

Between

**Oregon Federation of Nurses and Health Professionals**



**Tech Unit**

And

**PeaceHealth Southwest Medical Center**



**Collective Bargaining Agreement**

**December 1, 2023  
to  
June 30, 2027**

## TABLE OF CONTENTS

ARTICLE 1 RECOGNITION AND BARGAINING UNIT .....	1
1.1 Parties to this Agreement.....	1
1.2 New & Substantially Modified Positions. ....	1
ARTICLE 2 UNION STEWARDS, REPS, & RELATED PROVISIONS.....	1
2.1 Union Stewards .....	1
2.2 Union Representatives' Access to Premises .....	1
2.3 New Employee Orientation .....	1
2.4 Bulletin Boards .....	2
2.5 Printing of Agreement .....	2
ARTICLE 3 UNION REPRESENTATIVES AND ACCESS.....	2
3.1 Union Membership.....	2
3.2 Dues Deduction .....	3
3.3 Voluntary Political Action Fund Deduction .....	3
3.4 Bargaining Union Roster.....	3
ARTICLE 4 NON-DISCRIMINATION .....	3
ARTICLE 5 CATEGORIES OF EMPLOYEES.....	4
5.1 Full Time Employee.....	4
5.2 Part-Time Employee.....	4
5.3 Per Diem .....	4
5.4 Temporary Employee .....	4
5.5 Introductory Period .....	4
5.6 Change in FTE & Per Diem Status .....	5
ARTICLE 6 EMPLOYER RIGHTS.....	5
ARTICLE 7 EMPLOYEE PERSONNEL FILES .....	6
ARTICLE 8 DISCIPLINE AND DISCHARGE .....	6
8.1 Discipline and Discharge .....	6
8.2 Progressive Discipline .....	7
8.3 Removal from File .....	7
ARTICLE 9 GRIEVANCE PROCEDURE .....	7
9.1 Definition .....	7
9.2 Pre-grievance Resolution (Informal Procedure) .....	7
9.3 Formal Procedure. ....	8
9.4 The arbitrator.....	9
9.5 Timelines.....	9
ARTICLE 10 HOURS OF WORK .....	9
10.1 Work Period.....	9
10.2 Overtime.....	9
10.3 Overtime Distribution .....	10

10.4 Meal Periods and Rest Breaks .....	10
10.5 Work Schedules .....	10
10.6 Report Pay.....	11
10.7 Rest Between Shifts (Short Rest) .....	11
10.8 Consecutive Weekends.....	11
10.9 On-call or standby/call back.....	11
10.10 No Pyramiding .....	12
10.11 Holidays.....	12
10.12 Sixth and Consecutive Day.....	13
10.13 Low Census.....	13
ARTICLE 11 JOB POSTINGS AND FILLING OF VACANCIES .....	13
11.1 Job Postings.....	13
11.2 Filling of Vacancies.....	13
11.3 Returning to Previous Job.....	14
11.4 Extra Hours.....	14
Article 12 SENIORITY .....	15
12.1 Definitions .....	15
12.2 Bargaining Unit Seniority .....	15
12.3 Loss of Seniority .....	15
12.4 Freeze of Seniority .....	15
12.5 Seniority Tie Breaker .....	16
ARTICLE 13 LAYOFFS, RECALLS, AND RESTRUCTURES.....	16
13.1 Layoff .....	16
13.2 Recall .....	17
13.3 Seniority and Benefits.....	18
13.4 Unit Merger or Restructure .....	18
13.5 Temporary Department Closure.....	18
ARTICLE 14 WAGE RATES AND COMPENSATION.....	18
14.1 Wage Rates.....	18
14.2 Step Progression .....	18
14.3 Wage Scale Placement for New Hires .....	18
14.4 Compensation Above Contractual Rates .....	19
14.5 Shift Differentials .....	19
14.6 Preceptor/Student Trainer Pay.....	19
14.7 Lead Pay .....	19
14.8 Certification Pay .....	19
14.9 Differential in Lieu of Benefits for Per Diem Employees .....	20
14.10 Red-Circling.....	20
14.11 Temporary Assignments Working Out of Class.....	20
14.12 Pharmacy Technicians.....	20
14.13 Longevity Lump Sum Payment .....	20
Article 15 PAID TIME OFF .....	20
15.1 Purpose .....	20
15.2 Rate of Accrual.....	20
15.3 Maximum Limit .....	21

15.4 Eligibility .....	21
15.5 Payment .....	21
15.6 PTO Cash-Out .....	21
15.7 Payment upon Termination.....	21
15.8 Donation of PTO.....	21
15.9 Extended Illness Bank.....	21
15.10 PTO Requests .....	22
15.11 Hardship Withdrawals.....	22
 ARTICLE 16 HEALTH AND SAFETY .....	 22
 ARTICLE 17 LEAVES OF ABSENCE .....	 23
17.1 Leaves of Absence with Pay.....	23
17.2 Statutory Leaves of Absence .....	23
17.3 Union Leave .....	24
 ARTICLE 18 EDUCATION, TRAINING, AND PROFESSIONAL DEVELOPMENT .....	 24
18.1 Paid Education Leave.....	24
18.2 Unpaid Education Leave.....	24
18.3 Continuing Education Expense.....	25
18.4 In-Service Training .....	25
18.5 Employer-Required Training.....	25
18.6 Tuition Assistance .....	25
18.7 Cross Training .....	25
 ARTICLE 19 HEALTH AND WELFARE .....	 25
19.1 Health Insurance Benefits.....	25
19.2 Retirement Benefits .....	26
19.3 Medical Premium Assistance.....	26
19.4 Employee Discount.....	26
19.5 Enhanced Chronic Condition Program.....	26
19.6 Insurance Expenses Incurred at PeaceHealth Facilities .....	25
 ARTICLE 20 COMMITTEES .....	 26
20.1 Labor Management Committee .....	26
20.2 Labor Management Health Benefits Committee .....	27
 ARTICLE 21 SUCCESSORSHIP .....	 28
 ARTICLE 22 SUBCONTRACTING.....	 28
 ARTICLE 23 SAVINGS CLAUSE .....	 28
 ARTICLE 24 GENERAL PROVISIONS.....	 28
24.1 Change/Amendments.....	28
24.2 Complete Agreement.....	28
 ARTICLE 25 NO STRIKES OR LOCKOUTS .....	 29
25.1 No Strike .....	29

