

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**OHSU March Wellness Center**  
**AFSCME Council NO 75, Local 328**

Oregon Health & Science University (OHSU), March Wellness Center and AFSCME Local 328 (Union) acknowledge that creation of the March Wellness Center introduces new job classifications to the relationship between the parties. Further, it is in the mutual interests of OHSU, the Union, and employees to ensure market competitive terms and conditions of employment. As a result, OHSU and AFSCME agree to the following provisions as set forth in this MOU as a way to address the unique operational needs of the March Wellness Center related to classifications, pay rates and other terms and conditions of employment. This MOU replaces trial period MOU of December 18, 2006 and reflects new changes as a result of business and operational needs.

March Wellness employs a variety of job classifications and may review or change these classifications as business needs change. Currently, the terms of this MOU are to clarify the various types of positions and their compensation and benefits. Below is a description of each.

**1. General Agreements that affect all March Wellness Staff:**

- a) The March Wellness Center may exceed the 15% limitation for flex employees as currently described in the AFSCME/OHSU collective bargaining agreement, Appendix B – Section 1.
- b) Employees may hold more than one job classification and be paid at rates consistent with each of these classifications.

**2. Exercise Specialists (Typically work with individual clients via scheduled appointments and the exercise floor providing assistance to Wellness members on an individual basis):**

- a) May be hired as Regular FTE, Flex or Relief staff as determined by management. Starting hourly rates may vary with type of assignment, certification, experience and training for each individual within the established pay scale.
- b) A differential of \$5.00 per hour shall be provided when assigned as a Personal Trainer.

**3. Fitness Instructors (Typically work as group exercise instructors):**

- a) May be hired as Regular FTE, Flex or Relief staff as determined by management.
- b) Fitness Instructors may hold a secondary position with the commensurate wage rate.
- c) Are exempt from receiving shift differential and annual pay step increases.
- d) Starting hourly rates may vary with type of assignment, certification, experience and training for each individual within the established pay range.
- e) Will receive \$8.00 per hour for meeting times and additional duties as assigned.

**4. MARCH Spa Service Personnel:**

- a) May be hired as Flex Staff (with benefits outlined below), relief, or regular FTE employees as determined by management.
- b) Work schedules are determined by management.
- c) Are eligible to receive tips based upon services rendered.

Flex Staff:

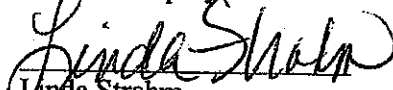
- a) Will be paid per service delivered per the attached wage schedule.
- b) Will receive \$8.00 per hour for meeting times and additional duties as assigned.
- c) Are eligible for the same benefits as regular FTE employees based on hours worked as required under current OHSU policy.
- d) Are exempt from receiving shift differential.
- e) Are eligible for Paid Time off (PTO). Employees can accrue up to a maximum of 80 hours per calendar year.
- f) This PTO can be used for vacation, sick and holidays PTO will be calculated at the end of each pay period and the number of PTO hours will be determined based on the number of hours worked within the pay period.
- h) PTO will be paid out upon separation of employment.
- i) This PTO will be calculated and maintained by March Wellness management.

FTE and Relief Employees:

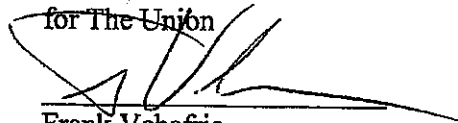
- a) FTE service employees will earn their hourly rate and a premium for each service provided according the attached schedule.
  - b) Are exempt from receiving shift differential and annual step increases.
5. This MOU will become effective Pay Period 24 – November 12, 2007 and will be subject to review in June 2008. The parties will meet to review the MOU and discuss recommendations for change. If agreement is not reached, either party may cancel this MOU with 30 days notice.

This Memorandum of Understanding is fully executed this 5<sup>th</sup> day of November 2007.

For The Employer

  
Linda Strahm  
Director, Human Resources  
Central Services, Research and Academic

for The Union

  
Frank Vehafic  
Council Representative  
AFCME

**March Wellness Wage Rates - November 12, 2007**

**Massage Therapist**

Option 1  
Flex with benefits  
\$24-\$28 per 75 minute

Option 2  
FTE or Relief  
\$8 base for assigned hours  
\$10 - 12 differential for 75 minute  
Differential rate depends on experience

**Aesthetician**

Option 1  
Flex with benefits  
\$24-\$28 per 75 minute

Option 2  
FTE or Relief  
\$8 base for assigned hours  
\$10 - \$12 differential for 75 minute  
Differential rate depends on experience

**Nail Technician**

Option 1  
Flex with benefits  
\$10 manicure, \$16 pedicure

Option 2  
FTE or Relief  
\$8 base for assigned hours  
\$2-\$3 differential per 60 min manicure  
\$4-\$5 differential per 60 min pedicure

**Acupuncturist**

Option 1  
FTE  
\$8 base for assigned hours  
\$12 differential per service  
\$18 differential intake service

Option 2  
NA  
NA  
NA  
NA

**Exercise Specialist \***

Personal training rate (PTR) = \$5

NA

\* Differential paid to exercise specialist who work as personal trainers

When FTE employees reach 2080 hours of service they will receive a raise in base pay equivalent

This wage schedule will open June 2008