

**EMPLOYMENT AGREEMENT**

**Between**

**PEACEHEALTH ST. JOHN MEDICAL CENTER**

**and the**

**OREGON FEDERATION OF NURSE AND HEALTH  
PROFESSIONALS**

**JUNE 18, 2021 – APRIL 30, 2023**

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## ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

**1.1 Parties to this Agreement.** This Agreement is made between PeaceHealth (“Employer”) and the Oregon Federation of Nurse and Health Professionals, AFT Local 5017, AFL-CIO (“Union”).

**1.2 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 professional employees as described in NLRB Case 19-RC-151686 as listed below and as it may be clarified by any subsequent NLRB rulings; or as mutually agreed upon by the parties, excluding all other employees.

The bargaining unit includes all full-time, regular part-time and per diem Medical Technologist and Medical Laboratory Technicians employed by the Employer at its Longview Laboratory at the PeaceHealth St. John Medical Center, Delaware Campus in Longview, Washington; excluding all other employees, Lab Support Specialist, office clerical employees, management employees, confidential employees and guards and supervisors as defined in the Act.

**1.3 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 fourteen (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 2 - UNION MEMBERSHIP

**2.1 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.

- 2.2 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.
- 2.3 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.
- 2.4 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 wage assignment 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.
- 2.5 Bargaining Unit 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, 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.
- 2.6 Voluntary Political Action Fund Deduction.** 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 wage assignment 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.



## ARTICLE 3 - UNION REPRESENTATIVES AND ACCESS

- 3.1 Union Stewards.** Union Stewards are bargaining unit employees. The Union shall provide to the Employer a list of all elected Union Stewards. The transaction of Union business shall be on the employee's own time, except a Union Steward on duty shall be paid their regular rate of pay if they attend grievance meetings and investigatory interviews, subject to 3.1. Off duty Union Stewards entering the hospital to transact union business shall be subject to the same access provisions as Union Representatives.
- 3.1.1 Meeting Attendance.** Union Stewards and Union Representatives who are covered by this Agreement and aggrieved bargaining unit members who are covered by this Agreement shall suffer no loss in pay at regular rates when attending meetings with Employer representatives, provided that the following conditions are met: (1) the employee has been excused from duty in advance by the supervisor to attend the meeting, (2) such meeting is held during the employee's scheduled working hours, and (3) the employee would have worked had he/she not attended the meeting. This paragraph does not refer to times spent in contract negotiations.
- 3.2 Union Representatives.** Non-employee Union Representatives shall be permitted access to public areas of the hospital for the purpose of ascertaining whether this agreement is being observed and to assist Stewards in the administration and enforcement of the agreement. Upon arrival at the worksite, the authorized representative of the union shall report to the Director of Human Resources (or designee) to notify the Employer of his/her presence in the laboratory. Should a Union Representative require access to non-public areas, he/she shall make arrangements in advance with the appropriate Employer representative, and such access shall not be unreasonably denied.
- 3.3 Union Business.** Internal union business transacted among stewards and Union Representatives shall be conducted in appropriate non-working areas, and shall not unduly interfere with the Employer's business or the work of the other employees.
- 3.4 Bulletin Boards.** Employer will provide to the Union, bulletin board space (of approximately 2' x 3') for posting of notices of Union elections and results, Union meetings, Union educational classes and other Union related notices.
- 3.5 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.

**3.6 Meetings Rooms.** The union shall be granted use of designated premises of the Employer for meetings of the local unit, provided sufficient advance notice is provided to the Director of Human Resources or designee and space is available. Bargaining unit employees may attend such meetings only on their non-working time.

**3.7 New Employee Orientation.** The Employer will provide advance notice to the Union of the schedule for new employee orientation, the schedule for the Union to present to the new employees for at least fifteen (15) minutes during the orientation, and the location of the orientation. The Employer will provide a Union Steward or Representative the opportunity, on release 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 this part of orientation.

## **ARTICLE 4 - 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; 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 5 - NO DISCRIMINATION

The Employer shall not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, citizenship, political ideology, age, sex, marital status, sexual orientation, gender, gender identity or expression, disability, veteran status, or other protected class, in accordance with applicable state and federal laws. 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 shall control.

## ARTICLE 6 - CATEGORIES OF EMPLOYEES

- 6.1 Full-Time Employee.** A full-time employee is an employee who is regularly scheduled to work forty (40) hours per week. The definition does not apply to employee health and welfare benefits.
- 6.2 Part-Time Employee.** A part-time employee is an employee who is regularly scheduled to work less than forty (40) hours per week. This definition does not apply to employee health and welfare benefits.
- 6.3 Per Diem.** 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.
- 6.4 Temporary Employee.** An employee hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of an unscheduled absence, illness, leave of absence, or to work during holidays or vacation periods. Temporary employees are excluded from the Union's bargaining unit and are not covered by this agreement. Such employment shall not exceed twelve (12) consecutive months per individual.
- 6.5 Introductory Period.** The first 120 calendar days of continuous employment with the employer shall be considered a probationary period. During or at the conclusion of the probationary 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 probationary period, with mutual agreement between the Employer and the Union, may be an extended for up to 60 additional days.

**6.5.1** Technical Specialist will be consulted prior to initial training sign-off.

**6.6 Change in FTE & Per Diem Status.** If an employee works for more than one-hundred twenty (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 and sick leave or leave of absence of another employee may be identified separately during the review, and the parties will meet to discuss how the hours will be considered. 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 in accordance with Article 10 and emailed to bargaining unit members.

