

**Tentative Agreement**

This is the Tentative Agreement reached between PeaceHealth Southwest Medical Center (the “Employer”) and OFNHP, Local 5017, AFT, AFL-CIO (the “Union”) for a successor collective bargaining agreement, to end on June 30, 2027. The Union’s Bargaining Team agrees to fully recommend the tentative agreement to its members during the ratification vote.

As part of this Tentative Agreement, the Union agrees to withdraw, with prejudice, all pending unfair labor practice charges in cases including but not limited to 19-CA-328366, 19-CA-328047, and the Employer agrees to withdraw, with prejudice, 19-CB-328725 on a non-precedent setting basis.

Also as part of the Tentative Agreement, the following lump sum bonuses will be paid: On the first full payroll period after ratification, caregivers employed on June 30, 2023 and on the date of payment, shall be eligible for a lump sum bonus, less withholdings, based on the following schedule:

.8 FTE or greater = \$2,000

Less than .8 FTE = \$1,000

Per Diem with at least 500 hours worked within the prior fiscal year = \$500

All provisions in the existing collective bargaining agreement for which no change is agreed upon herein shall be carried forward into the new agreement. Modifications to other provisions are listed below<sup>1</sup>:

**Article 2**

**Union stewards, representatives, and related provisions**

**2.1 Union Stewards.** Union Stewards are bargaining unit employees. The Union shall provide the Employer a list of all Union Stewards and elected union representatives from the bargaining unit. The transaction of Union business shall be on the employees’ own time, except a Union Steward on duty shall be paid their regular rate of pay for attending investigatory interviews. When attending grievance meetings, a union steward will be paid their regular rate of pay, when requested by the employer. One Union Steward will be paid for attending impact bargaining meetings with the Employer. Off duty Union Stewards have the same rights to enter the hospital as other off-duty employees. They also may enter the hospital to transact Union business, in which case they shall be subject to the same access provisions as Union Representatives.

**2.2 Union Representatives’ Access to Premises.** Non-employee Union Representatives (employees of the Union) shall be permitted access to public areas of the hospital for ascertaining whether this Agreement is being observed and to assist Stewards in the administration and enforcement of the Agreement. Should a Union Representative require access to a bargaining unit member breakroom, they shall notify -the appropriate Employer Representative in advance, and such access shall not be unreasonably denied. 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.

<sup>1</sup> If there are no changes to a section within an Article, the section is not listed below. For example, there were no changes to 3.1 or 3.2, and 3.1 and 3.2 is not listed in this Tentative Agreement.

**2.3 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 up to thirty (30) minutes during the orientation, and the location of the orientation. In the event there is in-person new employee orientation at the Employer's location, the Employer agrees to provide up to forty-five (45) minutes for a representative of the Union to make a presentation during orientation of new employees. The Union may include internal transfers and rehires into the bargaining unit in the orientation meeting. The Employer will notify the Union of the date and time of new employee orientation at least two weeks in advance. The Union will be responsible to communicate the date and time of the Union's new employee orientation meeting to rehires and transfers. In accordance with the foregoing, ~~the~~ the Employer will provide a Union Steward or Representative the opportunity, on release time without pay, to meet with new bargaining unit members, including rehires and transfers at the new employee orientation or during an alternate time during the orientation process. New employees and internal transfers into the bargaining unit position will be paid for up to ~~forty-five (45)~~thirty (30) minutes for this part of orientation. If new employee orientation occurs online, the Union and the Employer will work together to ensure time for a union presentation, which shall have an in-person option, in accordance with the above.~~

**2.4 Union Bulletin Boards.** The Employer will provide to the Union, Union bulletin board space of 24" X 36" for posting of Union related notices. Bulletin boards will be located in non-patient care areas, such as break rooms, that are accessible to bargaining unit employees or other mutually agreed upon locations. Union Boards shall be accessible by Union Stewards and representatives in accordance with Section 2.2 to ensure acceptable placement and regular updates.