25.2 No Lockout .....	29
ARTICLE 26 TERM OF AGREEMENT .....	29
MOU Instructors and Lead Instructor .....	30
MOU Staffing Subcommittee for LMC .....	31
MOU Scheduling Stability Incentive Program-PHSW OFNHP Technical.....	32
MOU Voluntary Extra Shifts .....	33
APPENDIX A .....	34

## **Article 1**

### **Recognition and bargaining unit**

**1.1 Parties to this Agreement.** This Agreement is made between PeaceHealth Southwest Medical Center (“Employer”) and PeaceHealth Southwest Caregivers United, OFNHP, Local 5017, AFT, AFL-CIO, (the “Union”).

**1.1.1 Recognition and Bargaining Unit Descriptions.** The Employer recognizes the Union as the exclusive bargaining representative for the unit certified by the National Labor Relations Board in Case No. 19-RC-175704 and as it may be clarified by any subsequent NLRB rulings; or as mutually agreed by the parties, excluding all other employees.

**1.2 New & Substantially Modified Positions.** If the Employer creates a new bargaining unit position or substantially changes the requirements, responsibilities and duties of an existing position, the Employer shall provide written notice to the Union, including the position description and a proposed rate of pay, at least fourteen (14) days prior to implementation of the new or substantially revised position. If the Union requests bargaining within 14 days’ 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 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.

**2.3 New Employee 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 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. New employees and internal transfers into the bargaining unit position will be paid for up to forty-five (45) 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 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**

**3.1 Union Membership.** All employees shall, 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, 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 and transferring employees will be made aware of this provision at the time of orientation or during the transfer process. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

**3.1.1 Religious objection.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable

fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising his or her right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

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

**3.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues 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.

**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 PEAC 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 PEAC amounts.

**3.4 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, PEAC deduction, any employee transfers into and out of the bargaining unit, and any employee terminations from the bargaining unit.

#### **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.

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.

**5.4 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.

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

employee will meet with the employee to discuss any areas in which the employee needs to improve their performance. This meeting shall take place no later than thirty (30) days prior to the expiration of the introductory period.

**5.5.1** If an employee's introductory period is interrupted by an approved leave for reasons such as medical leave/emergency, military duty call up, or pre-arranged leave for a period of 14 days or more, the introductory period may be extended by the length of the interruption.

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

## **ARTICLE 6 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 7  
EMPLOYEE PERSONNEL FILES**

The employer will comply with all statutory requirements applying to personnel records. At the request of an employee, the employer shall provide reasonable opportunity for the employee to inspect, at the Medical Center Human Resources department 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 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** The Employer will commence investigations of employees that may result in disciplinary action within 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 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) 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.

**8.2 Progressive Discipline.** Written disciplinary notices will not be considered 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; (4) theft or falsifying records, or (5) unlawful breach of confidentiality or other privacy. Such disciplinary notices shall remain in effect for a maximum of three (3) years for purposes of progressive 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 9 GRIEVANCE PROCEDURE**

**9.1 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.

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

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

**9.2 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 designees' attention, the employee may identify the matter as a potential grievance. When notified, the supervisor or designee will make a good faith effort, at the earliest available opportunity, to resolve the matter. If the resolution appears to extend at or beyond the timeline under 9.3.1 either party may request an extension. The employee may request the assistance of the Shop Steward or Union representative for this procedure.

**9.3 Formal Procedure.** In accordance with 9.2 an employee who wishes to pursue a grievance will do so under the following procedure.

**9.3.1 Step 1.** The employee or the union will submit the grievance signed by the Union representative and the employee, to the Employer's human resources department within thirty (30) 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.

**9.3.2 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.

**9.3.3 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.

**9.3.4 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 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 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).

**9.4 The Arbitrator.** 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.

**9.5 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 10 HOURS OF WORK**

**10.1 Work Period.** Seven consecutive 24-hour periods of time beginning at 12:00 am Sunday morning and ending at 11:59 pm on Saturday night.

### **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. 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.

**10.3 Overtime Distribution.** All overtime within a unit will be distributed based upon a list of employees with bargaining unit seniority on a rotational basis per current unit processes. The most senior person on the bargaining unit seniority list who is qualified will be offered additional work hours first.

**10.4 Meal Periods and Rest Breaks.** The employer will provide meal and rest periods in accordance with state and federal laws except that the employer agrees to provide rest periods in 15-minute increments in accordance with the employers' policy. Rest breaks shall be considered time worked for pay purposes.