## **ARTICLE 7 - SENIORITY**

**7.1 Definitions.** Seniority shall be defined as follows:

**7.1.1** "PeaceHealth Seniority" shall mean continuous length of employment within PeaceHealth.

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

**7.2 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 the Employer at its Longview Laboratory.

**7.3 Loss of Seniority.** An employee's Union Seniority will be broken for all purpose if:

**7.3.1** The employee terminates voluntarily and is rehired by the laboratory in a bargaining unit position more than six (6) months later.

**7.3.2** The employee terminates through layoff and is rehired by the Employer more than one (1) year later.

**7.3.3** 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.

**7.3.4** The employee is absent due to illness or injury (including on-the-job injury or illness covered by Worker's Compensation) or leave of absence from the bargaining unit for a period exceeding twelve (12) months.

**7.4 Seniority Tie Breaker.** Employees having the same bargaining unit seniority date will be placed on the seniority records based on the day of the month in which they

are born (lowest number has highest seniority; highest number has lowest seniority). A second tie-breaker, if needed, will be based on the month of the year in which the employees are born (earlier month has higher seniority).

## **ARTICLE 8 - LAYOFFS, RECALLS, AND RESTRUCTURES**

- 8.1 Layoff.** A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer. In the event of a layoff, the employee(s) with the least amount of bargaining unit seniority will be laid off first. Prior to implementing a layoff, the Employer will seek volunteers for layoff. Temporary employees and per diems (in that order) within the affected job classifications 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.
- 8.2 Notice of layoff.** The Employer will provide notice of layoff to the Union and to affected employees no less than thirty (30) 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 bargain the impact of management's decision.
- 8.3 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.
- 8.4 Severance option.** Employees who are notified of elimination of their position may elect to receive severance benefits in accordance with the terms of the Memorandum of Understanding re Severance Benefits attached to this agreement.
- 8.5 Displacement option.** An individual who is displaced and who is not offered a comparable vacant position shall be subject to the following provisions:

- 8.5.1** 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.
- 8.5.2** If no such position on the individual's current shift is available, then the individual has the right to displace the least senior employee in the same classification in a position of equivalent or lesser FTE on another shift. Equivalent FTE shall be defined as within .25 FTE of the employee's current position.
- 8.6 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.
- 8.6.1 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. Notices of recall shall be sent both by email and registered mail to the last known address. An employee may decline recall to a position that is not comparable without loss of recall rights or position on the reinstatement roster.
- 8.6.2 Per Diem Option.** An employee's acceptance of a per diem position as a result of displacement shall not affect their recall rights.
- 8.7 Seniority and benefits.** Seniority and benefits do not accrue while on layoff status. Upon recall within 12 month of layoff, employees will have previously accrued seniority and benefits restored and will again commence accruing seniority and benefits.
- 8.8 Restructure.** In the event of a restructuring of a department or unit, the Employer will determine the number of full-time and part-time FTEs by shift and by classification required for the restructured department or unit. Prior to implementation of the schedule, the Employer will meet with Union Representatives for the affected department to bargain the effects of the reconfiguration of the FTEs in the department and the new work schedules. A listing of the FTEs for each shift on the new/restructured department, including any qualification requirements, will be posted in the department 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 restructured department in order of seniority, taking into consideration the employees' preferences. If the department restructure results in a reduction in force the layoff procedure in this Agreement will apply.

## ARTICLE 9 - DISCIPLINE AND DISCHARGE

### 9.1 Discipline and Discharge:

- 9.1.1 No employee shall be disciplined or discharged without just cause.
- 9.1.2 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.
- 9.1.3 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).
- 9.1.4 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.
- 9.1.5 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.
- 9.1.6 The Employer will make a good faith effort to issue written disciplinary notices within 90 days from the date that it became aware of a violation or should have been aware.
- 9.1.7 The Employer will provide an affected employee with a copy of any written disciplinary notice. The employee shall sign the notice only to acknowledge receipt, and the employee's signature shall not constitute agreement with the disciplinary action or an admission of guilt.

**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) coworker abuse issues or; (4) theft or falsifying records; or (5) unlawful breach of confidentiality or other privacy violations. Such disciplinary notices shall remain in effect for a maximum of three (3) years for purposes of progressive discipline.

## ARTICLE 10 - JOB POSTINGS AND FILLING OF VACANCIES

**10.1 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.

**10.2 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.

If more than one (1) bargaining unit employee applies and meets the criteria outlined below, the position will be awarded to the most senior bargaining unit employee.

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

**10.2.2** Employees who received formal corrective action within the last ninety (90) days will not be considered for promotional job vacancies, unless the Employer agrees otherwise.

**10.2.3** No employee shall be allowed more than two (2) honored bids per rolling twelve (12) month period, unless there is mutual agreement between the individual employee and the Employer.

The start dates begin at the start of a new payroll period and generally do not exceed eight (8) weeks from the date the job offer is accepted. The Employer shall notify the Union should there be a need for a delay in a start date and at the request of the Union shall meet to explore alternative options.

**10.3 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 11 - PERSONNEL FILES

The Employer will comply with all statutory requirements applying to personnel records, as outlined in Washington State law RCW 49.12.250. Additionally, at the



request of an employee, the Employer shall provide reasonable opportunity for the employee to inspect or receive a paper copy of 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 12 – HOURS OF WORK AND OVERTIME**

**12.1 Work Week.** The normal work week shall consist of forty (40) hours of work within a seven (7) day period, Sunday through Saturday.

**12.2 Shift Lengths.** The standard work day may consist of eight (8) or ten (10) hours, exclusive of meal periods. The Employer shall notify the Union at least 30 days in advance of changing the shift lengths within a department. Upon request, the Employer shall meet with the Union to bargain the impact of the change.

