current MLT or MT certification/licensure
<b><u>Respiratory</u></b>	
Respiratory Therapist	<ul style="list-style-type: none"> <li>• Current Respiratory Therapist certification/licensure</li> </ul>
<b><u>Physical Therapy</u></b>	
Physical Therapist	<ul style="list-style-type: none"> <li>• Current Physical Therapist certification/licensure</li> </ul>
Physical Therapy Asst	Current Physical Therapy Assistant certification/licensure
<b><u>Business Office</u></b>	
Business Office I	<ul style="list-style-type: none"> <li>• Receptionist and/or file clerk</li> </ul>
Business Office II	Admitting and/or charge entry
Business Office III	<ul style="list-style-type: none"> <li>• Payroll data entry and/or accounts receivable data entry</li> </ul>
Business Office IV	<ul style="list-style-type: none"> <li>• Insurance Billing; or Accounts Payable; or Payroll Specialist</li> </ul>
Materials Management	<ul style="list-style-type: none"> <li>• Works in materials management department/ordering/organizing/inventory/distribution</li> </ul>
Business Office V	<ul style="list-style-type: none"> <li>• Patient Accounts collections</li> </ul>
<b><u>Health Information Management</u></b>	
HIM Clerk	<ul style="list-style-type: none"> <li>• File clerk</li> </ul>
HIM I	<ul style="list-style-type: none"> <li>• Transcriptionist</li> </ul>
HIM II	<ul style="list-style-type: none"> <li>• Transcriptionist and additional (coding, PACS, etc)</li> </ul>
HIM Coder	<ul style="list-style-type: none"> <li>•..... Certified Coder</li> </ul>
HIM RHIT	<ul style="list-style-type: none"> <li>•..... Current RHIT certification/licensure</li> </ul>

<b><u>Information Technology</u></b>	
IT Help Specialist	<ul style="list-style-type: none"> <li>• Minimum 2 years' experience providing end-user technical support in a corporate environment via email, telephone, remote desktop and face-to-face</li> <li>• Comprehensive knowledge of Microsoft Windows operating systems and office applications</li> <li>• Comprehensive knowledge of computer hardware installation and troubleshooting</li> <li>• General knowledge of Ethernet network client configuration and troubleshooting</li> <li>• Excellent communication skills</li> <li>• Strong analytical and problem solving skills</li> <li>• End-user computer and software training skills</li> </ul>
IT Network Adm I	<ul style="list-style-type: none"> <li>• Minimum 2 years' experience providing end-user technical support in a hospital environment via email, telephone, remote desktop and face-to-face</li> <li>• Strong analytical and problem solving skills</li> <li>• Strong understanding of Ethernet and wireless networks</li> <li>• Minimum 2 years' experience in server administration with Microsoft Windows 200x, Windows TCP/IP and Microsoft WSUS</li> <li>• Experience deploying and troubleshooting Dell server hardware</li> <li>• Experience managing Unitrends DPU and backup professional</li> </ul>
<b><u>Dietary</u></b>	
Dishwasher	<ul style="list-style-type: none"> <li>• base</li> </ul>
Diet Aide	<ul style="list-style-type: none"> <li>• base</li> </ul>
Cafeteria Aide	<ul style="list-style-type: none"> <li>• base</li> </ul>
Cook	<ul style="list-style-type: none"> <li>• base</li> </ul>
Diet Clerk	<ul style="list-style-type: none"> <li>• base</li> </ul>
<b><u>Housekeeping</u></b>	
Housekeeper	<ul style="list-style-type: none"> <li>• Operates all mechanical equipment; performs all housekeeping jobs</li> </ul>
<b><u>Laundry</u></b>	
Laundry Aide	base
<b><u>Home Health</u></b>	
HH Aide I/II/III	<ul style="list-style-type: none"> <li>• CNA certification with current BLS certification</li> </ul> 1-2 years' experience as home health aide or more than 4 years' experience in private duty home care
HH RN	<ul style="list-style-type: none"> <li>• Current Oregon RN license and BLS certification</li> <li>• Recent working experience (within 5 years) and more than 2 years' experience in multi-disciplinary setting; med/surg; or home health</li> <li>• Three or more years of recent home health experience or certified in either Home Health or Oncology and able to perform basic management duties</li> <li>• Eight or more years of recent home health experience or certified in Home Health and Oncology</li> <li>•</li> </ul>
WCHCD reserves the right to pay additional or premium wages under any particular classification in recognition of experience, willingness and/or efficiency; but such premium wage for such job shall not be considered as changing the base rate for that job. WCHCD shall advise the union in writing of all such premium rates paid when initiated or changed.	