**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.

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

**10.7 Rest Between Shifts (Short Rest).** Unless performing standby duty, each employee is entitled to an unbroken rest period of at least ten (10) hours between shifts based upon actual time worked. Any time worked without the required rest will be paid at the premium rate of time and one-half the regular rate of pay. For purposes of this paragraph, (1) working as a result of a trade or request by another employee to work a shift for which that employee was scheduled, (2) working a shift as a result of voluntary sign-up, not requested by the employer (3) attending a non-mandatory meeting, in-service or education day shall not be deemed an event that disrupts an otherwise unbroken rest period.

**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 day and evening shifts; and, for the night 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 \$8.00 per hour while on call. 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.

**10.11 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.

**10.11.1** 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.

**10.12 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<sup>1/2</sup>) 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.

**10.13 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
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

**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. Qualifications being equal, the position will be awarded to the 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 the standard departmental orientation provided to newly hired employees.

**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.

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

**11.4 Extra Hours.** When the employer determines, extra hours may be available but do not by themselves constitute an available position, the hours will be communicated to the department. Employees in current positions less than full time may apply for the hours. The hours will be awarded based on bargaining unit seniority.

## **ARTICLE 12 SENIORITY**

### **12.1 Definitions.** Seniority shall be defined as follows:

**12.1.1** "PeaceHealth Seniority" shall mean a full-time, part-time or per diem employee's continuous length of employment within PeaceHealth or at PeaceHealth Southwest Medical Center from the most recent date of hire.

**12.1.2** "Bargaining Unit Seniority" shall mean an employee's length of employment in a position within the technical unit at PeaceHealth Southwest Medical Center from the most recent date of hire.

**12.2 Bargaining Unit 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 PeaceHealth Southwest. For employees working at the time of ratification, Union Seniority will be based on their current PeaceHealth seniority date.

**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.

**12.5 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 tiebreaker, 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.

**13.2 Recall.** Employees on layoff status will be placed on a reinstatement roster for a maximum period of twelve (12) months from the date of layoff. Employees in lay off status must apply for and will be selected for vacant positions in the same job classification and unit in reverse order seniority provided that 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 an employee declines or fails to respond within seven (7) days to the Employer's offer of a position as defined above, then the employee's name will be removed from the reinstatement roster and the employee's recall rights will terminate.

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

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

**13.3 Seniority and benefits.** Seniority and benefits do not accrue while on layoff status. Upon recall within twelve (12) months of layoff, employees will have previously accrued seniority and benefits restored and will again commence accruing seniority and benefits (per applicable timelines).

**13.4 Unit Merger or Restructure.** In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing department or unit, the Employer will determine the number of full-time and part-time FTEs by shift and by classification required for the new or restructured department or unit. Prior to implementation of the schedule, the Employer will offer to meet with Union Representatives for the affected department(s) or unit(s) to discuss the reconfiguration of the FTEs in the department(s) or unit(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured department(s) or unit(s), including any qualification requirements, will be posted on the department(s) or unit(s) for at least ten (10) days. By the end of the posting period, each employee must submit to the Employer a written list which identifies and ranks the employee's preferences for all available positions. Employees will be reassigned to positions within the merged or restructured unit(s) in order of seniority, taking into consideration the employees' preferences. If the unit merger or restructure results in a reduction in force the layoff procedure in this agreement will apply.

**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:

- \$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

**14.2 Step progression.**

- a. Employees hired on or before July 23, 2017, shall advance to the next step commencing the first full pay period following July 23 of each year.
- c. Employees hired into the bargaining unit after July 23, 2017, shall advance to the next step commencing the first full pay period following one year of service and the first full pay period annually thereafter.

**14.3 Wage Scale Placement for New Hires.** New employees covered under this Agreement will be given credit for years of relevant experience in comparable job as determined by the Employer.

**14.3.1 Credit for prior experience.** The wage rate for new employees covered under this Agreement will provide credit for years of recent relevant experience in comparable jobs. If an employee disagrees with their placement on the step scale the employee shall request a 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 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.

#### **14.5 Shift Differentials**

**14.5.1 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.

**14.5.2 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 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.

**14.6 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.

**14.7 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.

**14.8 Certification Pay.** Employees who are certified in a specialty area by a national or state organization and who are working in that area of certification will receive an annual bonus of 2% of their gross pay, provided that the particular certification has been approved by the appropriate Vice President or designee, and further provided that the employee continues to meet all educational and other requirements to maintain the certification in good standing. A certified employee is eligible for only one certification premium, regardless of other certifications the employee may have. 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.

**14.9 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.

**14.10 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.

**14.11 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.

**14.12 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.

**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**

**15.1 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.

**15.2 Rate of Accrual.** PTO will accrue for all hours paid, excluding standby hours, hours cashed out pursuant to Section 15.6 and hours donated pursuant to Section 15.8. as provided below.

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

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

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

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

**15.5 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.

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

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

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

**15.9 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.

**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 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

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

## **ARTICLE 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 17 LEAVES OF ABSENCE**

### **17.1 Leaves of Absence with Pay.**

**17.1.1 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.

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

**17.1.3 Workers' Compensation.** Employees who are fully released to return to work after receiving worker's compensation benefits for one (1) year or less will be guaranteed reinstatement to their former position, shift, and FTE status. For an additional two (2) years, the employee will be given super seniority to a substantially equivalent position that they apply to and are qualified for.

**17.2 Statutory Leaves of Absence.** The Employer shall grant employees statutory leaves of absence in accordance with applicable law(s). An employee returning from a statutory leave of absence will be returned to the employee's former job without loss of seniority.