### **12.3 Definition and Compensation for Overtime.**

**12.3.1 Weekly overtime.** All time worked in excess of a full-time employee's regularly scheduled work hours beyond forty (40) hours in a week.

**12.3.2 Excess of Shift.** All time worked in excess of the employee's scheduled shift, of at least eight (8) hours, will be considered overtime.

**12.3.3 Overtime rate.** Overtime will be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Overtime will be computed by rounding up to the nearest one-quarter hour. 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.

**12.3.4 Mandatory overtime work.** Mandatory overtime is prohibited except for the following reasons:

- Because of unforeseeable emergent circumstances
- When the employer documents that it has used reasonable efforts to obtain staffing on a voluntary basis, or
- It would be detrimental to the patient care if the employee left.

**12.3.5 Overtime and Holiday Work.** Hours worked on Holidays will be counted toward computation of weekly overtime hours.

**12.3.6 Distribution of Additional Work Hours.** All work hours, that become available after the schedule is posted, will be distributed, first at a straight-time rate then at an overtime or premium rate, based upon a list of

employees with bargaining unit seniority on a rotational basis. The most senior person on the bargaining unit seniority list who is qualified, and responds within a reasonable amount of time, will be offered additional work hours first. Steps taken to distribute additional hours will be documented.

**12.4 Rest periods.** Rest periods of fifteen (15) minutes within each four (4) hours of work shall be provided. Such rest periods may be taken on a piecemeal basis. The Employer and the individual employee are expected to work collaboratively to assure the employee receives his or her rest break. The Employer is responsible for providing the opportunity for employees to take their permitted breaks, and employees are responsible for taking their rest breaks. Rest breaks shall be considered time worked for pay purposes.

**12.5 Meal periods.** Employees scheduled to work more than five (5) hours per day shall be entitled to an unpaid meal period of at least thirty (30) minutes. The meal period shall be taken as near as practical to the middle of the work shift. Employees required to work through their meal period (including occasions when employees are called back to work during their meal periods and then cannot make up for the interruption to complete the meal period) shall be compensated for said period at the appropriate rate.

**12.6 Rest between Shifts.** Each employee shall have an unbroken rest period of no less than ten (10) hours between shifts. Except when it is the result of an employee initiated shift exchange, or attending department meetings, in-service or education day, all work performed during the subsequent shift period without the required rest shall be paid at the rate of one and one-half times (1.5) the regular rate of pay plus applicable shift differential.

**12.7 Reporting Pay.** Employees who report to work as scheduled shall be paid a minimum of four (4) hours of reporting pay at their regular rate of pay. An employee may voluntarily agree to leave prior to expiration of the four-hour period in lieu of staying and being paid for the full four hours.

## **ARTICLE 13 - WORK SCHEDULES**

**13.1 Work Schedules.** The Employer shall first schedule full time and part time employees and shall make a good faith effort to maintain consistency in the regularly scheduled shifts, including start and end times, and days off of these employees. Work schedules shall be a minimum of four weeks (28 days) duration and shall be posted no later than fourteen (14) days prior to their effective date. Employee requests for scheduled days off must be submitted at least four weeks ahead of the first day of the schedule. Prior to Per Diem employees being prescheduled for up to their minimum shift requirement, those employees who held a 1.0 FTE status as of May 13, 2017, will be offered unfilled shifts that would be

paid at straight time in order of bargaining unit seniority. Per Diem employees will then be offered shifts for up to their minimum shift requirements. Minimum shift requirements for per diems will be established jointly by the parties through the Labor Management Committee and updated upon mutual agreement. Per diems will be required to work one (1) of the following shifts annually, unless already filled by full-time and part-time employees voluntarily: Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day. After Per Diem scheduling, unfilled shifts shall be offered in the following order:

- i. Employees, other than per diems, for whom the work would be paid at straight time in order of bargaining unit seniority;
- ii. per diem employees for whom the work would be paid at straight time in order of seniority;
- iii. employees, including per diems, for whom the work would be paid at premium rates in order of bargaining unit seniority;
- iv. any remaining unfilled shifts will then be offered in order of bargaining unit seniority (with preference given to straight time, then the least number of hours of premium pay).

Any remaining unfilled shifts may be assigned to qualified employees in reverse order of bargaining unit seniority on an equitable basis, provided they have at least ten hours rest between shifts.

Once posted, the schedule may only be changed through mutual agreement between the Employer and the affected employee(s).

**13.2 Shift Rotation.** The Employer may reassign an employee to a shift other than her/his assigned shift based only on emergent need, in which case the Employer shall first seek volunteers. If there are insufficient volunteers, shift reassignment will be done in reverse order of bargaining unit seniority unless skill, ability, experience, competency and/or qualifications require otherwise. Because shift reassignment is considered an assignment and not a position, shift reassignments need not be posted.

**13.3 Employee Initiated Schedule Exchanges.** Employees may exchange scheduled days as long as competencies are relatively equal, and no overtime or other premium pay results (unless approved in advance by a supervisor).

**13.4 Weekends.** The Employer will rotate weekend work in a fair and equitable manner according to the needs of the department. Insofar as practical, weekend work will be scheduled so as to allow two out of every four weekends off. This subsection shall not apply to employees with pattern scheduling, to employees who voluntarily agree to more frequent weekend duty, Per Diem employees, or to employees who have been hired specifically to work weekends. The weekend shall be defined as commencing at 11:00 p.m. on Friday, and concluding at 11:00 p.m. on Sunday for a night shift employee unless mutually agreed otherwise.