**2.5 Printing of Agreement.** The Employer and the Union shall share equally the cost of printing sufficient copies of this agreement for distribution by the Union. The content of the cover of this agreement shall be determined by mutual agreement between the parties. The parties will endeavor to finalize this agreement in a timely manner so that it may be printed within 30 days of ratifying the agreement.

### Article 3 Union membership

**3.3 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 PEACCOPE 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 PEACCOPE amounts.

**3.4 Bargaining Unit ~~on~~ Roster.** The ~~e~~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, PEACCOPE deduction, ~~and~~ any employee transfers into and out of the bargaining unit, and any employee terminations from the bargaining unit.

~~3.4.1 The employer shall submit to the Union a report of all transfers into and out of the bargaining unit, monthly.~~

#### ARTICLE 4 NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, age, gender, gender identity, sex, marital status, sexual orientation, veteran status, citizenship, or disability or handicap, in accordance with applicable state and federal laws. The parties agree that it generally will not be considered "reasonable" for an accommodation under the Americans with Disabilities Act (ADA) or other law requiring accommodation to circumvent or otherwise conflict with the seniority provisions of this Agreement.

#### ARTICLE 5 CATEGORIES OF EMPLOYEES

**5.1 Full Time Employee.** A regular full-time employee is any employee who is regularly scheduled to work 36 hours per week. This definition does not apply to employee health and welfare benefits.

**5.2 Part-Time Employee.** A part-time employee is any employee who is regularly scheduled to work, less than 36 hours per week. This definition does not apply to employee health and welfare benefits.

**5.3 Per Diem.** Per Diem employees are employees who provide coverage on intermittent or as needed basis. To remain in an employed status, Per Diem employees will be required to meet the following requirements:

Per diem employees shall coordinate their availability with their department staffing needs and be available a minimum of four (4) shifts per month with one of the four (4) shifts being a weekend or night shift. Per diems will give four (4) holiday options, two (2) fall/winter (Thanksgiving, Christmas Eve, Christmas, and New Years Day) and two (2) spring/summer (Memorial Day, Independence Day, and Labor Day). Per diem can be scheduled for a maximum one holiday per year unless by mutual agreement.

~~be available a minimum of 2 shifts per pay period, one of which will be a weekend shift and one holiday per year.~~ Scheduling of Per Diems will not occur until the Employer has scheduled regular employees according to seniority. Per Diem availability shall be due three weeks prior to the posting of the schedule. Per Diem employees must, as a condition of employment, agree to maintain the skills of their position, and to meet the needs of their work unit as determined by the Employer. Per Diem employees who also hold a position in another classification of at least .5 FTE are exempt from these work requirements. Employees who hold multiple Per Diem positions will be accountable to the minimums only in their primary position.

**ARTICLE 8  
DISCIPLINE AND DISCHARGE**

**8.1 Discipline and Discharge:**

**8.1.1** No employee shall be disciplined or discharged without just cause.

**8.1.2** 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.

**8.1.3** ~~Except in cases where mitigating circumstances exist, t~~The Employer will commence investigations of employees that may result in disciplinary action within ~~thirty (30)~~ fourteen (14) days of management's knowledge of the incident(s), unless mitigating circumstances such as employee or manager absence makes the timeline unreasonable.

**8.1.4** 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.

8.1.4.1 When an employee is removed from the schedule due to suspected impairment and/or diversion, that employee will be placed on unpaid administrative leave pending the outcome of the investigation. All pay and benefits will be reimbursed to the employee if either/both are not substantiated.

**8.1.5** An employee called into in an investigatory meeting with management will be advised of the reason for the meeting in advance of the meeting, and whether or not it's related to discipline.

If the Employer has identified a specific policy that may have been violated prior to the investigatory interview, the Employer upon request will provide a copy of the specific policy at the investigatory meeting.