Employees shall be required, except as provided by law or this Agreement, to utilize accrued PTO hours and EIB hours, if applicable, during a leave of absence, except that an employee may request in writing in advance of taking leave of thirty (30) or more days to take unpaid leave as necessary to enable the employee to keep up to forty (40) hours in the employee's PTO bank.

**17.3 Union Leave.** Requests for time off should be submitted in accordance with Article 15 PTO. Requests shall not unreasonably be denied. The employee shall have the option to use PTO. The parties and the employee will confer prior to the union leave. Eligibility for Paid Medical Benefits pursuant to Article 19 will conclude at the end of the month in which paid time off has concluded.

**17.3.1 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.

**17.3.2 Release time to work for the Union.** Subject to the employee's work unit operating requirements, Union members may be granted up to twelve (12) weeks in a rolling twelve-month period of leave to perform work for the Union. More than one employee on such leave cannot be absent from the same unit at the same time. Upon return, the employee shall be returned to the employee's former job without loss of seniority.

## **ARTICLE 18**

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

**18.1 Paid Education Leave.** Full-time and part-time employees who have completed their probationary period, who hold an FTE of 0.5 or higher, and who occupy positions for which continuing education is required by a regulatory agency, are allowed paid education time of up to sixteen (16) hours per calendar year. Employees with continuing education requirements of greater than 16 hour per calendar year may provide documentation for educational time up to their annual requirement. Such leave time must be approved by the employee's manager and will be subject to the Employer's scheduling needs on the employee's unit. Unused educational leave time may not be carried over from one calendar year to the next.

**18.1.1** Employees shall submit requests in accordance with Article 15. No request will be unreasonably denied.

**18.2 Unpaid Education Leave.** After one year of continuous employment, employees may be granted a leave of absence without pay for job related study without loss of accrued benefits or seniority. It is understood that if the leave extends past 30 days, they will need to apply to an open position for which they qualify pursuant to article 11.2.

**18.3 Continuing Education Expenses.** Employees who are entitled to paid education leave for continuing education under Article 18.1 may receive up to five hundred dollars (\$500) per calendar year for approved course fees and expenses (this may include professional association memberships that give access to CEU's). CEU funds will not roll over year to year. The employee will follow the Employer's policy in order to receive approved reimbursed.

**18.4 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, including changes in required certification and licensure.

**18.5 Employer-Required Training.** If the Employer requires an employee to attend a course, class, or training (including any life support training course or skills fair), the Employer shall provide the entire cost of any such training, and the employee shall not be required to use accrued Education Leave, nor shall the cost count against the employee's Tuition Reimbursement.

**18.6 Tuition Assistance.** Employees will receive tuition reimbursement pursuant to applicable Employer policies.

**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 19 HEALTH AND WELFARE**

**19.1 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.

**19.2 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.

**19.3 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.

**19.4 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.

**19.5 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.

**19.6 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 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.

**20.2. Labor Management Health Benefits Committee.** The Employer and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Employer and the Union share a mutual interest in researching best practices in cost containment features and benefits that ensure quality but also address increasing costs. To address these issues, the parties will maintain one Labor Management Health Benefits Committee representing both bargaining units. The Union will appoint up to six (6) representatives. The Employer will appoint up to six (6) representatives. The Committee shall be advisory and shall meet quarterly and more often as mutually agreed. The parties agree to engage in a fully transparent process of information sharing that will lead to stronger engagement and overall success.

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

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

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



**ARTICLE 21  
SUCCESSORSHIP**

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 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  
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 24  
GENERAL PROVISIONS**

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

**24.2 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 25  
NO STRIKES OR LOCKOUTS**

**25.1 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.

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

**ARTICLE 26  
TERMS OF AGREEMENT**

This Agreement shall become effective upon ratification and shall continue in full force and effect through and including June 30, 2027, and shall continue in full force from year to year thereafter unless notice of desire to amend or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the anniversary date of the date of expiration.

PeaceHealth (Employer)

Signature: Miriam Swartz

Date: 11/3/24

Printed Name Miriam Swartz

OFNHP (Union)

Signature: Jonathan Baker

Date: 1.2.24

Printed Name: Jonathan Baker

## **MOU**

### **Instructors and Lead Instructor**

OFNHP and PeaceHealth Agree to move the Instructor and the Lead Instructor from the Service contract into the Technical Contract.

We agree to move the Instructors into Grade 5 and the Lead Instructor into Grade 6.

Furthermore, we are agreeing that they will be non-exempt employees. We also agree that due to their self-scheduling options sixth and consecutive and consecutive weekend do not apply to them.

## **MOU**

### **Staffing Subcommittee for LMC**

The Employer and the Union agree to maintain one joint staffing subcommittee for the Service and Technical units. The subcommittee 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. The subcommittee may identify solutions and make recommendations on matters brought forward by either party. The subcommittee will function in an advisory rather than a decision-making role and will recommend solutions to identified issues. This subcommittee will meet every month for the first year and then the meeting frequency will be evaluated to determine the frequency moving forward. A main objective of the subcommittee will be to develop and review a reporting form to address concerns such as staffing.

No later than March 1, 2020, the subcommittee will have a charter that the members develop.

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.