**13.5 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 ½) 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.

**13.5.1** Any day that the caregiver worked four or more hours, will count toward reaching the sixth and consecutive day(s) under this section. For purpose of this section, "day" is defined as the calendar day on which the caregiver's scheduled shift begins.

**13.5.2** The Employer may cancel any non-regularly scheduled day of work to break the consecutive day cycle with twelve (12) hours notification.

This section shall not apply to employee requests or employee-initiated shift or schedule exchanges.

**13.6 Holidays.** All hours worked on the following recognized holidays will be paid at the rate of time and one-half (1 ½) the regular rate of pay:

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

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.

**13.7 Administrative Shifts.** All Technical Specialists will be scheduled at least four (4) shifts per month as an administrative shift during which the Technical Specialist will not be assigned work on a bench, unless needed to cover unanticipated issues. Upon request, the Employer agrees to make a good faith effort to reschedule any affected administrative shift(s) to occur within fourteen (14) days, unless mutually agreed otherwise. Administrative shifts that fall during the Technical Specialist's absence may be rescheduled, with mutual agreement.

**13.8 Low Workload.** Low workload is defined as a reduction of hours for all or part of an employee's shift. In the event the Employer needs to implement low workload, employees will be released from work in the following order:

1. Volunteers

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

Within each category above, including volunteers, low workload will be distributed on an equitable basis within a six (6) month period that starts with the least senior employee, provided the remaining employees are qualified to perform the work.

**13.8.1 Low Workload Review.** If either party has concerns about low workload hours, upon request by either party the parties will meet within fourteen (14) days, unless the parties agree to waive the fourteen (14) day timeline, and develop mutually agreeable options to address and alleviate low workload.

**13.8.2** If an employee is required by the Employer to take low workload, or volunteers to take low workload required by the Employer, then the employee may choose to take time off without pay in lieu of PTO. Low workload includes holidays where employees who are otherwise scheduled for that day are taken off the schedule.

**13.8.3** Low workload utilization will be a standing agenda item on the Labor Management Committee.

## **ARTICLE 14 – WAGE RATES AND COMPENSATION**

**14.1 Wage Rates.** Effective and retroactive to the first full pay period following May 1, 2021, all bargaining unit employees will be paid in accordance with the wage scale in Appendix A.

The wage scale shall increase:

- 3.0% effective the first full pay period following May 1, 2022

### **14.2 Wage Scale:**

#### **14.2.1 Step progression.**

- a. All current employees will have a step placement date of May 1, 2018, or their hire date, whichever is later, or their adjusted step date per 14.3.
- b. All employees will advance to the next step annually thereafter.
- c. All step increases are effective the first full pay period following the dates defined in a-b above.

**14.2.2 Natural progression.** To be promoted into the next classification range as set forth in Appendix A, the employee must obtain the required education and/or certification(s) set forth in the job description for the respective classification. The Employer will notify the Union of any proposed changes to the required education and/or certification(s) for a job classification, other

than changes made by the relevant governing body, and will meet and bargain the impact of the changes prior to implementation. Upon successful completion of the education and/or certification(s) for the classification, the employee will be promoted to the classification effective the following pay period. The Technical Specialist position is excluded from natural progression, Technical Specialist positions will be posted.

**14.3 Wage Scale Placement.** New employees covered under this Agreement will be given credit for years of relevant experience in comparable jobs as determined by the Employer. Employees moving from the MLT classification to the MT Intermediate classification by natural progression will be placed on the same years of experience step. Other than employees moving from MLT to MT Intermediate, employees moving from one classification to another will be given credit for years of relevant experience in comparable jobs as determined by the Employer and will be paid either the rate for that step in the higher classification or placed on a step that is at least three percent (3%) higher than the employee's straight time rate of pay, whichever is higher. Employees promoting within the bargaining unit will have an adjusted step placement date, which corresponds with the date of the promotion.

**14.3.1 Credit for prior experience.** The wage rate for new employees covered under this Agreement will provide credit for years of relevant experience in comparable jobs. If an employee disagrees with their placement on the step scale, the employee shall request review from management within sixty (60) 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 60 days, the correction will be effective the first full pay period following the completion of the review.

## **14.4 Shift Differentials**

**14.4.1 Evening Shift Differential.** Evening shift shall be defined as 1400 hours to 2230 hours. Employees who work three (3) or more hours during the evening shift shall receive a differential of \$2.00 per hour for actual hours worked during the evening shift. If an employee continues to work into night shift hours but does not work at least three (3) hours during night shift, the employee will continue to receive evening shift differential for those hours worked during the night shift.

**14.4.2 Night Shift Differential.** Night shift shall be defined as 2200 hours to 0830 hours. Employees who work three (3) or more hours during the night shift shall receive a differential of \$5.00 per hour for actual hours worked during the night shift and continuing through the end of continuous work hours

**14.4.3 Shift Differential for Mandatory Education and Training.** When an employee is sent to mandatory education or training, in lieu of their regularly

scheduled shift, their normal shift differential will apply during paid hours while on mandatory education or training.

**14.5 Lead Pay.** Lead differential will be \$1.50 per hour. At least one employee will be assigned by the Employer to perform lead duties on each shift. Lead designation will be assigned by the Employer to an employee who is qualified and has designated interest in performing lead duties and will be rotated on an equitable basis. When a Technical Specialist is on-duty, the Technical Specialist will perform lead duties. If there are two Technical Specialists on duty the lead duties will be rotated between the two Technical Specialists, unless mutually agreed otherwise by the two employees.

**14.6 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. Employees will follow the Employer's process to receive certification pay. 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.