**APPENDIX - D  
REGENCE MEDICAL BENEFITS  
CONTRACT 2016-2018**

Plan Design	Regence Innova \$5,000 <i>PPP / PAR / Out-of-Network</i>
<b>Annual Summary</b>	
<b>Lifetime Maximum:</b>	None
<b>Calendar Year Deductible:</b>	
<i>Individual:</i>	\$5,000 combined in / out
<i>Family:</i>	\$10,000 combined in / out
<b>Calendar Year Out of Pocket Max:</b>	
<i>Individual:</i>	\$6,350 combined in / out
<i>Family:</i>	\$12,700 combined in / out
<b>Member Copays and Coinsurance</b>	
<b>Office Copay:</b>	\$20 (no ded) / \$35 (no ded) / 50%
<b>Specialist Copay:</b>	\$20 (no ded) / \$35 (no ded) / 50%
<b>Preventive Care:</b>	No Charge / No Charge / 50% (no ded)
<b>Maternity Care: Pre&amp;Post Natal visits</b>	30% / 50% / 50%
<b>Maternity Care: Physician Delivery Fee</b>	30% / 50% / 50%
<b>Alternative Care:</b>	\$25 (no ded) to \$500 CYM
<b>Lab/X-Ray:</b>	No Charge first \$600, then 30% / No Charge first \$600, then 50%
<b>CT, MRI, PET, SCN, EKG and Ultrasound</b>	No Charge first \$600, then 50% / No Charge first \$600, then 50%
<b>Inpatient Hospital Copay:</b>	30% / 50% / 50%
<b>Outpatient Surgery Copay:</b>	30% / 50% / 50%
<b>Urgent Care:</b>	\$20 (no ded) / \$35 (no ded) / 50%
<b>Emergency Room:</b>	\$100 then 30%
<b>Vision:</b>	Available for additional fee
<b>Prescription:</b>	
<b>Medicare Part D Creditable:</b>	Yes
<i>Generic:</i>	\$10
<i>Preferred:</i>	\$50
<i>Non-Preferred:</i>	\$100
<i>Specialty Drug:</i>	Paid as any other medication
<i>Mail Order:</i>	2x copay for 90 day supply
<b>Enrollment &amp; Rates</b>	
<b>Major Medical Rates</b>	
<b>Employee:</b>	\$204.00
<b>Employee/Spouse:</b>	\$1,555.50
<b>Family:</b>	\$1,858.05
<b>Employee/Child (ren):</b>	\$1,301.15
<b>Premium Saver Rates</b>	
<i>\$6,000 Benefit (\$18 Deductible / 30% to \$1,350 cap insurance)</i>	
<b>Employee:</b>	\$97.60
<b>Employee/Spouse:</b>	\$214.01
<b>Family:</b>	\$303.03
<b>Employee/Child (ren):</b>	\$187.99

This proposal is a brief summary of the plan design; please refer to the benefit summary for actual plan detail.

**APPENDIX - D  
PACIFIC SOURCE DENTAL BENEFITS  
CONTRACT 2016-2018**

Plan Design	PacificSource Dental Advantage Premier VAR
<b>Preventive, Basic &amp; Major:</b>	
<b>Preventive:</b> <i>exams, cleanings, x-rays</i>	Incentive: 70/80/90/100
<b>Basic/Restorative:</b> <i>fillings, simple oral surgery</i>	Incentive: 70/80/90/100
<b>Majors:</b> <i>crowns, inlays, onlays</i>	50%
<b>Orthodontia:</b>	
<b>Orthodontia:</b> <i>adult / child</i>	<i>Not Included</i>
<b>Member Share:</b>	
<b>Exam Copay:</b>	None
<b>Calendar year max.:</b>	\$1,500
<b>Deductible:</b>	\$50
<b>Waived for Preventive:</b>	Yes
<b>Family deductible:</b>	\$150
<b>Waiting Period:</b>	
	12 mo. for majors (new hires)
<b>Credit for prior coverage:</b>	
	Yes
<b>UCR:</b>	
	Hold Harmless / 90%
<b>Open enrollment:</b>	
	Yes
<b>Participation:</b>	
	Requires 75%
<b>Enrollment and Rates:</b>	
<b>Rates:</b>	
<b>Employee:</b>	\$46.25
<b>Employee/Spouse (+1):</b>	\$94.68
<b>Employee/Family:</b>	\$158.11
<b>Employee/Child (ren):</b>	\$96.18

This proposal is a brief summary of the plan design; please refer to the benefit summary for actual plan detail.