**MOU**  
**Schedule Stability Incentive Program-PHSW OFNHP Technical**

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

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

**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 count 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.



## 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	3
Anesthesia Technician AFT-Tech PHSW	3
Pharmacy Tech Lead AFT-Tech PHSW	4
Pharmacy Buyer	4
LPN AFT-Tech PHSW	4
OB Surgical Technologist AFT-Tech PHSW	5
Surgical Technologist AFT-Tech PHSW	5
LPN Lead AFT-Tech PHSW	5
Surgical Implant Coordinator AFT-Tech PHSW	5
Instructors AFT-Tech PHSW	5
Instructors Lead AFT-Tech PHSW	6
Radiology Tech AFT-Tech PHSW	8
Radiology Tech PD AFT-Tech PHSW	8
Neurodiagnostic Technologist AFT-Tech PHSW	6
Respiratory Therapist AFT-Tech PHSW	8
CT Technologist AFT-Tech PHSW	9
Mammography Tech AFT-Tech PHSW	8
Respiratory Therapist- COPD AFT-Tech PHSW	9
Cardiac Sonographer AFT-Tech PHSW	10
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	11
Cardiovascular Tech Lead AFT-Tech PHSW	10
Cardiovascular Supply and Equipment Coordinator AFT-Tech PHSW	10
Electro Physiology Tech AFT-Tech PHSW	10
Electro Physiology Tech Lead AFT-Tech PHSW	11
Nuclear Med Tech Lead AFT-Tech PHSW	10
Radiation Therapist AFT-Tech PHSW	10
Radiation Therapist Lead AFT-Tech PHSW	12
Radiology Lead AFT-Tech PHSW	10
Ultrasound Tech AFT-Tech PHSW	10
Ultrasound Tech Lead AFT-Tech PHSW	11

Effective Date: 12/03/2023														
ATB Increase: \$1 + 6%														
	Contract Step	Lawson Step	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6	GRADE 7	GRADE 8	GRADE 9	GRADE 10	GRADE 11	GRADE 12
	BASE	1	\$19.77	\$21.67	\$23.71	\$25.97	\$28.46	\$31.21	\$34.22	\$37.53	\$41.18	\$45.20	\$49.36	\$51.83
2.48%	STEP 1	2	\$20.26	\$22.18	\$24.28	\$26.60	\$29.16	\$31.95	\$35.05	\$38.47	\$42.20	\$46.31	\$50.56	\$53.09
2.27%	STEP 2	3	\$20.72	\$22.69	\$24.87	\$27.24	\$29.85	\$32.74	\$35.91	\$39.38	\$43.22	\$47.44	\$52.37	\$54.99
2.46%	STEP 3	4	\$21.23	\$23.25	\$25.45	\$27.91	\$30.57	\$33.53	\$36.77	\$40.35	\$44.28	\$48.60	\$53.58	\$56.26
2.36%	STEP 4	5	\$21.73	\$23.80	\$26.08	\$28.56	\$31.31	\$34.33	\$37.67	\$41.33	\$45.36	\$49.79	\$54.79	\$57.53
1.89%	STEP 5	6	\$22.14	\$24.25	\$26.56	\$29.12	\$31.91	\$35.01	\$38.40	\$42.14	\$46.25	\$50.77	\$56.00	\$58.80
1.90%	STEP 6	7	\$22.56	\$24.72	\$27.07	\$29.67	\$32.53	\$35.68	\$39.17	\$42.95	\$47.16	\$51.76	\$56.60	\$59.43
1.91%	STEP 7	8	\$22.99	\$25.19	\$27.60	\$30.25	\$33.16	\$36.37	\$39.91	\$43.80	\$48.06	\$52.77	\$57.80	\$60.69
2.00%	STEP 8	9	\$23.45	\$25.69	\$28.13	\$30.82	\$33.80	\$37.08	\$40.69	\$44.64	\$49.01	\$53.81	\$59.02	\$61.97
1.83%	STEP 9	10	\$23.88	\$26.16	\$28.68	\$31.43	\$34.46	\$37.80	\$41.49	\$45.53	\$49.96	\$54.87	\$60.23	\$63.24
1.88%	STEP 10	11	\$24.33	\$26.66	\$29.23	\$32.03	\$35.13	\$38.54	\$42.28	\$46.41	\$50.94	\$55.94	\$61.43	\$64.50
1.89%	STEP 11	12	\$24.79	\$27.19	\$29.80	\$32.67	\$35.81	\$39.29	\$43.12	\$47.32	\$51.95	\$57.03	\$62.62	\$65.75
0.00%	STEP 12	13	\$24.79	\$27.19	\$29.80	\$32.67	\$35.81	\$39.29	\$43.12	\$47.32	\$51.95	\$57.03	\$62.62	\$65.75
2.46%	STEP 13	14	\$25.40	\$27.84	\$30.52	\$33.45	\$36.67	\$40.26	\$44.16	\$48.48	\$53.21	\$58.44	\$64.45	\$67.67
0.00%	STEP 14	15	\$25.40	\$27.84	\$30.52	\$33.45	\$36.67	\$40.26	\$44.16	\$48.48	\$53.21	\$58.44	\$64.45	\$67.67
2.40%	STEP 15	16	\$26.01	\$28.49	\$31.26	\$34.26	\$37.56	\$41.21	\$45.24	\$49.67	\$54.53	\$59.88	\$65.67	\$68.95
0.00%	STEP 16	17	\$26.01	\$28.49	\$31.26	\$34.26	\$37.56	\$41.21	\$45.24	\$49.67	\$54.53	\$59.88	\$65.67	\$68.95
2.38%	STEP 17	18	\$26.63	\$29.19	\$32.00	\$35.10	\$38.49	\$42.22	\$46.34	\$50.88	\$55.86	\$61.34	\$67.46	\$70.83
0.00%	STEP 18	19	\$26.63	\$29.19	\$32.00	\$35.10	\$38.49	\$42.22	\$46.34	\$50.88	\$55.86	\$61.34	\$67.46	\$70.83
2.37%	STEP 19	20	\$27.26	\$29.89	\$32.79	\$35.94	\$39.41	\$43.26	\$47.49	\$52.11	\$57.22	\$62.85	\$69.27	\$72.73
0.00%	STEP 20	21	\$27.26	\$29.89	\$32.79	\$35.94	\$39.41	\$43.26	\$47.49	\$52.11	\$57.22	\$62.85	\$69.27	\$72.73
1.03%	STEP 21	22	\$27.54	\$30.19	\$33.08	\$36.29	\$39.79	\$43.69	\$47.94	\$52.63	\$57.79	\$63.45	\$69.90	\$73.40
0.00%	STEP 22	23	\$27.54	\$30.19	\$33.08	\$36.29	\$39.79	\$43.69	\$47.94	\$52.63	\$57.79	\$63.45	\$69.90	\$73.40
1.42%	STEP 23	24	\$27.93	\$30.61	\$33.57	\$36.80	\$40.39	\$44.32	\$48.64	\$53.40	\$58.64	\$64.40	\$70.49	\$74.01
0.00%	STEP 24	25	\$27.93	\$30.61	\$33.57	\$36.80	\$40.39	\$44.32	\$48.64	\$53.40	\$58.64	\$64.40	\$70.49	\$74.01
2.40%	STEP 25	26	\$28.60	\$31.35	\$34.40	\$37.71	\$41.37	\$45.40	\$49.83	\$54.71	\$60.07	\$65.97	\$72.30	\$75.92
0.00%	STEP 26	27	\$28.60	\$31.35	\$34.40	\$37.71	\$41.37	\$45.40	\$49.83	\$54.71	\$60.07	\$65.97	\$72.30	\$75.92
2.03%	STEP 27	28	\$29.18	\$31.99	\$35.10	\$38.49	\$42.21	\$46.33	\$50.87	\$55.84	\$61.32	\$67.33	\$73.50	\$77.18