Investigatory meetings typically will include up to the following individuals: a leader, an additional leader or representative from Human Resources, a union representative, and the employee who has been called into the investigatory meeting. The Employer and/or the Union may include additional individual(s), for example a notetaker or trainee, with advance written notice to the other party. Discussions related to discipline ~~shall~~ should be conducted in a private setting, away from employees, patients and the public. "Discussion related to discipline" does not include communication or coaching related to a patient or other safety issue requiring immediate intervention.

**8.1.6** Except where mitigating circumstances exist, the Employer will make a good faith effort to complete an investigation and issue written disciplinary notices within forty-five (45) ~~90~~ days from the date that it became aware of a violation or should have been

aware. The Employer will make a good faith effort to issue written disciplinary notices within 14 days following the completion of the investigation.

**8.1.7** The Employer will provide an affected employee with a copy of any written disciplinary notice. The Employer will inform the employee that the employee may request a copy of the corrective action be forwarded to the Union by making a notation on the corrective action form. 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.

8.1.8 In extenuating circumstances, and only upon the request of the employee, an employee may have a union steward present as a non-participatory witness to the delivery of formal discipline. The request for a union steward witness may not delay the delivery of such discipline.

**8.3 Removal from File.** Upon request of an employee, written disciplinary notices will be removed from the personnel file on the applicable timeline. The Employer will send a notice to the employee confirming removal no later than fourteen (14) days after the request.

## ARTICLE 10 HOURS OF WORK

### 10.2 Overtime.

**10.2.1 Weekly overtime.** All time worked in excess of forty (40) hours during a designated seven (7) day period will be considered overtime.

**10.2.2 Daily overtime.** All time worked in excess of the employee's scheduled shift, of least 8 hours, will be considered overtime.

**10.2.3 Overtime rate.** Overtime will be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay, and pay for standby/on-call and differentials is included in the calculation for an employee's regular rate of pay. ~~Overtime will be computed by rounding 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. All overtime must be properly authorized by the employer, except in exigent circumstances.

**10.2.4 Mandatory overtime work.** Mandatory overtime is prohibited except for when there is an unforeseeable emergent circumstance that would be detrimental to patient care.

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

10.2.6 On-Call Overtime. On or before July 1, 2024, the Employer will comply with the provisions of RCW 49.28.140, including but not limited to performing non-emergent cases.

**10.5 Work Schedules.** Work schedules will be posted on at least a 4 (four) week basis and will be posted no later than 14 days prior to the effective date. Except in emergency circumstances, changes to the posted schedule will be by mutual agreement with the affected employee(s). Schedules will be posted by the existing department protocol. Requests for scheduled days off, or to retract scheduled days off, must be submitted in accordance with article 15, PTO. Employees will not be pre-scheduled beyond their FTE without their consent, except as outlined in 10.2.4.

**10.5.1 Distribution of Additional Work.** Prior to the posting of the schedule, when additional work becomes available the shift(s) will be distributed on a rotational basis to employees in the department who email their scheduler their availability, first at straight-time, then at time-and-a-half.

**10.5.2 Extra Shifts.** After the schedule is posted, when extra shift(s) become available they will be offered to employees according to the MOU for Voluntary Shifts.

If, during the term of this Agreement, PeaceHealth implements a more generous system-wide incentive program for extra shifts which is applicable to non-bargaining unit employees working in the same or similar classifications as bargaining unit employees under this Agreement, the Employer agrees that such system-wide incentive program for extra shifts will be applied to employees in the bargaining unit, and will replace the Schedule Stability Incentive Program-PHSW OFNHP Technical.

**10.8 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 dayfirst and eveningsecond shifts; and, for the nightthird shift, Friday and Saturday or Saturday and Sunday, as designated by the Medical Center upon a caregiver's employment or subsequently upon a caregiver's change of unit, hours or position title.