**APPENDIX - D  
VSP VISION BENEFITS  
CONTRACT 2016-2018**

Plan Design	VSP Plan C
<b>Summary</b>	
<b>Network:</b>	<i>VSP / Out of Plan</i>
<b>Deductible</b> -Exams, Lenses (other than contacts), or Frames	\$10 Exams / \$25 Material
<b>Frequency:</b>	
<i>Exam</i>	Every 12 months
<i>Lens</i>	Every 12 months
<i>Frames</i>	Every 12 months
<b>Maximum Covered Expense:</b>	
Exam	100% / \$45
Frames	\$130 / \$70 allowance
Lenses (per pair)	
Single	100% / \$30
Bifocal	100% / \$50
Trifocal	100% / \$65
Lenticular	100% / \$100
Contact Lenses	
Elective	\$130 / \$105 allowance
Medically Necessary	100% / \$210
<b>Rates and Enrollment:</b>	
Rate Guarantee:	7/1/2017
<b>Rates:</b>	
Employee:	\$8.26
Employee/Spouse:	\$13.22
Family	\$21.75
Employee/Child(ren)	\$13.49
<i>Total</i>	

This proposal is a brief summary of the plan design; please refer to the benefit summary for actual plan detail.

**APPENDIX - D  
MUTUAL OF OMAHA LIFE/AD&D  
CONTRACT 2016-2018**

Plan Design	Mutual of Omaha
<b>Classification:</b>	
<i>Class I</i>	All full-time employees working 36+ hrs/wk
<i>Class II</i>	All full-time employees working 20 - 35.99 hrs/wk
<i>Class III</i>	All Providers and Executive Employees
<b>Life Benefits:</b>	
<i>Class I</i>	\$10,000
Guarantee Issue	\$10,000
<i>Class II</i>	\$10,000
Guarantee Issue	\$10,000
<i>Class III</i>	\$100,000
Guarantee Issue	\$100,000
Waiver of Premium	Included
Age Reduction	To 65% at age 70, to 50% at age 75+
Accelerated Benefit:	75%
Portability / Conversion:	Included
<b>AD&amp;D Benefits:</b>	
<i>Class I</i>	\$10,000
Guarantee Issue	\$10,000
<i>Class II</i>	\$10,000
Guarantee Issue	\$10,000
<i>Class III</i>	\$100,000
Guarantee Issue	\$100,000
<b>Additional Benefits Included:</b>	Travel Assistance, EAP (3 face-to-face visits)
Rate Guarantee	1 year (7/1/2017)
<b>Rates PEPM</b>	
Life:	\$3.55
AD&D:	\$0.35

This proposal is a brief summary of the plan design; please refer to the benefit summary for actual plan detail.

**APPENDIX - D  
MUTUAL OF OMAHA STD  
CONTRACT 2016-2018**

<b>Plan Design</b>	<b>Mutual of Omaha</b>
<b>Classification:</b>	
<i>Class I</i>	All full-time employees working 36+ hrs/wk
<i>Class II</i>	All full-time employees working 20 - 35.99 hrs/wk
<i>Class III</i>	All Nurse Practitioners, Providers, Executives and Directors working 20+ hrs/wk
<b>Benefits Begin:</b>	8th day
<b>Replacement Ratio:</b>	
<i>Class I / II / III</i>	60%
<b>Maximum Weekly Benefit:</b>	
<i>Class I</i>	\$1,000
<i>Class II</i>	\$1,000
<b>Benefit Duration:</b>	12 weeks
<b>Partial/Residual:</b>	Included
<b>Rate Guarantee:</b>	1 year (7/1/2017)
<b>Contribution: Class I &amp; III / Class II</b>	Non-Contributory / Employee Paid via Section 125
<b>FICA Payment / W-2 Preparation</b>	Included
<b>Rate PEPM:</b>	
	\$37.50

This proposal is a brief summary of the plan design; please refer to the benefit summary for actual plan detail.

