



COLLECTIVE BARGAINING AGREEMENT

between

PEACEHEALTH PEACE HARBOR MEDICAL CENTER



SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 49

in effect from

July 1, 2023

through

JUNE 30, 2026



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ARTICLE 1
RECOGNITION AND BARGAINING UNIT

1.1 Parties to this Agreement. This Agreement is made between PeaceHealth Peace Harbor (“Employer”) and Service Employees International Union, Local No.49, (the “Union”).

1.1.1 Recognition and Bargaining Unit Descriptions. The Employer recognizes the Union as the exclusive collective bargaining representative of all full-time, regular part-time, and per diem nonprofessional employees, employed by the Employer, including those classifications certified in the election conducted by the National Labor Relations Board, Case Number 19-RC-200456.

ARTICLE 2
EMPLOYER RIGHTS

The union recognizes the Employer’s right to operate and manage its business and facilities. Except where limited by a specific provision of this Agreement, all rights are subject to the Employer’s exclusive control. These rights include but are not limited to the following: to determine the number of employees to be employed in each operation, shift, or department; to establish, change, modify, interpret or abolish the Employer’s policies and procedures; to increase or diminish, change, improve or discontinue operations, programs and jobs, in whole or in part; to increase or diminish, change, improve or discontinue personnel, in whole or in part; to hire, promote, and transfer employees; to suspend, discharge, demote and discipline employees for just cause; to determine the duties of and to direct employees in their duties, including direction as to the location of the work to be performed; to lay off employees; to authorize work to be performed by any outside person or entity as selected by the Employer, including the subcontracting of work; to evaluate the performance and competency of employees in their assigned work; to increase or change the content, substance or methodology of any work assignment; to determine materials and equipment to be used; to reward and pay employees; and to determine working schedules, including allocation of and requirement of overtime. The parties recognize that the above list is for illustrative purposes and does not exclude those rights and responsibilities not mentioned above.

The Employer’s failure to exercise any right, prerogative or function hereby reserved to it, or the Employer’s exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer’s right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.

ARTICLE 3 **MEMBERSHIP**

3.1 Union Membership. All employees will, within thirty-one (31) days after hire or the signing of this Agreement, whichever occurs later, become and remain members in good standing of the Union as a condition of employment. Membership in good standing shall be defined as the obligation to pay periodic dues and initiation fees, or upon request from an employee who wishes to pay an agency fee in lieu of membership in the Union, to pay that portion thereof which represents the Union's costs of representing employees. Newly hired employees will be made aware of this provision at the time of orientation. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

3.2 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising his or her right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

3.3 Hold Harmless. The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

3.4 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues and, where applicable, an initiation fee from the pay of each member of the Union who voluntarily executes a written authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. The Employer will also provide a roster in electronic format that includes the employee's name and identification number, the amount deducted, and earnings for the pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.5 Bargaining Union Roster. The employer shall submit monthly to the Union a report or reports covering all bargaining unit employees currently employed by the Employer, including their name, address, primary phone number, work email address, employee identification number, job title, department name, date of hire, rate of pay, monthly gross pay (overtime excluded),

straight time monthly hours, FTE status, dues deduction, COPE deduction, and any employee terminations or transfers from the bargaining unit.

3.6 Voluntary Committee on Political Education (COPE) Contributions. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a COPE written authorization form. When filed with the Employer, the authorized form will be honored in accordance with its terms. The union will provide a monthly report of any changes to the fixed COPE amounts.

3.7 The parties acknowledge and agree that the term “written authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

ARTICLE 4

UNION COMMUNICATION AND REPRESENTATIVES

4.1 Bulletin Boards. Employer will provide to the Union, bulletin board space for posting of notices of Union elections and results, Union meetings, Union educational classes and other Union related notices. There will be designated space provided on departmental bulletin boards located in non-patient care areas, such as break rooms, that are accessible to bargaining unit members. The Employer reserves the right to remove any discriminatory notices or information with profane, libelous or malicious content. Any material removed will be returned to the Union upon request.

4.2 Access to Premises. Duly authorized representatives of the Union shall be permitted at all reasonable times to enter locations operated by the Employer for the purpose of transacting Union business and observing working conditions under which employees covered by this Agreement are employed; provided, however, that the Union’s representatives shall upon arrival, notify the Director of Human Resources or designee of the intent to transact Union business. The Union representative shall advise the Director of Human Resources or designee as to which department or areas they wish to visit, and confine their visits to such department or areas. Transaction of any business shall be conducted in an appropriate non-working area and shall not interfere with the work of employees.

4.3 Negotiating Team. Peace Harbor shall make a good faith effort to grant requested time off for all employees who are officially selected SEIU bargaining team members to attend local bargaining. The team members must give reasonable advance notice of any such requests to Peace Harbor. Negotiating team members will be able to take scheduled PTO for this time if requested but they will not be required to utilize PTO.

4.4 Bargaining Unit Meetings. The Union may hold bargaining unit meetings on the Employer's premises for the purposes of Agreement negotiations and administration of mutually agreed upon bargaining unit employee education by scheduling such meetings with the Director of Human Resources or his or her designee at mutually agreeable times and places. Bargaining unit employees may attend such meetings only on their non-working time.

4.5 New Employee Orientation. The Employer will provide advance notice to the Union with the schedule for new employee orientation, the schedule for the Union to present to new employees for up to 30 minutes during the orientation, and the location of the orientation.

The Employer will provide a Union Representative with the opportunity, on released time without pay, to meet with new bargaining unit members at the new employee orientation or during an alternate time during the orientation process. New employees will be paid for up to 30 minutes for this piece of orientation.

4.6 Printing of Agreement. The Employer and the Union will share equally the cost of printing sufficient copies of this Agreement for distribution by the Union. The content of the cover to this Agreement shall be determined by mutual agreement between the parties.

4.7 Union Representatives. The Union shall provide to the Employer a list of all elected Union representatives from the bargaining unit. Union representatives shall not be recognized by the Employer until the Union has given the Employer written notice of their selection and their scope of authority.

4.8 Union Representatives/Stewards. Union Representatives/Stewards shall be paid their regular rate of pay if they attend official grievances and disciplinary meetings during their shift as requested by the Employer.

ARTICLE 5 **EMPLOYEE DEFINITIONS**

5.1 Full time Employee. A full-time employee is an employee who is regularly scheduled to work 40 hours per week or 80 per two-week period.

5.2 Part-Time Employee. A part-time employee is any employee who is regularly scheduled to work less than 40 hours per week or 80 hours in a per two-week period.

5.3 Per Diem Employee. An employee employed to work on an intermittent basis or to supplement the regular work force on a scheduled or unscheduled basis to provide coverage for emergencies, employee, absenteeism or other unexpected events after full-time and part-time employees are scheduled for their assigned FTE. Per Diem employees must as a condition of employment agree to work with sufficient frequency to maintain the skills of their position and to meet the needs of their work unit as determined by the Employer.

5.3.1 All Per Diem caregivers must make themselves available for at least one of the following Winter Holidays; Thanksgiving, Christmas Eve and/or Christmas.

5.4 Change in FTE & Per Diem Status. If an employee works for more than 120 days with increased hours the employee or the Union shall have the right to request in writing a review of the employee's assigned FTE status. The review will be limited to hours regularly scheduled. Hours in relief for vacation, sick leave, or leave of absence of another employee will be excluded from consideration. The request shall be submitted to Human Resources. If the review process results in a determination that an increased FTE status within the unit is warranted, a position shall be posted.

ARTICLE 6 **SENIORITY**

6.1 Definitions. Seniority shall be defined as follows:

6.1.1 "PeaceHealth Seniority" shall mean continuous length of employment within the PeaceHealth system.

6.1.2 "Union Seniority" shall mean an employee's length of employment in the bargaining unit.

6.2 Union Seniority. Full-Time, Part-time and Per Diem Employees shall be credited with one year of Union Seniority for every one year of continuous employment in the bargaining unit with Peace Harbor, prorated on monthly increments. For employees working at the time of ratification, Union Seniority will be based on their most recent date of hire at Peace Harbor.