**10.9 On-call or standby/call back.** Employees will be paid \$8.003.75 per hour while on call. Employees placed on standby status during a recognized holiday will be compensated at \$4.75 hour.



Standby hours will not be counted as hours worked. An employee on standby status who is called in to work will be compensated for standby pay in accordance with current policy. Any employee over the age of 64 will not be required to take standby, but may volunteer to do so.

In the event of a call back there will be a minimum call back pay of three hours or the actual hours worked, whichever is greater.

Another minimum guarantee of three hours is not initiated if a caregiver is called back to work prior to the expiration of the previous three-hour minimum.

When an employee is called back less than three hours prior to his/her scheduled shift, the minimum call back will instead be for the period of time from when the employee reports to work until the beginning of the next scheduled shift, whether or not the Medical Center interrupts the call back during that period.

10.10 No Pyramiding. There will be no pyramiding or duplication of overtime pay. There also will be no pyramiding of overtime, premium, or incentive shifts. An employee will receive only the most generous premium or incentive payment, or overtime if it is more generous than the premium or incentive. Any hours for which an employee received incentive or premium payment of 1.5x or more will not count towards overtime for any purpose, and will not be paid at an overtime rate, with the sole exception of CES.

**10.119 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 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.

If, during the term of this Agreement, PeaceHealth recognizes an additional holiday system-wide, the additional holiday will be added to this Section 10.11.

**10.119.1** Employees will have the option to use PTO if their area runs reduced staffing levels or is closed on a recognized holiday and they would normally be scheduled that day.

**10.124 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 (1½) the employee's regular rate of pay will be paid on the sixth and consecutive day worked, and each subsequent consecutive day worked, following five (5) consecutive days already worked, unless waived by

mutual agreement. 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 (e.g., midnight to 11:59 pm) on which the caregiver's scheduled shift begins.

The Medical Center may cancel any day of work to break the consecutive day cycle. This section shall not apply to employee-initiated shift or schedule changes.

**10.12 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). Prior to implementing low census procedure, 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. Agency personnel
2. Employees working at an overtime or premium rate of pay during the shift.
3. Volunteers
- ~~1. Volunteers earning at least 1 1/2 times the regular rate of pay.~~
- ~~2. Employees earning at least 1 1/2 times the regular rate of pay.~~
- ~~3. Volunteers working at a regular straight time rate of pay.~~
- ~~4. Agency personnel.~~
4. Per Diem employees.
5. Employees working an extra shift (outside of their regular schedule).
6. Full-time and part-time employees on an equitable rotation basis that starts with the least senior employee, provided that skills, competency, ability and availability are considered equal.

## ARTICLE 11

### JOB POSTINGS AND FILLING OF VACANCIES (TA 6/30/23)

**11.1 Job Postings.** Job vacancies covered by this agreement will be posted electronically 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. Postings will include the job title department, requirements for the job, shift (day/evening/night/variable), shift length, FTE status, and date of posting. The Employer may post positions internally and externally at the same time. 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, Qualifications being equal,~~ the position will be awarded to the ~~most~~ employee with the most bargaining unit seniority.



**11.2.1** Employees must meet the minimum qualifications of the position as established by the employer. The qualifications will be listed in the job profile. If an employee works in a different job classification, they must possess the ability to perform the functions of the new position after receiving with no more than the standard departmental basic orientation provided to newly-hired employees in the new job category.

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

**11.2.3** A change in FTE and/or shift change may be allowed within the same position/job profile/classification with mutual agreement between the individual Employee and the Employer.

**11.2.4** No employee shall be allowed more than two (2) awarded positions within a twelve (12) month period, unless mutually agreed otherwise between the individual Employee and the Employer.

**11.2.5** Lead positions will be posted in accordance with this Section 11.2, however the Employer will award lead positions to the most qualified internal applicant (if available), as determined by the Employer.

The start dates begin at the start of a new payroll period and generally do not exceed four 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.