Effective Date: 07/01/2024														
ATB Increase: 5%														
	Contract Step	Laws on Step	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6	GRADE 7	GRADE 8	GRADE 9	GRADE 10	GRADE 11	GRADE 12
	BASE	1	\$20.76	\$22.75	\$24.90	\$27.27	\$29.88	\$32.77	\$35.93	\$39.41	\$43.24	\$47.46	\$51.83	\$54.42
2.46%	STEP 1	2	\$21.27	\$23.29	\$25.49	\$27.93	\$30.62	\$33.55	\$36.80	\$40.39	\$44.31	\$48.63	\$53.09	\$55.74
2.30%	STEP 2	3	\$21.76	\$23.82	\$26.11	\$28.60	\$31.34	\$34.38	\$37.71	\$41.35	\$45.38	\$49.81	\$54.99	\$57.74
2.44%	STEP 3	4	\$22.29	\$24.41	\$26.72	\$29.31	\$32.10	\$35.21	\$38.61	\$42.37	\$46.49	\$51.03	\$56.26	\$59.07
2.38%	STEP 4	5	\$22.82	\$24.99	\$27.38	\$29.99	\$32.88	\$36.05	\$39.55	\$43.40	\$47.63	\$52.28	\$57.53	\$60.41
1.88%	STEP 5	6	\$23.25	\$25.46	\$27.89	\$30.58	\$33.51	\$36.76	\$40.32	\$44.25	\$48.56	\$53.31	\$58.80	\$61.74
1.89%	STEP 6	7	\$23.69	\$25.96	\$28.42	\$31.15	\$34.16	\$37.46	\$41.13	\$45.10	\$49.52	\$54.35	\$59.43	\$62.40
1.90%	STEP 7	8	\$24.14	\$26.45	\$28.98	\$31.76	\$34.82	\$38.19	\$41.91	\$45.99	\$50.46	\$55.41	\$60.69	\$63.72
1.99%	STEP 8	9	\$24.62	\$26.97	\$29.54	\$32.36	\$35.49	\$38.93	\$42.72	\$46.87	\$51.46	\$56.50	\$61.97	\$65.07
1.83%	STEP 9	10	\$25.07	\$27.47	\$30.11	\$33.00	\$36.18	\$39.69	\$43.56	\$47.81	\$52.46	\$57.61	\$63.24	\$66.40
1.91%	STEP 10	11	\$25.55	\$27.99	\$30.69	\$33.63	\$36.89	\$40.47	\$44.39	\$48.73	\$53.49	\$58.74	\$64.50	\$67.73
1.88%	STEP 11	12	\$26.03	\$28.55	\$31.29	\$34.30	\$37.60	\$41.25	\$45.28	\$49.69	\$54.55	\$59.88	\$65.75	\$69.04
0.00%	STEP 12	13	\$26.03	\$28.55	\$31.29	\$34.30	\$37.60	\$41.25	\$45.28	\$49.69	\$54.55	\$59.88	\$65.75	\$69.04
2.46%	STEP 13	14	\$26.67	\$29.23	\$32.05	\$35.12	\$38.50	\$42.27	\$46.37	\$50.90	\$55.87	\$61.36	\$67.67	\$71.05
0.00%	STEP 14	15	\$26.67	\$29.23	\$32.05	\$35.12	\$38.50	\$42.27	\$46.37	\$50.90	\$55.87	\$61.36	\$67.67	\$71.05
2.40%	STEP 15	16	\$27.31	\$29.91	\$32.82	\$35.97	\$39.44	\$43.27	\$47.50	\$52.15	\$57.26	\$62.87	\$68.95	\$72.40
0.00%	STEP 16	17	\$27.31	\$29.91	\$32.82	\$35.97	\$39.44	\$43.27	\$47.50	\$52.15	\$57.26	\$62.87	\$68.95	\$72.40
2.38%	STEP 17	18	\$27.96	\$30.65	\$33.60	\$36.86	\$40.41	\$44.33	\$48.66	\$53.42	\$58.65	\$64.41	\$70.83	\$74.37
0.00%	STEP 18	19	\$27.96	\$30.65	\$33.60	\$36.86	\$40.41	\$44.33	\$48.66	\$53.42	\$58.65	\$64.41	\$70.83	\$74.37
2.36%	STEP 19	20	\$28.62	\$31.38	\$34.43	\$37.74	\$41.38	\$45.42	\$49.86	\$54.72	\$60.08	\$65.99	\$72.73	\$76.37
0.00%	STEP 20	21	\$28.62	\$31.38	\$34.43	\$37.74	\$41.38	\$45.42	\$49.86	\$54.72	\$60.08	\$65.99	\$72.73	\$76.37
1.05%	STEP 21	22	\$28.92	\$31.70	\$34.73	\$38.10	\$41.78	\$45.87	\$50.34	\$55.26	\$60.68	\$66.62	\$73.40	\$77.07
0.00%	STEP 22	23	\$28.92	\$31.70	\$34.73	\$38.10	\$41.78	\$45.87	\$50.34	\$55.26	\$60.68	\$66.62	\$73.40	\$77.07
1.42%	STEP 23	24	\$29.33	\$32.14	\$35.25	\$38.64	\$42.41	\$46.54	\$51.07	\$56.07	\$61.57	\$67.62	\$74.01	\$77.71
0.00%	STEP 24	25	\$29.33	\$32.14	\$35.25	\$38.64	\$42.41	\$46.54	\$51.07	\$56.07	\$61.57	\$67.62	\$74.01	\$77.71
2.39%	STEP 25	26	\$30.03	\$32.92	\$36.12	\$39.60	\$43.44	\$47.67	\$52.32	\$57.45	\$63.07	\$69.27	\$75.92	\$79.72
0.00%	STEP 26	27	\$30.03	\$32.92	\$36.12	\$39.60	\$43.44	\$47.67	\$52.32	\$57.45	\$63.07	\$69.27	\$75.92	\$79.72
2.03%	STEP 27	28	\$30.64	\$33.59	\$36.86	\$40.41	\$44.32	\$48.65	\$53.41	\$58.63	\$64.39	\$70.70	\$77.18	\$81.04