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

**14.8 On Going Compensation and Red-Circling.** No existing form of compensation, including but not limited to premium pay, certification pay, shift differentials, lead pay, per diem pay, and holiday pay shall be reduced as a result of their not being specifically mentioned in this agreement.

**14.9 Temporary assignments working out of classification.** Temporary assignments to a lower paid position will not result in a decreased rate of pay. Temporary assignments to a Technical Specialist role, as determined necessary by the Employer, will be paid at the same step of the higher paid classification for the duration of the temporary assignment.

**14.10 Payment in excess of contract provisions.** The Medical Center has the right to compensate caregivers over and above the amounts set forth in this Agreement, for limited periods of time. The Medical Center agrees to notify OFNHP of all new pay enhancement plans prior to implementation.

## **ARTICLE 15 - EDUCATION, TRAINING, AND PROFESSIONAL DEVELOPMENT**

**15.1 Continuing Education and Non-Required Certification.** The Employer will contribute funds of up to \$300 for employees with an FTE of 0.5 or greater, or \$150 for employees with an FTE of less than 0.5 per fiscal year for CEU reimbursement and/or non-required certification reimbursement. Funds will not roll over from year to year. Eligible employees must have completed their probation period. The Labor Management Committee will review and approve all applicable reimbursement requests. The educational funds must be used for bona fide educational instruction or training that improves or develops the job-related capabilities of an employee within the Medical Center, which will benefit both the Medical Center and the bargaining unit member.

**15.2 Mandatory training.** If the Employer requires an employee to attend a course, training (including any life support training course or skills fair) or class, the Employer shall be responsible for covering the cost (if any) of such, and it shall not be counted against the employee's tuition reimbursement. An employee shall not qualify for benefits under this paragraph for attending such training courses at a time or location that is not pre-approved by the Employer.

**15.3 Unpaid Education Leave.** After one year of continuous employment, employees may be granted a leave of absence, up to twelve (12) months, without pay for job related study without loss of accrued benefits or seniority. It is understood that if the leave extends past thirty (30) days they will need to apply to an open position for which they qualify pursuant to Article 10.

**15.4 In-Service Training.** The Employer will provide for ongoing in-service training programs and continuing education designed to keep employees up to date on the equipment, processes and procedures and to aid development and maintenance of skills and professional practice.

**15.4.1 On-Duty Education.** Employees may request and receive approval for minimum increments of one (1) hour of uninterrupted time, on-duty to review instrument manuals and complete Employer required continuing education modules, hospital assigned training, CAP competencies, and related required education.

**15.5 Tuition Assistance.** Employees will receive tuition reimbursement pursuant to the Employer's policy in existence at the time of request.



## ARTICLE 16 - PAID TIME OFF

**16.1 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.

**16.2 Rate of Accrual.** PTO will accrue for all hours worked in accordance with the following schedule and in accordance with Human Resources policy:

<u>Years of Service</u>	<u>Hours Accrued Annually (based on 2,080 compensated hours per year)</u>
<u>0 through 4<sup>th</sup> year</u>	<u>224 (28 days) - .10769 per hour</u>
<u>5<sup>th</sup> through 9<sup>th</sup> year</u>	<u>264 (33 days) - .12692 per hour</u>
<u>10<sup>th</sup> through 14<sup>th</sup> year</u>	<u>296 (37 days) - .14231 per hour</u>
<u>15<sup>th</sup> through 19<sup>th</sup> year</u>	<u>312 (39 days) - .15000 per hour</u>
<u>20<sup>th</sup> and subsequent</u>	<u>320 (40 days) - .15385 per hour</u>

PTO is accrued on all hours paid, excluding standby hours, hours cashed out pursuant to Section 16.6 and hours donated pursuant to Section 16.8.

**16.3 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.

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

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

**16.5 Payment.** PTO shall be paid at the straight time rate of pay. Except in the event of PTO cash-out under Section 16.6, 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.

**16.6 PTO Cash-Out.** PTO may be taken by an employee in the form of cash payment in lieu of time off each calendar year, provided that the employee makes an irrevocable election in the calendar quarter of the preceding year, in accordance with the Employer's policy. Such cash-out will be paid out at any time after the PTO to be cashed out has accrued during the calendar year, but in no event later than December 31 of that year. PTO taken in cash payment form will be paid at the employee's straight time rate of pay.

**16.6.1 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.

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

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

**16.9 Extended Illness Bank.** Employees 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.

**16.10 PTO Requests.** PTO requests for the twelve (12) month period commencing March 1 will not be accepted before December 1 of the preceding calendar year. Initial requests for PTO shall be received during December 1 to March 1 or when all bargaining unit employees have submitted their initial requests, for the twelve (12) month period commencing March 1 will be based on bargaining unit seniority. Starting December 1, each employee will have a three (3) day period, to make requests, starting with the most senior bargaining unit employee.

**16.10.1** Requests made out of order will only be honored if an employee(s) with more bargaining unit seniority does not request the same time period.

**16.10.2** Requests for PTO received after the initial request period on or before March 1, will be based on the earliest date of request, except that bargaining unit seniority will prevail in cases where requests are submitted on the same day.

**16.10.3** Requests made after the initial request period of December 1 to March 1, may be submitted by the employee up to four (4) weeks prior to the

beginning of the schedule. Employees will be notified whether requested PTO is approved within 30 days of the request.

**16.10.4** The schedule request periods will not be shortened or closed by management. Requests made after the open request periods must be done in person or by email to the scheduler.

**16.10.5** Requests shall be limited to two (2) calendar weeks during the months of June thru September until all staff have made their first requests.