## ARTICLE 12 SENIORITY

**12.3 Loss of Seniority.** An employee's Bargaining Unit Seniority will be broken for all purposes if:

**12.3.1** The employee terminates voluntarily or through layoff and is rehired by PeaceHealth Southwest in a bargaining unit position more than twelve (12) months later.

**12.3.2** The employee is discharged from employment for just cause.

**12.3.3** The employee is absent due to illness or injury (excluding on-the-job injury or illness covered by Worker's Compensation) or leave of absence from the bargaining unit for a period exceeding one (1) year.

**12.3.4** The employee applies to and is awarded a position outside of the bargaining unit and serves up to one-year in a non-bargaining unit position.

### **12.4 Freeze of Seniority:**

**12.4.1 Employer-Required Leave.** Employees on Employer-Required Leave will have their seniority (for the purpose of this Article) accrual frozen during the period of the

leave. If the employee returns to work after the leave, their seniority accrual will re-start from the accrual they had when the leave started. This provision will not apply to administrative leaves.

12.4.2 Employee Absence Due to Illness or Injury. Employees absent due to illness or injury, excluding on-the-job injury or illness covered by Worker's Compensation, (under Section 12.3.3 above) will have their seniority (for the purpose of this Article) accrual frozen during the period of leave. If the employee returns to work within four (4) years, upon notification by the Union of prior seniority within two weeks after the most recent date of hire, their seniority will re-start from the accrual based on documentation showing the employee's prior seniority.

**12.54 Seniority Tie Breaker.** If employees have the same bargaining unit seniority date, the following tie breaker will be used to determine the seniority order: 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 13 LAYOFFS, RECALLS, AND RESTRUCTURES**

**13.1 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 bargaining unit seniority will be laid off first, provided that skill, competence and ability are substantially equal. Prior to implementing a layoff, the Employer may 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 shift and 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.

**13.1.1 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 workdays), 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.

**13.1.2 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, are within 0.2 FTE of the employee's position at the time of layoff, and the employee has the necessary skills and ability in

the Employer's opinion 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 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.

**13.1.3 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.

**13.1.4 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 least senior employee in the same classification in a position of equivalent or lesser FTE on another shift.
3. If no equivalent FTE position is available, then the individual has the right to displace the least senior employee with the next lesser FTE status on their current shift.
4. If no employee has a lesser FTE on the individual's current shift, then the individual has the right to displace the least senior employee with the next lesser FTE status on another shift.

**13.5 Temporary Department Closure.** In the event of a scheduled temporary department closure that is anticipated to last longer than seven (7) days, the parties shall meet and discuss the details of the procedure to be used, which may include temporary reassignments where available, temporary layoff, and/or other alternatives.

## Article 14

### Wage Rates and Compensation

**14.1 Wage Rates.** All bargaining unit employees shall receive a wage increase of:

- ~~First full pay period following 12/1/2019 new wage scale becomes effective~~
- \$1.00 added to each wage rates before an increase of 6% the first full pay period after ratification
- 5% the first full pay period following July 1, 2024
- 4.0% the first full pay period following July 1, 2025
- 4.5% the first full pay period following July 1, 2026
- ~~2% the first full pay period following March 1, 2020~~
- ~~1% the first full pay period following October 1, 2020~~
- ~~3% the first full pay period following October 1, 2021~~

- ~~3% the first full pay period following October 1, 2022~~

**14.4 Compensation Above Contractual Rates.** The Employer has the right to compensate employees over and above the amounts set forth in this Agreement, for limited periods of time. The Employer agrees to notify the Union of all new pay enhancement plans prior to implementation.

#### **14.54 Shift Differentials**

**14.54.1 Evening Shift Differential.** Evening shift shall be defined as per the Employer's policy. 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. Effective the first pay period following July 1, 2024, increase evening shift differential to \$3.50.