**APPENDIX - D  
(VOLUNTARY) MUTUAL OF OMAHA LIFE/AD&D  
CONTRACT 2016-2018**

Plan Design	Mutual of Omaha
<b>Classification:</b>	
<i>Class I</i>	All full-time employees working 36+ hrs/wk
<i>Class II</i>	All full-time employees working 20 - 35.99 hrs/wk
<i>Class III</i>	N/A
<b>Life Benefits:</b>	
<b>Employee Life:</b>	5X annual salary, in \$10,000 increments, up to \$300,000 whichever is less
<i>Guarantee Issue:</i>	\$100,000
<b>Spouse Life:</b>	\$5,000 increments, up to \$250,000 and/or 100% of Employee's Benefit
<i>Guarantee Issue</i>	\$20,000
<b>Child Life:</b>	\$2,000 minimum in \$1,000 increments up to \$10,000
<i>Guarantee Issue</i>	\$10,000
<b>AD&amp;D Benefits:</b>	Same as Life Benefits
<b>Annual Increase Benefit:</b>	1 increment
<b>Age Reduction:</b>	65% at age 70, 50% at age 75+
<b>Accelerated Benefit:</b>	75% to \$150,000
<b>Portable/Convertible:</b>	Included
<b>Waiver of Premium</b>	Included
<b>Participation:</b>	36%
<b>Rate Guarantee</b>	1 year (7/1/2017)
<i>Age is based on same month as policy anniversary date. Fee</i>	
<b>Rates (per \$1,000)</b>	
<i>Under 20</i>	\$0.08
20-24	\$0.08
25-29	\$0.08
30-34	\$0.09
35-39	\$0.11
40-44	\$0.20
45-49	\$0.36
50-54	\$0.61
55-59	\$1.06
60-64	\$1.22
65-69	\$2.15
70-74	\$3.76
75-79	\$5.74
<b>Child Life Rates:</b>	\$0.25 per \$2,000, regardless of number of children covered
<b>AD&amp;D Rates per \$1,000</b>	
Employee	\$0.03
Spouse	\$0.05
Child(ren)	\$0.05

This proposal is a brief summary of the plan design; please refer to the benefit summary for actual plan detail.



**APPENDIX - D  
(VOLUNTARY) MUTUAL OF OMAHA LTD  
CONTRACT 2016-2018**

Plan Design	Mutual of Omaha	
<b>Classification:</b>		
<b>Class I</b>	All full-time employees working 36+ hrs/wk	
<b>Class II</b>	All full-time employees working 20 - 35.99 hrs/wk	
<b>Class III</b>	All Eligible Nurse Practitioners working 20+ hrs/wk	
<b>Class IV</b>	All Eligible Providers and Executives working 20 hrs/wk	
<b>Class V</b>	All Eligible Directors working 20 hrs/wk	
<b>Replacement Ratio:</b>		
<b>All Classes</b>	60%	
<b>Max. Monthly Benefit:</b>		
<b>Class I</b>	\$5,000	
<b>Class II</b>	\$5,000	
<b>Class III</b>	\$10,000	
<b>Class IV</b>	\$10,000	
<b>Class V</b>	\$5,000	
<b>Guarantee Issue:</b>		
<b>Class I</b>	\$5,000	
<b>Class II</b>	\$5,000	
<b>Class III</b>	\$10,000	
<b>Class IV</b>	\$10,000	
<b>Class V</b>	\$5,000	
<b>Guarantee Issue:</b>		
<b>Elimination Period:</b>	90 days	
<b>Definition of Disability:</b>		
<b>Class I</b>	24 month own occupation	
<b>Class II</b>	24 month own occupation	
<b>Class III</b>	24 month own occupation	
<b>Class IV</b>	Own occupation to age 65	
<b>Class V</b>	24 month own occupation	
<b>Benefit Duration:</b>	RBD to SSNRA	
<b>Integration:</b>	Family	
<b>Mental/Nervous:</b>	24 months - lifetime	
<b>Drug/Alcohol:</b>	24 months - lifetime	
<b>Partial/Residual:</b>	Included	
<b>Pre-Existing Condition:</b>	12/12	
<b>ER Contribution: Class I, II, V / III, IV</b>	Contributory / Non-Contributory	
<b>Participation: (Greater of)</b>	25%	
<b>Volume:</b>	412 Participants	\$59,406      \$56,565
<b>Rate Guarantee:</b>	1 year (7/1/2017)	
<b>Rates:</b>		
<b>Rate per \$100:</b>	<b>Class I, II, V</b>	<b>Class III, IV</b>
<19	\$0.17	\$1.33
20-24	\$0.17	
25-29	\$0.20	
30-34	\$0.34	
35-39	\$0.42	
40-44	\$0.64	
45-49	\$0.80	
50-54	\$1.12	
55-59	\$1.07	
60-64	\$1.95	
65-69	\$1.99	
70-74	\$1.65	
75+	\$1.95	

This proposal is a brief summary of the plan design; please refer to the benefit summary for actual plan detail.