6.3 Breaks in Services. An employee's Union Seniority will be broken for all purpose if:

6.3.1 The employee terminates voluntarily and is rehired by Peace Harbor in a bargaining unit position more than six (6) months later.

6.3.2 The employee terminates through layoff and is rehired by Peace Harbor more than one (1) year later.

6.3.3 The employee is discharged from employment for just cause, except in the case of an introductory employee whose seniority shall be broken after discharge regardless of the reason.

6.4 Seniority Tie Breaker. If employees have the same union seniority date, the following tie breaker will be used to determine the seniority order:

6.4.1 Total number of hours paid in the previous twenty-four (24) months will be used to determine the most senior employee.

ARTICLE 7
INTRODUCTORY PERIOD

The first 120 calendar days of continuous employment with the employer shall be considered an introductory period. During or at the conclusion of the introductory period, the Employer may decide to terminate the employment relationship for any reason without notice or pay in lieu of notice, and such termination shall not be subject to the grievance procedure. The introductory period, with mutual agreement between the Employer and the Union, may be an extended for up to 60 additional days.

ARTICLE 8
EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

Mutual Respect

The Union and the Employer are jointly committed to a workplace that is free from discrimination, harassment, bullying, and violence. The Union and the Employer strive to provide a harmonious work environment to ensure fair and honest treatment of all members. As such, all employees are expected to treat each other with dignity and mutual respect.

Nothing in this Article shall preclude or waive any right of the employee to seek any rights or remedies which they may be entitled to under the law, statute or otherwise.

The Employer shall not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, national origin, ethnicity, nationality, immigration status, citizenship, ancestry, religion, creed, sincerely held belief, age, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), marital status, sexual orientation, gender identity, gender expression, transgender status, gender stereotypes, disability, military or veteran status, physical or mental disability, medical condition, genetic information or characteristics of an employee or employee's family member; status as a victim of domestic violence, sexual assault, or stalking; or any other category protected by law.

Employees violating the Employer's anti-harassment policy are subject to appropriate corrective action, up to and including termination.

In the event that the Americans with Disabilities Act (ADA) or any other law requiring accommodation of an employee conflicts with the provisions of this Agreement, such law will control.

The parties recognize that under the Americans with Disabilities Act (ADA) no Employer or Union may discriminate against a qualified individual with a disability in regard to the job application process, hiring, discharge, employee compensation, advancement, reinstatement, job training, and any other comparable conditions or privileges of employment. Therefore, efforts by the Employer to comply with the ADA shall not be deemed a violation of this

Agreement. The labor agreement may be waived, to the extent necessary, upon agreement by both parties, to ensure compliance with the ADA.

Any employee who believes they are being retaliated against should raise their concerns with an appropriate manager, supervisor, or Human Resources representative as soon as possible.

Respect for all Gendered Employees

All employees have the right to self-identify with a sex/gender that is not the sex/gender listed on their birth certificate or other government provided documents. The employer will use the sex/gender and pronouns reported by the employee.

Employees who are transitioning can meet with Human Resources to discuss a plan to transition which will include a plan to transition employee records, identification, and other pertinent information to the sex/gender identified by the employee.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.1 Discipline and Discharge:

1. No employee shall be disciplined or discharged without just cause.
2. The Employer agrees that progressive discipline should apply to those cases where the employee's conduct or performance does not warrant a more severe level of discipline, including immediate discharge. Possible causes for immediate discharge include, but are not limited to the following: improper treatment or discourtesy to patients and visitors; insubordination and disrespectful conduct to supervisors and others; sexual harassment or other forms of harassment of employees or customers; dishonesty; theft; violation of patient or employee confidentiality; intoxication or consuming alcoholic beverages or harmful drugs on the Employer's business; falsification of employment or personal history data.
3. Except in cases where mitigating circumstances can be demonstrated, the Employer will commence investigations of employees that may result in disciplinary action within thirty (30) days of management's knowledge of the incident(s).
4. The forgoing shall not limit the employer's right to place an employee on paid suspension pending an investigation. No employee shall be subject to an investigatory suspension for more than 14 days, unless mutually agreed to.
5. An employee involved in an investigatory meeting with management will be advised of the reason for the meeting and whether or not it's related to discipline.

9.2 Removal of Written Discipline. Upon request by the employee, written disciplinary notices will be removed from the employee's personnel file after two (2) years if there have been no further disciplinary occurrences during that two-year period, with the following exceptions: (1) violation of the Employer's non-discrimination policies, including sexual harassment; (2) conduct threatening or endangering patient safety; (3) assault/violence against another person ; (4) theft or falsifying records; (5) unlawful breach of confidentiality or other privacy violations; or (6) violation of the Employer's substance free workplace policy.

ARTICLE 10

EMPLOYEE PERSONNEL FILES

The employer will comply with all statutory requirements applying to personnel records, as outlined in Oregon State law ORS 652.750. At the request of an employee, the employer shall provide reasonable opportunity for the employee to inspect, at the place of employment or place of work assignment those personnel records of the employee which are used or have been used to determine the employee's qualification for employment, promotion, additional compensation or employment termination or other disciplinary action. At the request of the employee, the employer shall furnish such records within seven (7) business days.

ARTICLE 11

JOB POSTINGS AND FILLING OF VACANCIES

11.1 Job Postings. Job vacancies covered by this agreement will be posted by the employer. The Employer shall make decisions, at its sole discretion, as to whether vacancies exist.

11.2 Filling of Vacancies. To be considered for a posted position an employee must apply in accordance with the employers' policy and procedure. Bargaining unit candidates will be considered for the first seven (7) calendar days of posting prior to considering non-bargaining unit candidates. In the event a bargaining unit employee fails to submit a bid for a posted position within seven (7) calendar days, the employer shall be free to select the most qualified applicant. It is also understood that if more than one bargaining unit employee applies and meets the criteria outlined below, the position will be awarded to the most senior bargaining unit employee.

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

11.2.2 Employees must be in their current position for a minimum of six (6) months in order to be eligible to apply for a posted position, unless the employer agrees otherwise.

11.2.3 Employees who received formal corrective action within the last 90 days will not be considered for job vacancies, unless the employer agrees otherwise.

11.3 Returning to Previous Job. If at any time within the first ninety (90) days, the employer determines that the employee is unable to perform satisfactorily, such employee may be returned to his/her former position including shift, assignment and scheduled hours without loss of seniority, provided his/her former position is still available. If the employee's position is not available, the employee will be returned to a comparable position in the same department and job title, if available.

ARTICLE 12
NEW AND SUBSTANTIALLY MODIFIED POSITIONS

If the Employer creates a new bargaining unit position or substantially changes the requirements, responsibilities and duties of an existing position, the Employer shall provide written notice to the Union, including the position description and a proposed rate of pay, at least fourteen (14) days prior to implementation of the new or substantially revised position. If the Union requests bargaining within 14 days after receipt of the notice, the parties will meet to bargain the rate of pay. The Employer's proposed rate shall be paid while negotiations proceed.

ARTICLE 13
WORK SCHEDULES

13.1 Work Schedules. Work schedules will be a minimum of 4 weeks in length. Work schedules shall be posted at least 2 weeks (14 days) prior to the beginning of the schedule. Requests for scheduled days off, or to retract scheduled days off shall be submitted in accordance with unit guidelines. Once the schedule is posted, requests to take scheduled time off need not be granted.

Employees will not be scheduled beyond their FTE without their consent, provided that this clause does not prevent the Employer from requiring attendance beyond the employee's FTE at mandatory trainings and staff meetings.

The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation subject to the following:

1. The Employer will make a good-faith effort to maintain scheduled patterns of anticipated days off for full-time and part-time employees.
2. When a part time or full time Employee is available to work their typically scheduled pattern the Employer will make an effort not to displace them with a per diem employee.
3. It is the responsibility of the employee to check the schedule once posted.
4. Once posted the schedule will only be changed by mutual agreement between the employer and the employee.