**14.54.2 Night Shift Differential.** Night shift shall be defined as per the Employer's policy. Employees who work three (3) or more hours during the night shift shall receive a differential of \$5.00 ~~3.50~~ per hour for actual hours worked during the night shift.

**14.5.3. Weekend Shift Differential.** Weekend shift shall be defined as per the Employer's policy. Effective the first pay period following July 1, 2025, employees who work weekend shifts shall receive a differential of \$1.00 per hour for actual hours worked during the weekend shift.

**14.65 Preceptor/Student Trainer Pay.** The Employer may assign employees as preceptors or student trainers. Preceptor and student trainer assignments and duties are at the discretion of the Employer. Employees assigned as preceptors or student trainers shall receive a differential of \$1.75 per hour.

**14.76 Lead Pay.** Employees assigned by the Employer to perform lead duties on a temporary basis in addition to their routine daily assignments shall receive lead pay as reflected in Appendix A. Assignment of temporary lead responsibilities will be determined by the Employer.

**14.87 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 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. The Certification Pay program may be a standing agenda item in the Labor Management Committee.

**14.98 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.

**14.109 Red-Circling.** Employees currently receiving differentials or premiums higher than provided for in this Agreement shall continue to receive the higher differentials and premiums for the duration of the Agreement.

**14.110 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 higher paid classification for one or more shifts will be paid at the same seniority step of the higher paid classification.

**14.124 Pharmacy Technicians.** Pharmacy Technicians who are trained and work in the chemo/iv room for a minimum of two hours during a shift shall receive this differential of \$2.00 for the full shift, when assigned by the Employer. Differential will not be paid while the Technician is orienting or on PTO. If there are no volunteers to be trained to work in the chemo/iv room, the Employer may determine, in its sole discretion, Pharmacy Technicians to be assigned into the chemo/iv room. ~~The eligibility for this differential will begin on the first full pay period following July 1, 2020 in the amount of \$1.50 per hour. Beginning on the first full pay period following July 1, 2021, the differential shall increase to \$2 per hour.~~

**14.13 Longevity Lump Sum Payment.** For employees who are at the top step of the pay scale and who are employed on the first full pay period after ratification shall receive a one-time lump sum of \$1,000.

**ARTICLE 15  
PAID TIME OFF**

**15.2 Rate of Accrual.** PTO will accrue for all hours paid worked, up to eighty (80) hours in a pay period excluding standby hours, hours cashed out pursuant to Section 15.6 and hours donated pursuant to Section 15.8. as provided below, in accordance with the following schedule and in accordance with Human Resources policy, as amended from time to time. ~~Effective the first full pay period following 7/1/2020 PTO will accrue for all hours worked, in accordance with the following schedule and all other provisions will be in accordance with the Human Resources policy, as amended from time to time:~~

Years of Service	Hours Accrued Annually (based on 2,080 compensated hours per year)		
0 through 4th year	224 (28 days)	-	.10769 per hour
5th through 9th year	264 (33 days)	-	.12692 per hour
10th through 14th year	296 (37 days)	-	.14231 per hour

15th through 19th year    312 (39 days)                    -            .15000 per hour

20th and subsequent       320 (40 days)                    -            .15385 per hour

~~PTO is accrued on all hours paid, excluding standby hours, hours cashed out pursuant to Section 15.6 and hours donated pursuant to Section 15.8.~~

**15.10 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.

All requests for PTO may be submitted up to one (1) year in advance and at least three weeks prior to posting of the schedule on which the PTO falls.

Such requests will be granted based on the date the request was submitted, provided the skills and abilities of the employee are not significant factor as determined by the employer.

Employees will not be required to have accrued all the PTO that they are requesting at the time of approval provided that the employee seeking time off is expected to have sufficient PTO to cover the requested time. PTO accrual will be reviewed by the supervisor prior to posting each schedule to confirm any scheduled PTO is supported by PTO accrual. Any scheduled PTO that is not supported by PTO accrual may will be canceled by the Employer following a discussion with the employee. The Employer may include in the foregoing discussion the potential option to keep the scheduled time off as unpaid.