## **ARTICLE 17 - LEAVES OF ABSENCE**

**17.1 Statutory Leaves of Absence.** The Employer will administer leaves of absence and maintain policies in accordance with state and federal law. Employees may review PeaceHealth policies for a more detailed understanding of their Leave of Absence rights. Employees shall be required, except as provided by law or this Agreement, to utilize all accrued PTO hours during a leave of absence, except that an employee may request in writing in advance of taking leave of thirty (30) or more days, that up to eighty (80) hours be allowed to remain in the employee's PTO bank. Statutory leaves include but are not limited to:

- Family Medical Leave Act (FMLA)
- Washington Family Care Act (WFLCA)
- Washington Paid Sick Leave (WPSL)
- Domestic Violence Leave Law
- Military Leave
- Military Spouse Leave of Absences (MFLA), and
- Workers Compensation

**17.2 Bereavement Leave.** The Employer will provide bargaining unit employees paid bereavement leave in accordance with the Employer's policy, as applicable to a majority of the Employer's employees who are not in a bargaining unit at the time of ratification of this Agreement. If additional time for leave is necessary, the employee must request PTO for such additional time and obtain the supervisors' approval in advance. Such requests shall not be unreasonably denied.

**17.3 Jury Duty/Witness Leave.** The Employer will provide bargaining unit employees paid jury duty leave and witness leave in accordance with the Employers' policy at the time of ratification of this agreement.

Employees regularly scheduled to work night shift during the period of jury duty may, by prearrangement with the Employer, be removed from the schedule for the night shift immediately prior to when the employee is required to report for jury

duty, as well as the night shift immediately following jury duty, when applicable. Under such an arrangement, the employee shall only receive jury duty pay for one missed shift, for each day served, and may use PTO or take unpaid leave at the employee's discretion to cover any additional time off.

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

#### **17.5 Union Leave.**

**17.5.1 Release time.** Officers, stewards, and other Union members designated to attend programs of the Union including, but not limited to executive council meetings and conventions; required to testify in any proceeding arising under this Agreement; or designated to participate in any meeting with management for purposes of bargaining collectively may be granted time off for such purposes. Such time shall be unpaid.

**17.5.2 Release time to work for the Union.** Subject to advance notice and the Employer's approval, employees may request time off to assume a temporary position with the Union for up to twelve (12) weeks, in a calendar year. No more than one employee shall be granted union leave at the same time. An employee on union leave will be allowed to return to their former position, with no loss of prior seniority, and at the same rate of pay.

**17.5.3 Provisions applicable to Union leave.** Requests for time off should be submitted in accordance with Article 16. Requests shall not be unreasonably denied. The employee may use, but is not required to use, PTO during a Union Leave. The parties will confer prior to an extended union leave to assure the employee taking leave will be able to work or be on paid time sufficiently to ensure benefits continue through the length of the Union leave

**17.6 Effect on Seniority or PTO.** An authorized leave of absence shall not affect previously accumulated seniority or PTO accrual rate.

### **ARTICLE 18 -HEALTH AND WELFARE**

**18.1 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.

**18.2 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.

**18.3 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.

**18.4 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.

**18.5 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.

**18.6 Insurance Expenses incurred at PeaceHealth Facilities.** Employees covered under PeaceHealth Health Insurance plans 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 19 - COMMITTEES

**19.1 Labor Management Committee (LMC).** The Employer and the Union agree to maintain a Labor Management Committee. The Committee will function as a forum for sharing information. The Committee may identify solutions and make recommendations on matters brought to the committee by either party. 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 six (6) members. Three (3) members will be appointed by the Employer and three (3) will be appointed by the Union. The intent is to accommodate the participation of the Employer's Human Resources Department and a Union Representative. Meetings will be for a maximum of 1.5 hours no more than once a month and not less than once every two (2) months, unless mutually agreed otherwise. 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.

**19.2 Interview Committee.** There will be two (2) OFNHP seats on the interview panel for non-internal bargaining unit applicants. Preferably, the two (2) seats will consist of at least one Technical Specialist and either an MT, MT Int, or MLT, from the shift the position is posted for.

## ARTICLE 20 - 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.

Union appointed committee members may request that the hospital safety committee appointees from the lab (one of whom shall be a bargaining unit member named by the Union) present safety matters directly to the hospital safety

committee. Upon request, the Employer will make a reasonable effort to assist in facilitating the Safety Committee representatives' attendance.

## **ARTICLE 21 - GRIEVANCES**

**21.1 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.

**21.1.1 Group Grievances.** A dispute arising on behalf of multiple employees or the entire bargaining unit.

**21.1.2 Days.** For the purpose of this article "days" include Saturday, Sunday, and holidays.

**21.1.3 Extension.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties, including confirmation via email.

**21.2 Pre-grievance Resolution (Informal Procedure)** Except in cases of documented discipline or a group grievance an employee will first attempt to resolve the problem with the employees' immediate supervisor or designee. When the employee brings the matter to the supervisor's or designee's attention, the employee may identify the matter as a potential grievance. When notified, the supervisor or designee will make a good faith effort to schedule a meeting at the earliest available opportunity. If the meeting or resolution appears to extend at or beyond the timeline under 21.3 either party may request an extension. The employee may request the assistance of the Shop Steward or Union representative for this procedure.

**21.3 Formal Procedure:** In accordance with 21.2 an employee who wishes to pursue a grievance will do so under the following procedure.

**21.3.1 Step 1.** The employee or the Union may submit the grievance signed by the Union representative and the employee, to the Employer's human resources department within 21 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 manager or designee. Within 14 days thereafter, the manager or designee and the employee and his or her Shop Steward or Union representative will meet in an attempt to resolve the grievance. The manager or designee will provide a written response to the grievance within 14 days after the Step 1 meeting.