13.2 Employee initiated schedule exchanges. Employees may exchange scheduled days as long as:

- a) The competencies are relatively equal,
- b) no overtime or other premium pay results (unless approved by a supervisor),
- c) and the change is approved in advance by the appropriate manager or designee.

13.3 Floating. A certified nursing assistant (C.N.A), Patient Team Support, or Unit Coordinator who is scheduled to work on his/her assigned unit may be required to float to any other nursing unit.

The above shall receive float assignments consistent with their skills, competencies and the patient population to which they are oriented. Among those employees who are competent to float shall be floated in the following order:

1. Volunteers,
2. Agency and travelers,
3. Float pool,
4. And then by an equitable system of rotation among those remaining.

ARTICLE 14 **LOW CENSUS**

Low census is defined as a reduction of hours for all or part of any employee's shift as necessitated by reduced medical center volumes or other occasions when staffing levels must be adjusted on a temporary basis. If an employee is low censused, the employee may choose to take time off without the use of Paid Time Off (PTO).

Employees who have been placed on low census may be placed on-call by the Employer for the first four (4) hours of their shift. By mutual agreement, Employees may volunteer to remain on-call for the remainder of their shift.

Prior to implementing low census procedure and assuming there are not volunteers, the employer will make a good faith effort to find suitable alternative work. Provided the department has the appropriate skill mix, employees will be low censused in the following order.

1. Volunteers on an equitable rotation, starting with most senior employee.
2. Agency personnel, travelers and temporary employees.
3. Employees working at an overtime or premium rate of pay.
4. Per Diem employees.
5. Full-time and part-time employees working their regularly scheduled shift, on an equitable rotation basis that starts with the least senior employee, provided that skills, competency, ability and availability are considered equal.

ARTICLE 15
HOURS OF WORK AND OVERTIME

15.1 Work Period. The normal work period will consist of forty (40) hours within a designated seven (7) day period or eighty (80) hours within a designated fourteen (14) day period.

15.2 Shift Length. The predominate length of a shift is eight (8) hours. The Employer reserves the right to assign employees in a job classification or unit to straight time 9, 10 and/or 12 hour shifts as needed. The Employer shall notify the Union at least four (4) weeks in advance prior to changing the shift within a department or unit. Upon request, the Employer shall meet with the Union to discuss the impact of such change, including the impact on any particular employee or groups of employees.

15.3 Overtime and Excess of the Standard Scheduled Shift. All time worked in excess of forty (40) hours during a designated seven (7) day period will be considered overtime, unless the employee is assigned to work eighty (80) hours during a designated 14-day period, in which case all time worked in excess of eight (8) hours during any one day or in excess of 80 hours during the 14-day period will be considered overtime. All time worked in excess of twelve (12) consecutive hours will also be considered overtime. Overtime shall also include all time worked in excess of the employee's standard scheduled shift of at least eight (8) hours on any regular scheduled workday after the third full pay period following ratification. Employees assigned to 9, 10 and/or 12 hours shifts will receive overtime when working in excess of their standard scheduled shift. All overtime must be properly authorized by the Employer. All hours worked are paid even if not authorized. All overtime will be paid at the rate of one and one-half (1^{1/2}) times the employee's regular rate of pay, including shift differentials, and will be paid according to the Fair Labor Standards Act. This may also include items such as other differentials and other premium pay, if applicable. There will be no pyramiding or duplication of overtime pay. Non-worked hours are not included for purposes of determining overtime such as on-call hours, paid time off, jury duty, bereavement and any paid leaves of absence.

15.4 Overtime Assignment. When the Employer determines overtime, work is necessary to complete a task begun on an employee's regularly scheduled shift, the Employer will offer overtime to that employee. In other cases, the Employer will make available overtime work based on volunteer basis; if two or more employees are willing to work the overtime work will be given to the most senior employee who is qualified.

15.5 Shift Rotation. The Employer has the right to rotate an employee to a shift other than his or her assigned shift based on emergent need. Unless mutually agreeable by the Employer and the employee involved, shift rotation will be used only when necessary as determined by the Employer. If shift rotation is necessary volunteers will be sought first and, if there are insufficient volunteers, shift rotation will be assigned in the reverse order of seniority, unless skill, ability, experience, competency and/or qualifications require otherwise in the Employer's judgment. Because shift rotation is considered an assignment rather than a position, there shall be no posting of shift rotations.

15.6 Report Pay. Employees who report for work as scheduled shall be paid a minimum of two (2) hours' report pay at the straight time rate, unless the Employer makes a reasonable effort to notify the employee no less than one (1) hour prior to the beginning of the scheduled shift that he/she should not report. An employee may voluntarily agree to leave prior to expiration of the two-hour period in lieu of staying and being paid for the full two hours.

15.7 Rest Between Shifts. Unless performing standby duty, each employee is entitled to an unbroken rest period of at least ten (10) hours between shifts. Any time worked without the required rest will be paid at the premium rate of time and one-half the regular rate of pay. Working as a result of approved shift trades or attending department meetings, in-service or education day shall not apply.

15.8 Consecutive Weekends. The Employer will make all reasonable efforts to schedule employees so that they have at least every other weekend off. In the event that an employee is required to work on two (2) consecutive weekends, all time worked on the second weekend will be paid for at the rate of 1½ times the employee's regular hourly rate of pay. The next regularly scheduled weekend will be paid at the employee's regular rate of pay. For purposes of this provision, the weekend is defined as commencing at 23:00 on Friday and concluding at 23:30 on Sunday. This paragraph shall not apply to Per Diem employees and if the employee voluntarily agrees to work on the weekend either at the time of hire or thereafter (including any trading of weekend work). A weekend is defined as Saturday and Sunday for the first and second shifts; and, for the third shift, Friday and Saturday or Saturday and Sunday, as designated by Peace Harbor upon a caregiver's employment or subsequently upon a caregiver's change of unit, hours or position title.

15.9 Work in Advance of Shift. When an employee, at the request of the Employer, reports for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1½) times the regular rate of pay.

15.10 Holidays. All hours worked on the following recognized holidays will be paid at the rate of time and one-half times the regular rate of pay:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas
Christmas Eve

Holiday pay shall apply for all hours worked from 11:00 p.m. on the day preceding the holiday until 10:59 p.m. on the actual holiday.

15.11 Sixth and Consecutive Day. Scheduling of over six (6) consecutive days of work is discouraged and should be done only in emergent situations regardless of work week or to accommodate an employee's request. Premium pay of time and one half (1 1/2) the employee's regular rate of pay will be paid on the sixth consecutive day worked, and each subsequent consecutive day worked, following five (5) consecutive days already worked, unless waived by mutual agreement (this exclusion includes employees working a regular 8/80 schedule).

- a) Any day the caregiver worked four or more hours, will count toward sixth and consecutive day pay under this section. For purpose of this section, "day" is defined as the calendar day on which the caregiver's scheduled shift begins.
- b) Peace Harbor may cancel any day of work to break the consecutive day cycle.
- c) This section shall not apply to employee requests or employee initiated shift or schedule exchange.

15.12 Emergency Work Scheduling. Changes of an employee's scheduled shift length which do not affect the employee's working days and days off can be made by the Employer without the notice required under sub-section 15.2 of this Article in case of an emergency situation; provided, however, that the first shift on the new schedule shall be paid at the overtime rate. Such change may remain in effect during the duration of the emergency. Emergency shall be defined as a situation that could cause immediate risk to health, life, property, or environment in the region for which the Employer could not pre-plan, including severe weather or a natural disaster. Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees. The employee shall maintain their right to their regular shift and may be transferred to their normal shift at the end of the emergency without penalty.

ARTICLE 16

MEALS AND REST PERIODS

The employer will provide meal and rest periods in accordance with state and federal laws except that the employer agrees to provide rest periods in 15-minute increments in accordance with the employers' policy. A rest period may be allowed in conjunction with the meal period, as determined and approved by the Employer.