Effective Date: 07/01/2025														
ATB Increase: 4%														
	Contract Step	Laws on Step	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6	GRADE 7	GRADE 8	GRADE 9	GRADE 10	GRADE 11	GRADE 12
	BASE	1	\$21.59	\$23.66	\$25.90	\$28.36	\$31.08	\$34.08	\$37.37	\$40.99	\$44.97	\$49.36	\$53.90	\$56.60
2.45%	STEP 1	2	\$22.12	\$24.22	\$26.51	\$29.05	\$31.84	\$34.89	\$38.27	\$42.01	\$46.08	\$50.58	\$55.21	\$57.97
2.31%	STEP 2	3	\$22.63	\$24.77	\$27.15	\$29.74	\$32.59	\$35.76	\$39.22	\$43.00	\$47.20	\$51.80	\$57.19	\$60.05
2.43%	STEP 3	4	\$23.18	\$25.39	\$27.79	\$30.48	\$33.38	\$36.62	\$40.15	\$44.06	\$48.35	\$53.07	\$58.51	\$61.43
2.37%	STEP 4	5	\$23.73	\$25.99	\$28.48	\$31.19	\$34.20	\$37.49	\$41.13	\$45.14	\$49.54	\$54.37	\$59.83	\$62.83
1.90%	STEP 5	6	\$24.18	\$26.48	\$29.01	\$31.80	\$34.85	\$38.23	\$41.93	\$46.02	\$50.50	\$55.44	\$61.15	\$64.21
1.90%	STEP 6	7	\$24.64	\$27.00	\$29.56	\$32.40	\$35.53	\$38.96	\$42.78	\$46.90	\$51.50	\$56.52	\$61.81	\$64.90
1.91%	STEP 7	8	\$25.11	\$27.51	\$30.14	\$33.03	\$36.21	\$39.72	\$43.59	\$47.83	\$52.48	\$57.63	\$63.12	\$66.27
1.95%	STEP 8	9	\$25.60	\$28.05	\$30.72	\$33.65	\$36.91	\$40.49	\$44.43	\$48.74	\$53.52	\$58.76	\$64.45	\$67.67
1.84%	STEP 9	10	\$26.07	\$28.57	\$31.31	\$34.32	\$37.63	\$41.28	\$45.30	\$49.72	\$54.56	\$59.91	\$65.77	\$69.06
1.92%	STEP 10	11	\$26.57	\$29.11	\$31.92	\$34.98	\$38.37	\$42.09	\$46.17	\$50.68	\$55.63	\$61.09	\$67.08	\$70.44
1.88%	STEP 11	12	\$27.07	\$29.69	\$32.54	\$35.67	\$39.10	\$42.90	\$47.09	\$51.68	\$56.73	\$62.28	\$68.38	\$71.80
0.00%	STEP 12	13	\$27.07	\$29.69	\$32.54	\$35.67	\$39.10	\$42.90	\$47.09	\$51.68	\$56.73	\$62.28	\$68.38	\$71.80
2.48%	STEP 13	14	\$27.74	\$30.40	\$33.33	\$36.52	\$40.04	\$43.96	\$48.22	\$52.94	\$58.10	\$63.81	\$70.38	\$73.89
0.00%	STEP 14	15	\$27.74	\$30.40	\$33.33	\$36.52	\$40.04	\$43.96	\$48.22	\$52.94	\$58.10	\$63.81	\$70.38	\$73.89
2.38%	STEP 15	16	\$28.40	\$31.11	\$34.13	\$37.41	\$41.02	\$45.00	\$49.40	\$54.24	\$59.55	\$65.38	\$71.71	\$75.30
0.00%	STEP 16	17	\$28.40	\$31.11	\$34.13	\$37.41	\$41.02	\$45.00	\$49.40	\$54.24	\$59.55	\$65.38	\$71.71	\$75.30
2.39%	STEP 17	18	\$29.08	\$31.88	\$34.94	\$38.33	\$42.03	\$46.10	\$50.61	\$55.56	\$61.00	\$66.99	\$73.66	\$77.34
0.00%	STEP 18	19	\$29.08	\$31.88	\$34.94	\$38.33	\$42.03	\$46.10	\$50.61	\$55.56	\$61.00	\$66.99	\$73.66	\$77.34
2.34%	STEP 19	20	\$29.76	\$32.64	\$35.81	\$39.25	\$43.04	\$47.24	\$51.85	\$56.91	\$62.48	\$68.63	\$75.64	\$79.42
0.00%	STEP 20	21	\$29.76	\$32.64	\$35.81	\$39.25	\$43.04	\$47.24	\$51.85	\$56.91	\$62.48	\$68.63	\$75.64	\$79.42
1.08%	STEP 21	22	\$30.08	\$32.97	\$36.12	\$39.62	\$43.45	\$47.70	\$52.35	\$57.47	\$63.11	\$69.28	\$76.34	\$80.15
0.00%	STEP 22	23	\$30.08	\$32.97	\$36.12	\$39.62	\$43.45	\$47.70	\$52.35	\$57.47	\$63.11	\$69.28	\$76.34	\$80.15
1.40%	STEP 23	24	\$30.50	\$33.43	\$36.66	\$40.19	\$44.11	\$48.40	\$53.11	\$58.31	\$64.03	\$70.32	\$76.97	\$80.82
0.00%	STEP 24	25	\$30.50	\$33.43	\$36.66	\$40.19	\$44.11	\$48.40	\$53.11	\$58.31	\$64.03	\$70.32	\$76.97	\$80.82
2.39%	STEP 25	26	\$31.23	\$34.24	\$37.56	\$41.18	\$45.18	\$49.58	\$54.41	\$59.75	\$65.59	\$72.04	\$78.96	\$82.91
0.00%	STEP 26	27	\$31.23	\$34.24	\$37.56	\$41.18	\$45.18	\$49.58	\$54.41	\$59.75	\$65.59	\$72.04	\$78.96	\$82.91
2.05%	STEP 27	28	\$31.87	\$34.93	\$38.33	\$42.03	\$46.09	\$50.60	\$55.55	\$60.98	\$66.97	\$73.53	\$80.27	\$84.28