**21.3.2 Step 2.** If the grievance is not resolved at Step 1, the Union 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.

**21.3.3 Step 3.** If the grievance is not resolved at Step 2, the Union may 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 Chief Operations Officer (COO) or designee and the employee and his or her Shop Steward or Union representative will meet in an attempt to resolve the grievance. The COO or designee will provide a written response to the grievance within 14 days after the Step 3 meeting.

**21.3.4 Step 4.** If the grievance is not resolved at Step 3, the Union may, no later than 14 days after receiving the Employer's Step 3 response, notify the Employer of the Union's intent to submit the matter to either mediation or 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).

**21.4 Arbitrator Authority.** 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.



**21.5 Timelines.** If the Employer fails to meet any of the time limits set forth above, the Union 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 22 - SUBCONTRACTING**

Before subcontracting work currently performed by employees in the bargaining unit, the Employer will provide the Union at least 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 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 23 - SUCCESSORSHIP**

Sale, Merger or Transfer. The Employer shall give written notice of the existence of this collective bargaining agreement to any prospective transferee with a copy of such notice given to the Union.

## **ARTICLE 24 - NO STRIKES OR LOCKOUTS**

**24.1 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.

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

## ARTICLE 25 - SAVINGS CLAUSE

If any provision of this Agreement is found to be illegal or unenforceable by a government agency or court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect. In such cases, and when necessary, the parties will meet promptly and attempt to negotiate a substitute to the invalidated provision.

## ARTICLE 26 - GENERAL PROVISIONS

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

**26.2 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 27 - TERM OF AGREEMENT**

This Agreement shall become effective upon ratification, and shall continue in full force and effect through and including April 30, 2023, and shall continue in full force until a successor contract is bargained and ratified by the parties.

PEACEHEALTH  
ST. JOHN MEDICAL CENTER

OREGON FEDERATION OF NURSE  
AND HEALTH PROFESSIONALS

Jodi M. Barschow

By *William A. Amatol*

By *Jodi Barschow*

Date: 6/30/21

Date: 6/29/2021

## APPENDIX A – Wages

*Effective the first full pay period following 5/1/2021*

<b>Step</b>	<b>MLT</b>	<b>MT Int</b>	<b>MT</b>	<b>TS</b>
<b>Base</b>	26.06	28.66	32.14	34.86
<b>1</b>	26.69	29.36	32.91	35.70
<b>2</b>	27.02	29.71	33.30	36.11
<b>3</b>	27.31	30.02	33.68	36.54
<b>4</b>	28.25	31.08	34.84	37.79
<b>5</b>	28.87	31.78	35.63	38.63
<b>6</b>	29.50	32.47	36.40	39.49
<b>7</b>	30.14	33.16	37.17	40.32
<b>8</b>	30.46	33.50	37.56	40.74
<b>9</b>	31.08	34.18	38.34	41.59
<b>10</b>	31.39	34.53	38.72	41.99
<b>11</b>	32.02	35.22	39.50	42.84
<b>12</b>	32.33	35.57	39.88	43.25
<b>13</b>	32.97	36.26	40.66	44.10
<b>14</b>	33.27	36.61	41.03	44.52
<b>15</b>	33.92	37.29	41.82	45.36
<b>16</b>	34.22	37.63	42.22	45.77
<b>17</b>	34.53	37.99	42.60	46.19
<b>18</b>	34.87	38.37	43.02	46.66
<b>19</b>	35.57	39.13	43.88	47.59
<b>20</b>	35.93	39.52	44.32	48.07
<b>21</b>	36.64	40.31	45.20	49.03
<b>22</b>	36.64	40.31	45.20	49.03
<b>23</b>	37.37	41.12	46.11	50.01
<b>24</b>	37.37	41.12	46.11	50.01
<b>25</b>	38.12	41.94	47.03	51.00
<b>26</b>	38.50	42.36	47.50	51.51
<b>27</b>	38.88	42.79	47.97	52.03
<b>28</b>	39.27	43.22	48.46	52.55

**Effective the first full pay period following 5/1/2022**

<b>Step</b>	<b>MLT</b>	<b>MT Int</b>	<b>MT</b>	<b>TS</b>
<b>Base</b>	26.84	29.52	33.10	35.91
<b>1</b>	27.49	30.24	33.90	36.77
<b>2</b>	27.83	30.60	34.30	37.19
<b>3</b>	28.13	30.92	34.69	37.64
<b>4</b>	29.10	32.01	35.89	38.92
<b>5</b>	29.74	32.73	36.70	39.79
<b>6</b>	30.39	33.44	37.49	40.67
<b>7</b>	31.04	34.15	38.29	41.53
<b>8</b>	31.37	34.51	38.69	41.96
<b>9</b>	32.01	35.21	39.49	42.84
<b>10</b>	32.33	35.57	39.88	43.25
<b>11</b>	32.98	36.28	40.69	44.13
<b>12</b>	33.30	36.64	41.08	44.55
<b>13</b>	33.96	37.35	41.88	45.42
<b>14</b>	34.27	37.71	42.26	45.86
<b>15</b>	34.94	38.41	43.07	46.72
<b>16</b>	35.25	38.76	43.49	47.14
<b>17</b>	35.57	39.13	43.88	47.58
<b>18</b>	35.92	39.52	44.31	48.06
<b>19</b>	36.64	40.30	45.20	49.02
<b>20</b>	37.01	40.71	45.65	49.51
<b>21</b>	37.74	41.52	46.56	50.50
<b>22</b>	37.74	41.52	46.56	50.50
<b>23</b>	38.49	42.35	47.49	51.51
<b>24</b>	38.49	42.35	47.49	51.51
<b>25</b>	39.26	43.20	48.44	52.53
<b>26</b>	39.66	43.63	48.93	53.06
<b>27</b>	40.05	44.07	49.41	53.59
<b>28</b>	40.45	44.52	49.91	54.13