ARTICLE 17
DIFFERENTIALS AND OTHER PAY PROVISIONS

17.1 Shift Differential. The evening shift is defined as 1500 to 2330. Employees who work three (3) or more hours during the evening shift shall receive a differential of \$1.50 for all hours worked on the evening shift. The night shift is defined at 2300 to 0730. Employees who work three (3) or more hours during the night shift shall receive a differential of \$2.50 for all hours worked on the night shift. Shift differentials are included in determining the rate of pay for caregivers assigned to evening and/or night shift for paid leaves, holiday and paid time off. Shift differentials are not included in paid time off cash-out calculations.

Employees that meet the requirements of the above paragraph and who work beyond the end of the standard night shift time ranges, are subject to a two (2) hour expansion period. Work that extends up to two (2) hours beyond the end of a standard night shift shall continue to earn differential pay at the same differential rate. Consecutive work performed beyond the two-hour expansion period into day shift will not be compensated with the night shift differential.

17.2 Standby Pay. Employees not on duty but required to remain available to physically report in for work on short notice will be compensated at the rate of \$3.75 per standby hour. Standby hours will not be counted as hours worked.

17.3 Assignment of Stand-By. The Employer will work to maintain an equitable system for stand-by in consultation with the applicable department committees.

17.4 Callback. An employee called to work when on standby will be paid at one and one-half times (1 1/2) the employee's regular hourly rate of pay, plus shift differential where applicable, for a minimum of two (2) hours. An employee who is called into work is no longer on standby status and therefore is no longer eligible for standby pay.

17.5 Relief Lead Pay. An employee who is assigned lead responsibilities on a temporary basis will receive an hourly differential of \$1.50 above the employee's base hourly rate of pay. Temporary/relief lead positions and duties must be assigned by a department manager, supervisor or designee.

17.6 Preceptor/Training Pay. Preceptor/Training duties and assignments are at the sole discretion of the Employer. An employee who is assigned preceptor/training duties by the Employer will receive a differential of \$1.35 per hour above the employee's regular rate of pay. Employees who are in designated lead positions or who receive lead differential pay are not eligible for compensation under this paragraph.

17.7 Weekend Work. Employees will be paid a weekend differential of \$1.00 per hour worked. A weekend for the purposes of this section shall be defined as all hours between 2300 on Friday and 2330 on Sunday for day and evening shift employees and either Friday and Saturday at 2300 or Saturday and Sunday for night shift employees.

17.8 Certification Pay. Employees who are certified in a specialty area by a national or state organization and who are working in that area of certification will receive an annual bonus of 2%

of their gross pay, provided that the particular certification has been approved by the appropriate Vice President or designee, and further provided that the employee continues to meet all educational and other requirements to maintain the certification in good standing. A certified employee is eligible for only one certification premium, regardless of other certifications the employee may have. Certified employees will notify their manager in writing at the time certification is received and will provide a copy of the original certification document. Certification pay will be paid annually in either September or October. Certification pay will not be paid for certifications that are required for their position. Certified Nurse's Aides (CNAs) will not be eligible for certification pay for the certification required for their position.

17.9 Differential in Lieu of benefits. Per Diem employees shall receive a differential in lieu of benefits of 15% of their base rate of pay.

17.10 Payment in Excess of Contract Provisions. This contract should not be construed to limit the Employer's right to compensate an Employee, over and above the amounts set forth in this Agreement, at the Employer's sole discretion, for limited periods of time.

ARTICLE 18
PAID TIME OFF

18.1 Purpose. The purpose of a Paid Time Off ("PTO") program is to provide eligible employees with compensation during holidays, vacation time, and periods of illness or injury (including care for a qualified family member as defined by law). It is intended to allow each eligible employee to utilize paid time off in accordance with his or her personal needs or desires and with the Employer's established guidelines.

18.2 Rate of Accrual.

<u>Year of Service</u>	<u>Accrual Rate (full-time equivalent)</u>
1-4 (0-48 months)	.10769 per hour (224 hours per year)
5-9 (49-108 months)	.12692 per hour (264 hours per year)
10-14 (109-168 months)	.14231 per hour (296 hours per year)
15-19 (169-228 months)	.15000 per hour (312 hours per year)
20 (229 months) or more	.15385 per hour (320 hours per year)

PTO will accrue from the date of hire. PTO is accrued on all hours paid, up to eighty (80) hours in a pay period, excluding standby hours and donated PTO hours.

18.3 Maximum Limit. The maximum PTO accrual will be one and one half times (1.5) the annual maximum accrual amount as listed below. No future PTO may be accrued until the employee's maximum accrued unused PTO has been reduced below the maximum, at which point PTO can again be accrued.

Years of Service	Maximum PTO Accrual (Hours)
0-4.99	336
5-9.99	396
10-14.99	444
15-19.999	468
20+	480

18.4 Eligibility. The benefits of this article are available only to full-time employees and part-time employees at 0.5 FTE and above.

18.5 Payment. PTO shall be paid at the straight time rate of pay. Except in the event of PTO cash-out under Section 18.6, the inclusion of shift differential in said rate of pay shall be determined in accordance with the hours normally worked by the employee on the employee's assigned shift.

18.6 PTO Cash-Out. Employees can opt to receive a PTO cash out pursuant to the Employer policy and applicable state and federal requirements.

18.7 Payment upon Termination. An employee shall be paid upon termination of employment for all accrued PTO.

18.8 Donation of PTO. Employee may donate PTO to benefit another employee pursuant to the Employer policy and applicable state and federal requirements.

18.9 Extended Illness Bank. Employees who were hired prior to January 15, 1984 and who have hours remaining in their extended illness bank may access those hours in accordance with the Employer's policy. Hours do not accrue in these extended illness banks.

18.10 PTO Requests. The process and parameters for requesting PTO will be governed by PTO guidelines in place for the applicable unit or department and incorporate the provisions outlined in this Article.

1. All requests for PTO may be submitted up to one (1) year in advance.
2. Such requests will be granted based on the date the request was submitted, provided the skills and abilities of the employee are not significant factors as determined by the Employer

3. Employees will not be required to have accrued all the PTO that they requesting at the time of approval provided that the employee seeking time off is expected to have sufficient PTO to cover the requested time.
4. Employees will be notified whether requested PTO is approved within 30 days of the request.

18.11 Hardship Withdrawals. In case of financial hardship, a caregiver may request a cash payment of PTO pursuant to the Employer policy and applicable state and federal requirements.

ARTICLE 19

LEAVES OF ABSENCE

19.1 Statutory Leaves of Absence. The Employer shall grant employees leaves of absence in accordance with applicable state and/or federal law. Statutory leaves include Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), Victims of Certain Crimes Leave Act, Military Leave, Spousal Military Leave (Oregon Military Family Leave Act) and Workers' Compensation.

Employees shall be required, except as provided by law to utilize all accrued PTO hours during a leave of absence unless otherwise outlined in PeaceHealth policy as amended from time to time.

The Employer will administer leaves of absence and maintain policies in accordance with state and federal law.

19.2 Bereavement Leave. The Employer will provide bargaining unit employees paid bereavement leave in accordance with the Employer's policy, as amended from time to time.

19.3 Jury Duty Leave. The Employer will provide bargaining unit employees paid jury duty leave in accordance with the Employer's policy, as amended from time to time.

19.4 Personal Leave. The employer shall offer unpaid personal leaves to employees in accordance with the Employers' polices as amended from time to time.

19.5 Union Leave. Subject to the employer's work unit requirements, Union members may be granted leave to perform work for the Union, not to exceed six months. More than one employee on such leave cannot be absent from the same unit at the same time. The employee shall be permitted during such absence to take time off without pay. Upon returning from Union leave, the employee shall be reassigned to his or her former or comparable position with no loss of union seniority.

19.6 Effect on Seniority or PTO. An authorized leave of absence shall not affect previously accumulated seniority or PTO.

19.7 Return from Leave. Upon a return from a statutory leave of absence, an employee will be returned to their former position. In addition, an employee will receive the rate of pay and benefit accrual applicable to their position as if they had not gone out on leave.