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

- For classifications within a Department, with 61 or more bargaining unit members, there shall be at least 3 or more vacation slots per shift.
- For classifications within a Department, with 41- 60 bargaining unit members, there shall be at least 2 or more vacation slots per shift.
- For classifications within a Department, with 20-40 bargaining unit members, there shall be at least 1 or more vacation slot per shift.
- For classifications within a Department, with less than 20 bargaining unit members there will be at least 1 or more vacation slot per day.
- For classification with a Department requiring techs with particular specialty skill sets, the employer may need to adjust the number of vacation slots to ensure patient care
- Approved state and federal leaves do not count toward the vacation slots set forth above

## **ARTICLE 16 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 Employer will comply with all regulations and policies regarding inspecting medical equipment



with an Instruction for Use (e.g. PAPRS, patient lifts, etc...). 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. If there are staffing concerns, staffing concerns will be addressed by the staffing committee per the MOU.

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 may appoint up to three bargaining unit members from different represented departments to the Employer's Safety Committee. The Employer will notify the Union if one of the seats is vacated at safety committee. Employees will be paid for time spent participating in the Safety Committee. Upon request the Employer will make a reasonable effort to assist in facilitating the Safety Committee representatives' attendance.

## **ARTICLE 18 EDUCATION, TRAINING, AND PROFESSIONAL DEVELOPMENT**

18.7 Cross Training. Each department may implement a cross-training program to support employees' professional development. Criteria for selection into the cross-training program will be developed by the Employer, in its discretion. Once the cross-training program has been developed by the Employer, the Employer will provide a copy to the Union and will discuss with the Union upon request.

## **ARTICLE 20 COMMITTEES**

**20.1. Labor Management Committee.** The Employer and the Union agree to maintain one Labor Management Committee for the Service and Technical units. The Committee will function as a forum for sharing information and resolving issues. 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 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 consist of up to twelve (12) members. Six (6) members will be appointed by the Employer and six (6) will be appointed by the union. Meetings will be for a maximum of two (2) hours. The Committee will meet not less than once every two (2) months. 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.

20.1.1 Interim Bargaining. While the Labor Management Committee typically is not for the purpose of engaging in bargaining, if both the Employer and the Union agree, they may mutually agree to address an issue subject to interim bargaining in the Labor Management Committee.

**ARTICLE 21 - 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. In the event the Employer merges, is sold, leased, or otherwise transferred to be operated by another person or firm, the Employer shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, if such notice is so given, the Employer shall comply with all laws and statutory requirements in effect at the time of the sale, merger, or transfer. The Employer will also provide notice to the Union of any such sale, lease or transfer at least ninety days (90) prior to the closing date.

**Article 26  
Term of Agreement**

This Agreement shall become effective upon ratification and shall continue in full force and effect through and including June 30, 20272023 and shall continue in full force until a successor contract is bargained and ratified by the parties.

PEACEHEALTH

OFNHP - SERVICE

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MOU**

**Limited Duration-Schedule Stability Incentive Program-PHSW OFNHP Technical**

**Sign up for and work additional shifts during a pre-designated time frame and get a bonus!**

<i>Shift</i>	<i>Incentive</i>
<i>Day</i>	<i>\$100.00</i>
<i>Evening</i>	<i>\$125.00</i>
<i>Night</i>	<i>\$150.00</i>

**FAQs :**

*Who is eligible?*

- Caregivers with a scheduled FTE, in the designated units, are eligible as long as they are picking up shifts, including partial shifts, in addition to their normally scheduled shifts.
- Per Diem staff are eligible for shifts picked up beyond their minimum availability.
- Identified incentive shifts will be posted and awarded by sign-up sheet specific to incentive shifts (see attached).