## **APPENDIX B – Key Certification**

- ASCP – Specialist Blood Banking (SBB);
- ASCP – Specialist Microbiology (SM);
- ASCP – Specialist in Chemistry (SC);
- ASCP – Specialist Hematology (SH);
- ASCP – Specialist Molecular Biology (SMB)

## MEMORANDUM OF UNDERSTANDING – Severance Benefits

PeaceHealth (“Employer”) and OFNHP (“Union”) hereby agree as follows:

1. PeaceHealth has adopted a new system-wide Severance Policy (“Policy”). Under the terms of the Policy, its provisions shall apply to caregivers covered by a collective bargaining agreement if their bargaining representative agrees in writing that the provisions are subject to the right of PeaceHealth to modify or terminate the provisions unilaterally at any time.

2. Accordingly, the parties agree that caregivers represented by the Union are eligible to receive benefits under the Policy, in accordance with the terms of the 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 caregivers of the Employer.

3. Under the terms of the current Policy, severance benefits are available to an employee in the event of a termination of employment resulting from position elimination or reduction in force, with no opportunity for recall. Under the terms of the parties’ Agreement, however, employees who are subject to layoff have recall rights pursuant to Section 8.6. Accordingly, the terms of the parties’ Agreement as written preclude the eligibility of bargaining unit members for severance benefits whenever a work force reduction occurs.

4. The parties wish to avoid the outcome described in Paragraph 3 above. Accordingly, the parties agree that an employee, after having been notified of elimination of his/her position, may elect to receive severance benefits in accordance with the terms of the Policy. Employees must make this election in writing within seven (7) calendar days after having received notice of elimination of their position. Failure to satisfy this requirement shall result in forfeiture of the opportunity to elect severance benefits.

5. The election described in Paragraph 4 above is not available in the event of a reduction of hours worked or a reduction in FTE status. An employee’s receipt of severance benefits is conditioned on the employee’s termination of employment.

6. An employee’s election to receive severance benefits in accordance with paragraph 4 above shall constitute a waiver by the employee of any of the rights described in Article 8 of the parties’ Agreement.

## MEMORANDUM OF UNDERSTANDING – Lump Sum Longevity Payments

Employees having at least 30 years of experience, will receive an annual lump sum longevity payment, beginning the first full pay period following May 1, 2019. This lump sum will be calculated as follows:

- Employee's hourly rate of pay after the wage scale increase x FTE as of wage scale increase x 2080 hours x percentage defined below:
  - Employees with 30-34 years of experience will receive a 1% lump sum
  - Employees with 35-39 years of experience will receive a 2% lump sum
  - Employees with 40 or greater years of experience will receive a 3% lump sum
  - For per diem employees the FTE will be based on a twelve (12) pay period look back for average hours worked

Examples:

On the first full pay period following May 1, 2019, caregiver A, who is a 1.0 FTE MT and has 31 years of experience would receive a lump sum payment using the following calculation:

$$\$44.81 \times 1.0 \times 2080 \times 1\% = \$932.05$$

On the first full pay period following May 1, 2020, caregiver B, who is a 0.8 FTE MLT and has 36 years of experience would receive a lump sum payment using the following calculation:

$$\$38.13 \times 0.8 \times 2080 \times 2\% = \$1268.97$$



## **MEMORANDUM OF UNDERSTANDING – Limited Duration Schedule Stability Incentive Program**

PeaceHealth St. John Medical Center and OFNHP agree to implement a Limited Duration Schedule Stability Incentive program. The purpose of this program shall be to help ensure an adequate number of qualified skilled caregivers to provide safe patient care. The intent is to use PeaceHealth St. John’s own qualified caregivers to augment staffing on a voluntary basis to avoid mandatory overtime, whenever possible.

This MOU is not intended to change Article 13.1 Work Schedules. Qualifying shifts include and are not limited to:

- Unforeseeable emergent circumstances
- When it would be detrimental to the patient care if left unfilled

The Medical Center will designate Schedule Stability Incentive shifts at the time the schedule is sent out for the last round of bidding in accordance with article 13.1.iv.

Additionally, Schedule Stability incentive shifts may be offered in accordance with Distribution of Additional Work Hours (article 12.3.6), as designated by the Medical Center.

Shift	Incentive
Day	\$125
Evening	\$135
Night	\$150

To qualify, caregivers must meet eligibility requirements.

Eligibility:

Part-time and full-time caregivers are eligible once they have worked 80 hours in the pay period for which they work a designated Schedule Stability incentive shift.

Per Diem caregivers are eligible once they have worked 40 hours in the pay period for which they work a designated Schedule Stability incentive shift.

Exceptions to the worked hours noted above are that mandatory low workload hours and pre-scheduled, approved PTO shall count towards worked hours for Schedule Stability incentive eligibility.

Schedule Stability pay will only be offered for full shifts.

Once a caregiver is placed on the schedule with Schedule Stability pay, the caregiver has the same work obligations for that shift as for any other scheduled shift.

This is a 6-month pilot program, which may be extended by mutual agreement, and may be withdrawn by either party with written notice as long as no caregiver is deprived of incentive pay if they have already signed up for a shift that has been so designated.

This MOU will be a standing agenda item in Labor Management Committee.