ARTICLE 20
LAYOFFS, RECALLS, AND RESTRUCTURES

20.1 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer. Layoffs will be by job classification or by job classification within a department or unit. In the event of a layoff, the employee(s) with the least amount of seniority will be laid off first, provided that skill, competence and ability are substantially equal. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among employees in those classifications and/or units affected by the layoff. Non-bargaining unit employees within the affected job classifications in a department or work unit on a shift will be released prior to the layoff of bargaining unit employees. Vacant positions within the classification(s) covered by a layoff will not be filled during the period beginning with the notice of layoff and continuing to the date of layoff. This section does not apply to a reduction in FTE status.

20.1.1 Notice of layoff. The Employer will provide notice of layoff to the Union and to affected employees no less than twenty-one (21) days in advance (or pay in lieu thereof based on scheduled work days), unless unforeseeable conditions beyond the Employer's control prevent such notice. The Employer will provide the Union with a seniority roster and a list of vacant bargaining unit positions at the time of such notice. The list will include the unit, FTE and shift of the vacant positions. Upon request by the Union, the parties will meet to discuss the impact.

20.1.2 Vacant positions. The Employer will undertake a good-faith effort to place employees who are subject to layoff in comparable vacant positions. Vacant positions are comparable if they are in the same or similar classification, are at the same or greater base rate of pay, are on the same shift, and are within .2 FTE of the employee's position at the time of layoff. An employee who is subject to a layoff will be considered eligible for a vacant position if, in the Employer's opinion, the employee has the necessary skills and ability to perform the work required within an orientation period of four (4) weeks. If the employee has not achieved a satisfactory level of performance in the judgment of the Employer based upon established criteria within the four-week period, the employee will be placed on layoff status. Employees who decline the offer of a comparable vacant position are not eligible to exercise the options set forth in this agreement.

20.1.3 Severance option. Employees who are notified of elimination of their position may elect to receive severance benefits in accordance with the terms of the Employer's severance policy, as determined by the Employer in its sole discretion, in the same manner and for as long as the policy applies to all other non-supervisory employees of the Employer. An employee's election to receive severance benefits will constitute a waiver by the employee of any further rights set forth in this Agreement.

20.1.4 Displacement option. An individual who is displaced and who is not offered a comparable vacant position shall be subject to the following provisions:

1. The individual has the right to displace the least senior employee in the same classification in a position of equivalent or lesser FTE on the individual's current shift.
2. If no such position on the individual's current shift is available, then the individual has the right to displace the senior employee in the same classification in a position of equivalent or lesser FTE on another shift.
3. If no such position is available in the classification, then the individual may displace the least senior employee in the bargaining unit in a classification the employee has held at Sacred Heart Medical Center, provided they maintain the skill, competence and ability to perform the duties required.

20.2 Recall. Employees on layoff status will be placed on a reinstatement roster for a maximum period of twelve (12) months from the date of layoff. When vacancies occur within their job classification, employees will be recalled in the reverse order seniority.

20.2.1 Response to offered position. If an employee declines or fails to respond within seven (7) days to the Employer's offer of a comparable position as defined above, then the employee's name will be removed from the reinstatement roster and the employee's recall rights will terminate. An employee may decline recall to a position that is not comparable without loss of recall rights or position on the reinstatement roster.

20.2.2 Vacant positions. An employee on the reinstatement roster may bid on a vacant position in a different classification in the same manner as any other regular employee pursuant to this agreement.

20.2.3 Per Diem Option. An employee's acceptance of a per diem position as a result of displacement shall not affect their recall rights.

20.3 Seniority and benefits. Seniority and benefits do not accrue while on layoff status. Upon recall within 12 months of layoff, employees will have previously accrued seniority and benefits restored and will again commence accruing seniority and benefits.

20.4 Unit Merger or Restructure. In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing department or unit, the Employer will determine the number of full-time and part-time FTEs by shift and by classification required for the new or restructured department or unit. Prior to implementation of the schedule, the Employer will meet with Union Representatives for the affected department(s) or unit(s) to discuss the reconfiguration of the FTEs in the department(s) or unit(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured department(s) or unit(s), including any qualification requirements, will be posted on the department(s) or unit(s) for at least ten (10) days. By the end

of the posting period, each employee must submit to the Employer a written list which identifies and ranks the employee's preferences for all available positions. Employees will be reassigned to positions within the merged or restructured unit(s) in order of seniority, taking into consideration the employees' preferences. If the unit merger or restructure results in a reduction in force the layoff procedure in this Agreement will apply.

ARTICLE 21 **HEALTH AND SAFETY**

The Employer and the Union agree that employee and patient safety shall be considered at all times and in all interactions. The Employer and the Union agree to comply with all state and federal regulations pertaining to the health and safety of employees in the workplace. The parties further agree to promote all practices necessary to assure safety in the workplace. Employees shall not be required to work under unsafe or hazardous conditions. All safety equipment deemed necessary for a particular job shall be furnished by the Employer and utilized by the employee. The Employer shall provide employees with adequate training on the use of proper work methods and protective equipment required to perform job duties. Employees will adhere and use such methods and equipment at all times and will notify the supervisor or designee if unsafe situations are identified. The Union shall appoint employee representatives to serve on the Employer's Safety Committee. The representatives shall be paid for time spent during Safety Committee meetings. The Employer will make a reasonable effort to assist in facilitating the employee's attendance.

ARTICLE 22 **HEALTH AND WELFARE**

22.1 Health Insurance Benefits. Eligible full-time and part-time employees who are regularly scheduled to work at least twenty (20) hours or more per week are eligible to participate in the health insurance benefit program offered by the Employer to a majority of its employees who are not in a bargaining unit. Employees shall be offered benefit options, in accordance with the terms of the Employer's program, with regard to medical, dental, vision, life, AD&D, and long-term disability and short-term disability plans, and healthcare and dependent care spending accounts.

The benefits available under this section will not be reduced unilaterally during the term of this Agreement. If the Employer contemplates any changes in insurance plan design benefits that would not make them substantially equivalent on an aggregate basis, the Employer will notify the Union of the proposed changes and will meet with the Union, upon request, to bargain over the proposed changes prior to their implementation.

The Employer will provide notice at least two (2) weeks prior to the commencement of the annual benefit open enrollment period.

22.2 Retirement Benefits. The Employer will provide during the term of this Agreement a retirement program. If the Employer contemplates changes in retirement benefits that would not make them substantially equivalent to the existing benefits in an aggregate basis, the Employer will notify the Union of the proposed changes and will meet with the Union, upon request, to bargain over the proposed changes prior to their implementation. If no agreement can be reached, the provisions of the No Strike Article will not apply for a period of thirty (30) days after impasse.

22.3 Medical Premium Assistance. The Employer will continue to offer a Medical Premium Assistance Program through the duration of this Agreement. Through this benefit, eligible Employees may receive financial assistance to cover 100% of the cost of their Employer provided medical premiums.

Participation in this program is based on total household income and the Federal Poverty Level, as determined by the U.S. Department of Health and Human Services. Beginning January 1, 2017, employees whose household income is less than 250% of the Federal Poverty Level will be eligible to receive a health insurance plan at no premium cost to the employee for themselves and eligible dependent(s) upon approval of their application. The Employer shall provide information regarding medical premium assistance, including income-eligibility requirements, to bargaining unit employees in their annual enrollment for healthcare.

22.4 Employee Discount. The Employer will offer employees covered under Employer medical plans the most favorable discount for services rendered at PeaceHealth facilities, providers and laboratories. The Employer shall provide information regarding available employee discounts to bargaining unit employees in their annual enrollment for healthcare.

22.5 Enhanced Chronic Condition Program. Employees enrolled in the Enhanced Chronic Condition Program are eligible to receive free preventive medications, including diabetic testing supplies. These chronic conditions covered under this program include: diabetes, COPD, asthma, congestive heart failure and coronary artery disease.