*What if I don't end up working my full FTE?*

- Sorry, you need to work your scheduled FTE, in addition to the extra shifts, to be eligible to receive the schedule stability incentive program bonus, except:-
- Pre-approved PTO and absences due to illness where the employee has PTO/EIB (as applicable) to cover the sick time counts towards your obligations under the incentive program.
- If you are mandatorily low censused it will not impact your bonus eligibility.
- If you volunteer to take low census for an incentive shift you will not be eligible to receive the incentive for that shift.
- We recognize rest is important for providing optimal patient care, and as such, incentive shifts should be compliant with contract provisions such as avoiding short rest.

*How do I get paid?*

Extra shifts will be paid out during the applicable pay period.

*~~This is a 90-day pilot program  
If you're interested in participating, please talk with your leader!~~*

**APPENDIX A**

<b>Job Title</b>	<b>Grade</b>
EKG Technician AFT-Tech PHSW	1
EKG Technician Lead AFT-Tech PHSW	2
Pharmacy Technician AFT-Tech PHSW	<del>3</del> 2
Anesthesia Technician AFT-Tech PHSW	3
Pharmacy Tech Lead AFT-Tech PHSW	3
<a href="#">Pharmacy Buyer</a>	<u>4</u>
LPN AFT-Tech PHSW	4
OB Surgical Technologist AFT-Tech PHSW	5
Surgical Technologist AFT-Tech PHSW	5
LPN Lead AFT-Tech PHSW	5
<a href="#">Surgical Implant Coordinator AFT-Tech PHSW</a>	<u>5</u>
Instructors AFT-Tech PHSW	5
Instructors Lead AFT-Tech PHSW	6
Radiology Tech AFT-Tech PHSW	<del>8</del> 6
Radiology Tech PD AFT-Tech PHSW	<del>8</del> 6
Neurodiagnostic Technologist AFT-Tech PHSW	6
Respiratory Therapist AFT-Tech PHSW	<del>8</del> 7
CT Technologist AFT-Tech PHSW	<del>9</del> 8
Mammography Tech AFT-Tech PHSW	8
Respiratory Therapist- COPD AFT-Tech PHSW	<del>9</del> 8
Cardiac Sonographer AFT-Tech PHSW	<del>10</del> 9
Cardiovascular Tech AFT-Tech PHSW	9
MRI Technologist AFT-Tech PHSW	9
Nuclear Medicine Tech AFT-Tech PHSW	9
Nuclear Medicine Tech PD AFT-Tech PHSW	9
Respiratory Therapist Lead AFT-Tech PHSW	9
Imaging Student Coordinator AFT-Tech PHSW	9
Cardiac Sonographer Lead AFT-Tech PHSW	<del>10</del> 11
Cardiovascular Tech Lead AFT-Tech PHSW	10
<a href="#">Cardiovascular Supply and Equipment Coordinator AFT-Tech PHSW</a>	<u>10</u>
Electro Physiology Tech AFT-Tech PHSW	10
<a href="#">Electro Physiology Tech Lead AFT-Tech PHSW</a>	<u>11</u>
Nuclear Med Tech Lead AFT-Tech PHSW	10
Radiation Therapist AFT-Tech PHSW	10
<a href="#">Radiation Therapist Lead AFT-Tech PHSW</a>	<u>12</u>
Radiology Lead AFT-Tech PHSW	10
Ultrasound Tech AFT-Tech PHSW	10
Ultrasound Tech Lead AFT-Tech PHSW	11

///

PeaceHealth SW and OFNHP Tech Unit

///

The parties agree this Tentative Agreement constitutes the full and complete agreement reached.

\_\_\_\_\_ Date:

Kyle Abraham  
Spokesperson for the Employer

\_\_\_\_\_ Date:\_\_\_\_\_

Shawna Ross  
Spokesperson for the Union