

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SAMARITAN HEALTHCARE
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8**

*Agreement to Provide Daily Overtime Premium and Premium Pay for Shifts in Excess of
Scheduled Shifts and FTE Through Remaining Contract Term*

This is a Memorandum of Understanding between Grant County Public Hospital District No. 1 d/b/a Samaritan Healthcare (“Samaritan” or “Employer”) and Office and Professional Employees International Union, Local 8 (“OPEIU” or “Union”); collectively the “parties”.

The parties’ 2023-2026 Collective Bargaining Agreement (the “2023-2026 CBA”) provides an overtime premium for hours worked in excess of eight hours per day, but does not extend a similar premium to 10- and 12-hour alternative shift employees who work in excess of their standard shift length. The 2023-2026 CBA currently provides premium pay to part-time employees who work unscheduled shifts on 24-hour short notice, but does not provide broader premium pay for regular employees who work shifts that are above their FTE and in addition to scheduled shifts.

The parties desire to enter into an agreement for the remaining term of their 2023-2026 CBA to extend a daily overtime premium to employees who work alternative 10- and 12-hour shifts and to create a broader shift premium for work in addition to scheduled shifts and FTE.

The parties desire for this MOU to become effective the first full pay period following the full execution of this MOU and to supersede any contrary provisions in their 2023-2026 CBA until the expiration of that agreement on June 30, 2026 or until the implementation of a mutually ratified successor CBA, whichever comes first. Upon the first of those events, this MOU will expire of its own accord and all 2023-2026 CBA or successor CBA language will apply without further bargaining obligation.

Therefore, the parties mutually agree as follows:

1. Effective the first full pay period following the full execution of this MOU, employees who work alternative scheduled shifts of more than eight (8) hours of work up to a maximum of twelve (12) hours of work (including scheduled 10- and 12-hour shifts) will be paid overtime premium compensation of one and one-half (1½) times the employee’s normal rate of pay for hours worked in excess of such scheduled workday shifts.
2. Effective the first full pay period following the full execution of this MOU, a regular full- or part-time employee who works a shift in addition to the employee’s normal weekly FTE and in addition to the shifts the employee is scheduled by the Employer to work under Sections 12.1-12.2 including shifts that have been scheduled through the open shift scheduling process, will receive a minimum of two (2) hours’ work or two (2) hours’ pay at the premium rate of time and one half



(1½) the employee's normal rate of pay. This premium will not apply to standby and callback assignments under 2023-2026 CBA Sections 13.9, 13.9.1 and 13.10 and shall not apply to education, meeting, or training time. 2023-2026 CBA Sections 12.4 and 12.4.1 will not apply to or be applied based on an additional shift under this provision. Employees who work a shift that would qualify for this premium rate, but who then become ineligible because they do not work their normal FTE for the week, will not receive the premium rate and will instead be paid for the shift at the employee's normal rate of pay. However, employees who do not work their FTE for the week solely due to LC or LCSB will remain eligible and will still receive the premium rate.

3. There shall be no pyramiding or duplication of any overtime pay and/or any form of premium pay under the CBA or this MOU. When an employee is eligible for two or more forms of overtime and/or premium pay, the employee will only receive the highest pay rate.

4. The provisions of this MOU supersede any contrary provisions of the 2023-2026 CBA. Section 11.4.3 of the 2023-2026 CBA will be suspended and will not apply during the term of this MOU.

5. This MOU will continue in force until the expiration of the 2023-2026 CBA on June 30, 2026 or until the implementation of a mutually ratified successor CBA, whichever comes first. Upon expiration of the 2023-2026 CBA or the implementation of a mutually ratified successor CBA, whichever comes first, this MOU will expire of its own accord and be null and void. At that time, all 2023-2026 CBA language or mutually ratified successor CBA language will apply without further bargaining obligation on either party.

Agreed,

Office and Professional Employees International Union, Local 8	Samaritan Healthcare
By: <u>Rose Powers</u>	By: <u>Steven Brooks</u>
Signature: <u></u>	Signature: <u></u>
Date: <u>1/17/26</u>	Date: <u>1/20/26</u>