22.6 Insurance Expenses incurred at PeaceHealth Facilities. Bargaining unit members who have outstanding balances to PeaceHealth Facilities and/or providers will be offered a reasonable payment plan upon request. Employees that comply with the payment plans will not be subject to further collections or garnishment.

ARTICLE 23 **TUITION ASSISTANCE**

All benefitted Employees, who have completed one year of service, are eligible for the PeaceHealth Tuition Assistance program per the PeaceHealth policy with the following additions for bargaining unit members covered under this Agreement. To qualify for the program the course must either maintain or improve skills required by the present job or be needed to qualify for another employment opportunity at the Employer. The school/program must be accredited by a national accreditation agency. Employees will be eligible to receive up to \$3000.00 per fiscal year, towards qualified costs of tuition, books and applicable fees required for the course.

There will not be a limit placed on the number of bargaining unit employee's eligible to receive Tuition Assistance. Employees will receive reimbursement pursuant to applicable Employer policies. Upon completing the program, the employee must submit any receipts for the class/course along with their passing grade for the course. If an employee fails to provide this documentation the Tuition Assistance may be considered taxable income and the Employee will no longer be eligible for Tuition Assistance.

ARTICLE 24 **GRIEVANCES**

24.1 Definition. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties.

24.1.1 Days. For the purpose of this article days includes Saturday, Sunday, and holidays.

24.2 Informal Procedure. Except in cases of documented discipline, or disputes arising on behalf of multiple employees or the entire bargaining unit, an employee is encouraged to discuss the subject matter of a grievance with his or her immediate supervisor or department director. The employee may request the assistance of the Shop Steward or Union representative for this procedure.

24.3 Formal Procedure. If resolution is not reached in the Informal Procedure, an employee who wishes to pursue a grievance will do so under the following procedure.

24.3.1 Step 1. The employee may submit the grievance signed by the Union representative and the employee, to the Employer's human resources department within 14 days after the employee knew or should have known of the occurrence on which the grievance is based. The written grievance will describe the alleged breach of this Agreement, the date of the alleged breach, the specific provisions of this Agreement alleged to have been violated, and the specific remedy requested. The written grievance will be referred to the employee's department at the first level of supervision or designee. Within 14 days thereafter, the first level supervisor or designee and the employee and his or her Shop Steward or Union representative will meet in an attempt to resolve the grievance. The supervisor or designee will provide a written response to the grievance within 14 days after the Step 1 meeting.

24.3.2 Step 2. If the grievance is not resolved at Step 1, the employee may submit the grievance to the Employer's human resources department within 14 days following receipt of the Step 1 response. The grievance will be referred to the appropriate Director or designee. Within 14 days thereafter, the Director or designee and the employee and his or her Shop Steward or Union representative will meet in an attempt to resolve the grievance. The Director or designee will provide a written response to the grievance within 14 days after the Step 2 meeting.

The Union may initiate a grievance at Step 2 if the grievance involves either a group of employees, the entire bargaining unit or is related to a termination and the grievance is submitted within fourteen (14) calendar days from the date the employee(s) were or should have been aware a grievance existed.

24.3.3 Step 3. If the grievance is not resolved at Step 2, the employee and/or Union Representative shall advance the grievance to the Vice President or designee. In addition to notifying the Vice President, the employee and/or Union representative will also submit the grievance to the Employer's human resources department within 14 days following receipt of the Step 2 response. Within 14 days thereafter, the Vice President or designee and the employee and his or her Shop Steward or Union representative will meet in an attempt to resolve the grievance. The Vice President or designee will provide a written response to the grievance within 14 days after the Step 3 meeting.

24.3.4 Step 4. If the grievance is not resolved at Step 3, the employee and the Union may, no later than 14 days after receiving the Employer's Step 3 response, notify the Employer of the employee's and the Union's desire to submit the matter to arbitration. By mutual agreement, the parties may request the services of a mediator by submitting the dispute to the Federal Mediation and Conciliation Service prior to selecting an arbitrator. If the parties do not pursue mediation or the dispute is not resolved in mediation, the parties will within 14 days of the conclusion of mediation or notification to proceed to arbitration, seek to select a disinterested party to serve as an arbitrator. If the Employer and the Union are unable to agree upon an arbitrator, then the arbitrator will be selected by process of elimination from a panel of five arbitrators furnished by the Federal Mediation and Conciliation Service. The arbitrator will render a decision as promptly as possible after the date of case presentation. The decision of the arbitrator will be final and binding on the Employer, the Union, and the employee(s).

24.4 The arbitrator will have no authority to change, modify, subtract from or add to the provisions of this Agreement. Instead, the arbitrator will have authority only to apply and interpret the provisions of this Agreement in reaching a decision. The arbitrator's fee and expenses will be borne equally by the parties. All other expenses, including attorney's fees, will be borne by the party incurring those expenses.

24.5 If the Employer fails to meet any of the time limits set forth above, the employee and/or the Union, as applicable, may move to the next step in the procedure as if the grievance had been denied at the expiration of the relevant time limit. If the employee or the Union fails to meet any of the time limits set forth above, the grievance will be deemed resolved and neither the employee nor the Union may further pursue the grievance.

ARTICLE 25
GENERAL PROVISIONS

25.1 State and Federal Laws. This Agreement shall be subject to all future and present applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Oregon, and rules and regulations of governing authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate this Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at mutually satisfactory replacement for such provision.

25.2 Savings Clause If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be held contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. Both parties agree to construe any provision held to be contrary to the law closely to its bargained-for purpose and to agree on a revised provision that as closely as legally possible mirrors the purpose of such invalidated provision. If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

25.3 Change/Amendments. Any changes or amendments to this agreement must be in writing and signed by the parties.

25.4 Complete Agreement. The terms and conditions of this Agreement represent the full and complete agreement of the parties. Any and all prior agreements between the parties express or implied, are superseded by this Agreement. And, unless specifically provided otherwise in this Agreement, no past practices will be binding on the Employer.

In addition, the parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after having had that opportunity are set forth in this Agreement. Therefore, for the term of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter not covered by this Agreement. Instead, all such subjects or matters will be administered by the Employer on a unilateral basis.

ARTICLE 26
SUBCONTRACTING

Before subcontracting work currently performed by employees in the bargaining unit, the Employer will provide the Union at least one hundred and twenty (120) calendar days' notice of its intent to subcontract the work and will provide the Union with an opportunity to meet and discuss this impending decision and to bargain over the impact of the decision on bargaining unit employees within the 120-day period. This provision shall not apply to (1) work done on an occasional or temporary basis by non-bargaining unit personnel, including agency and travelers; (2) existing work that has been customarily subcontracted; (3) overload work that does not result in a reduction in FTE status of any bargaining unit employee; or (4) new work that cannot feasibly be performed by bargaining unit employees.

ARTICLE 27
NO STRIKES OR LOCKOUTS

27.1 No strike. The Union agrees that during the term of this Agreement and regardless of whether an unfair labor practice has been alleged there will be no strike, sympathy strike, picket or other work stoppage or slowdown of any kind by employees covered by this Agreement, and the Union will not authorize, encourage, or approve any such action.

27.2 No Lockout. The Employer agrees that during the term of this Agreement there will be no lockout of employees covered by this Agreement.

ARTICLE 28
COMMITTEES

28.1 Nurse Staffing Committee. The employer will comply with the provisions of SB 469 and ORS 441.162, related to Hospital Nurse Staffing Committees.

28.2 Labor Management Committee. The Employer and the Union agree to maintain a Labor Management Committee. The purpose of the Committee is to foster improved communication between the Employer and bargaining unit members, and to evaluate and lead to improvement of internal processes for the benefit, health and safety of employees covered by this agreement. This committee shall also evaluate and review recommendations to improve patient safety and overall patient and employee satisfaction.

The Committee may act as a forum for sharing information to bargaining unit members on organizational changes and initiatives. The Committee may be empowered to identify solutions and make decisions as directed by the Employer otherwise the Committee will function in an advisory rather than a decision-making role and will recommend solutions to identified issues.

The Committee will not have bargaining authority, nor will it address issues that are more appropriate for the grievance procedure.

The Committee will consist of up to ten (10) members. Four (4) voting members will be appointed by the Employer and six (6) members will be appointed by the union, four (4) of which are voting members. The Committee will operate under the guidance of co-chairs, one to be selected by the Employer and one to be selected by the Union. The co-chairs will determine the agenda for the meetings.

The Committee will meet not less than once quarterly. Meetings will be for a maximum of 1 hour. Bargaining unit employees will be compensated at their straight rate of pay for time spent at these meetings and such time shall not be counted in the calculation of overtime.

28.3 Labor Management Health Benefits Committee. The Employer and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Employer and the Union share a mutual interest in researching best practices in cost containment features and benefits that ensure quality but also address increasing costs.

To address these issues, the parties will maintain a Labor Management Health Benefits Committee. The Union will appoint up to four (4) representatives from the bargaining units. The Employer will appoint up to four (4) representatives. The Committee shall be advisory and shall meet quarterly and more often as mutually agreed. All employee representatives on the committee will be paid for time attending meetings. The parties agree to engage in a fully transparent process of information sharing that will lead to stronger engagement and overall success.

This committee will concentrate efforts to research, review and adopt incentive-based programs to:

1. Maximize prevention benefits
2. Incentivize healthy behaviors and wellness programs
3. Remove barriers to chronic disease management such as lower or free pharmaceutical costs and free office visits.
4. Encourage use of high value benefits and discourage benefits of low value but high costs such as high-end imaging.
5. Educate and incentivize on the use of generic drugs.
6. Develop a plan to educate and assist Employees on the various financial assistance programs available including those offered by PeaceHealth.

If the committee produces mutually agreed upon recommendations for incentive-based wellness programs, the Employer and the Union shall convene a meeting to review the recommendations for potential adoption. The parties' discussion at such meeting shall not constitute formal bargaining.

28.4 Joint Committee on Childcare. The Employer and the Union recognize the importance of undertaking joint efforts to ensure that Employees have access to cost effective, quality childcare. To address these issues, the parties will maintain a Joint Committee on Childcare that will suggest solutions to address the lack of childcare options for Peace Harbor Employees.

The Committee will consist of up to eight (8) members. Four (4) members will be appointed by the Employer and four (4) will be appointed by the Union. The Committee will meet 30 days following ratification and shall meet monthly as necessary, and more often as mutually agreed. Meetings will be for a maximum of 1 hour.

Bargaining unit employees will be compensated at their straight rate of pay for time spent at these meetings and such time shall not be counted in the calculation of overtime.

The parties agree to engage in a transparent process of information sharing that will lead to stronger engagement and overall success. The Committee will concentrate efforts to research and review existing programs in the area as well as propose the creation of new programs and may include:

1. Investigating subsidies to local childcare providers
2. Negotiated discounts to local childcare providers
3. Review of policies, procedures, and schedules to support working parents
4. Community based initiatives to support working parents

ARTICLE 29 **COMPENSATION**

29.1 Wages. In accordance with Appendix B, bargaining unit employees will be placed on the wage grid effective the first full pay period following July 1, 2023. Bargaining unit employees will receive an additional increase of three percent (3%) effective the first full pay period following July 1, 2024, and an additional increase of three percent (3%) effective the first pay period following July 1, 2025. Employees will be paid in accordance with the applicable wage rates in Appendix B.

29.2 Wage Scale Placement for New Bargaining Unit Employees. The wage rate for new employees covered under this Agreement will provide credit for years of recent relevant experience in comparable jobs as determined and approved by the Employer.

29.2.1 Credit for prior experience. If an Employee disagrees with their placement on the step scale, the employee shall request a review from Human Resource within thirty (30) days of hire. For each request received, the Employer will determine within thirty (30) days whether an upward adjustment in step placement is warranted. Adjustments will be retroactive to the date of hire. If the review is requested outside of the 30 days, the correction will be effective the first full pay period following the completion of the review. The review process is not subject to the grievance procedure and will be done per the Employers process.

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29.3 Step Progression.

- a. All Employees hired on or before February 6, 2018 will advance to the next step commencing the first full pay period following February 18 of each year.
- b. Employees hired into the bargaining unit after February 6, 2018 shall advance to the next step commencing the first full pay period following one (1) year of service and annually thereafter.

29.4 Promotions, Transfers and Step-downs.

29.4.1 Promotion. If an employee moves to a position in a higher paying classification, the employee will be placed at the appropriate wage level consistent with 29.2. Employees will not receive a pay reduction as a result of a promotion.

29.4.2 Transfer. If an employee transfers to a position in the same classification, the employee will be placed at the appropriate wage level consistent with 29.2.

29.4.3 Step-down. If an employee accepts a position in a lower paying classification, the employee will be placed at the appropriate wage level consistent with 29.2.

29.5 Red-Circling (Wages). In the event that an employee is currently receiving wage level in excess of what is outlined in Appendix A, they will be red-circled until such time as the wage level surpasses their red-circled wage rate.

29.6 Red-Circling (Differentials & Premium Pay). In the event that an employee is currently receiving a higher differential or premium rate of pay that is contained within this Agreement, they will continue to receive that differential or premium rate of pay for the duration of the contract.

29.7 Temporary Assignments. Temporary assignments to a lower paid position will not result in a decrease in rate of pay. Temporary assignments to a higher classification, other than for training, of a week or more shall result in payment at the rate of the scale for the higher classification at the step which is equivalent to the employee step in their regular assignment for all time worked in the classification.

ARTICLE 30 **SUCCESSORS**

Sale, Merger or Transfer. The Employer agrees to abide with all laws and requirements in effect at the time of a sale, merger or transfer of ownership.

ARTICLE 31
TERMS OF AGREEMENT

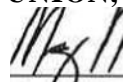
This Agreement shall become effective upon ratification and shall continue in full force and effect through and including June 30, 2026 and shall continue in full force from year to year thereafter unless notice of desire to amend or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the anniversary date of the date of expiration.

Signed this _____ day of 2023.

PEACEHEALTH PEACE HARBOR MEDICAL SERVICE EMPLOYEES INTERNATIONAL
CENTER UNION, CAL NO. 49



PeaceHealth - Employer

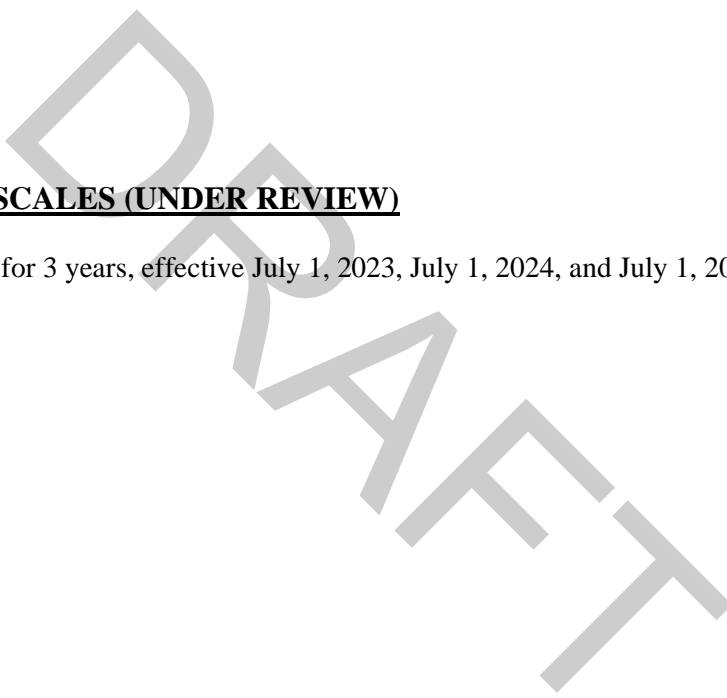


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President, SEIU Local 49

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APPENDIX A
BARGAINING UNIT DESCRIPTION

Unit: All full-time, regular part-time, on call and per diem nonprofessional service employees in the following classifications: Administrative Specialist III, Clinic Medication Assistant, Certified Nursing Assistant, Certified Nursing Assistant Lead, Cook, Data Coordinator, Emergency Department Tech II, Environmental Services Attendant I, Environmental Services Attendant II, Environmental Services Lead, Home Health Aide, Imaging Associate, Inventory Control Clerk, Inventory Control Coordinator, Lab Assistant, Lab Assistant Lead, Lab Assistant Technical, Laundry/Linen Attendant, Medical Assistant, Medical Assistant Lead, Patient Access Representative, Patient Access Representative Lead, Patient Team Support, Referral Coordinator, Referral Coordinator Lead, Rehab Aide, Staffing Coordinator, Staffing Specialist, Staffing Specialist Lead, Sterile Processing Technician, Sterile Processing Technician Lead, Supply Chain Specialist, Surgery Scheduler, Unit Coordinator and Unit Coordinator Lead employed by the Employer at its PeaceHealth Peace Harbor Medical Center (400 9th Street, Florence, OR), including the Peace Harbor Lab (396 9th St., Florence, OR), Home Health & Hospice (310 9th St., Florence, OR and 2230 Kingwood St., Florence, OR), Rehabilitation & Wellness Center (685 US-101, Florence, OR), Orthopedic & Sports Medicine Clinic (530 9th St., Florence, OR), Family Medicine Clinic (390 9th St., Florence, OR), General Surgery Clinic (330 9th St., Florence, OR), Internal Medicine/Walk-In Clinic (380 9th St., Florence, OR), Anticoagulation & Diabetic Education Clinic (380 9th St., Florence, OR) and Women's Health/OB/GYN (340 9th St., Florence, OR); but excluding all technical employees, skilled maintenance employees, office clerical employees, professional employees and guards and supervisors as defined by the Act.



APPENDIX B WAGE SCALES (UNDER REVIEW)

[NOTE: insert wage scales for 3 years, effective July 1, 2023, July 1, 2024, and July 1, 2025]

MEMORANDUM OF UNDERSTANDING
MEDICAL ASSISTANTS

The following provisions of the parties' Agreement are modified as follows in their application to medical assistants (MA) employed in the Outpatient Clinics (OP) at Peace Harbor:

1. Additional hours of work and overtime. The provisions of Section 15.3 and 15.4 of the CBA shall apply to medical assistants in the OP but awarding of the additional hours of work and overtime shall be subject to Employer determination.
2. Changes in position status. If a MA desires an increase or decrease to their FTE they may apply per the posting process for an open position, selection subject to provider approval.
3. Assignment priorities for MAs who have been displaced. If a provider to whom a medical assistant is primarily assigned determines that they are unable to continue working together, or the primary provider resigns or takes a leave that does not result in a reduction of force, the Employer shall have the right to "displace" the MA. Article 20.1.4 shall apply to fill vacancies with a displaced employee, except that selection shall be by mutual agreement between Provider and the Employee.
 - a. If no reassignment can be made, the displaced MA shall be assigned as a "float" or to other MA related work until a regular position with a Provider is available.
 - b. If there is an elimination of an MA position that results in a reduction of force, the displaced MA shall be assigned to a "float" assignment. If no "float" assignment is available they may be assigned other MA related work. If other MA work is not available then article 20.1.4 shall apply. Selections within 20.1.4 shall be subject to provider approval except that all seniority order of 20.1.4 shall apply when on other MA work is available after the reduction in force.
4. Temporary Reduction in hours. If offered by the Employer. Article 14, low census, may apply to Mas in the event that the provider to whom the MA is assigned temporarily reduces their hours.

MEMORANDUM OF UNDERSTANDING
GYM MEMBERSHIP

PeaceHealth will subsidize fifty percent (50%) of individual employee gym memberships at Coastal Fitness.

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MEMORANDUM OF UNDERSTANDING
BENEFITS RE-OPENER

At the request of the Medical Center, the Association agrees that it will engage in good faith negotiations with the Medical Center regarding modifications to ARTICLE 18 – PAID TIME OFF, ARTICLE 19 – LEAVES OF ABSENCE, ARTICLE 22 – HEALTH AND WELFARE, and ARTICLE 23 – TUITION ASSISTANCE.

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MEMORANDUM OF UNDERSTANDING
LETTER OF AGREEMENT Joint Training and Education Trust Fund

PeaceHealth Peace Harbor Medical Center (“Employer”) and Service Employees International Union Local 49 (“Union”) hereby agree as follows:

Starting in calendar year 2024, the Employer hereby agrees to contribute 0.5% (one half of one percent) of the SEIU PHMC unit’s annual payroll to the SEIU United Healthcare Workers West and Joint Employer Education Fund (“Education Fund”). For calendar year 2024, such contributions shall be payable no later than February 28th, 2024. For any calendar years thereafter, such contributions shall be payable no later than February 28th of the relevant calendar year. The collective bargaining unit’s annual payroll shall mean the total wages reported in Box 1 of Form W-2, for all collective bargaining unit employees, for the prior calendar year. (For example, Form W-2, Box 1 wages from 2023 shall be used to calculate the required contribution for 2024.) Upon said payment each year, covered employees will be eligible for benefits during the current calendar year. The Employer further agrees to be bound by the term of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund.

The Education Trust Fund will provide an annual report on utilization by PeaceHealth employees. In the event that either party is dissatisfied with the level of utilization, the parties will meet to discuss options.

The Employer agrees to continue its contribution to the Ed Fund for the duration of the current Collective Bargaining Agreement. Thereafter, either party may reopen this Letter of Agreement to bargain over the Employer’s continued participation.

Employees covered by the Joint Training and Education Trust Fund are not otherwise eligible for PeaceHealth’s voluntary education programs, including education and tuition reimbursement, except that any employee who is in an ongoing education program under PeaceHealth’s voluntary education policies at the time of ratification of this Agreement may continue to use PeaceHealth’s policies to complete the education program. Other exceptions may be approved by the Employer in its sole discretion.

MEMORANDUM OF UNDERSTANDING
COVID-19 And Future Pandemic Protections

1. The employer shall meet with the union to address concerns related to the pandemic at the time that an incident command or equivalent is formed.
2. The employer will communicate and provide updates as soon as reasonably possible on changes related to the pandemic.
3. During a pandemic the employer shall provide a private area for changing in and out of uniforms upon request.

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Memorandum of Understanding
Health Benefits Bargaining

1. The parties agree SEIU Healthcare 1199NW, SEIU Local 49 and PeaceHealth Administration will have 'big table' discussions with the goal of improving the health benefits offered to Caregivers.
2. The parties agree that the topics of discussion at the table will include, but are not limited to premium cost/share for the EPO, PPO and ABHP; the Premium Reduction Program and potential joint communications related to the EPO.
3. The parties will work to schedule discussions and negotiations prior to open enrollment in 2023.
4. If the CBA is settled prior to the 'big table' discussion and negotiations reaching agreement, the parties agree that any 'big table' agreement that comes from those negotiations will be applied to the CBA.
5. Prior to the conclusion of the 'big table' negotiations, the Parties agree that the current CBA provisions regarding health benefits shall remain in effect.
6. PeaceHealth agrees to release up to two members of the bargaining team on paid time to attend 'big table' negotiations.

Memorandum of Understanding
EPO

The Employer agrees to provide a one-time subsidy payment to Caregivers who are benefits eligible and elect Caregiver + Adult, Caregiver + Children, or Caregiver + Family Exclusive Provider Organization (EPO) plan during Open Enrollment in 2023 and are employed on January 1, 2024 will be provided with a \$500 (five-hundred dollars), minus normal withholding, subsidy payment on the paycheck dated January 20, 2024.

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MEMORANDUM OF UNDERSTANDING

Lump Sum Payments

Effective the first full pay period following ratification of this Agreement, the Employer will make a lump sum payment of \$500.00 to all employees who are employed by PeaceHealth and at Step 26 as of the date of ratification. During the term of this agreement employees who reach step 26 will receive a lump sum bonus of \$500 the first full pay period after reaching step 26.

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