Effective Date: 07/01/2026														
ATB Increase: 4.5%														
	Contract Step	Laws on Step	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6	GRADE 7	GRADE 8	GRADE 9	GRADE 10	GRADE 11	GRADE 12
	BASE	1	\$22.56	\$24.72	\$27.07	\$29.64	\$32.48	\$35.61	\$39.05	\$42.83	\$46.99	\$51.58	\$56.33	\$59.15
2.48%	STEP 1	2	\$23.12	\$25.31	\$27.70	\$30.36	\$33.27	\$36.46	\$39.99	\$43.90	\$48.15	\$52.86	\$57.69	\$60.58
2.29%	STEP 2	3	\$23.65	\$25.88	\$28.37	\$31.08	\$34.06	\$37.37	\$40.98	\$44.94	\$49.32	\$54.13	\$59.76	\$62.75
2.41%	STEP 3	4	\$24.22	\$26.53	\$29.04	\$31.85	\$34.88	\$38.27	\$41.96	\$46.04	\$50.53	\$55.46	\$61.14	\$64.19
2.39%	STEP 4	5	\$24.80	\$27.16	\$29.76	\$32.59	\$35.74	\$39.18	\$42.98	\$47.17	\$51.77	\$56.82	\$62.52	\$65.66
1.90%	STEP 5	6	\$25.27	\$27.67	\$30.32	\$33.23	\$36.42	\$39.95	\$43.82	\$48.09	\$52.77	\$57.93	\$63.90	\$67.10
1.90%	STEP 6	7	\$25.75	\$28.22	\$30.89	\$33.86	\$37.13	\$40.71	\$44.71	\$49.01	\$53.82	\$59.06	\$64.59	\$67.82
1.90%	STEP 7	8	\$26.24	\$28.75	\$31.50	\$34.52	\$37.84	\$41.51	\$45.55	\$49.98	\$54.84	\$60.22	\$65.96	\$69.25
1.94%	STEP 8	9	\$26.75	\$29.31	\$32.10	\$35.16	\$38.57	\$42.31	\$46.43	\$50.93	\$55.93	\$61.40	\$67.35	\$70.72
1.83%	STEP 9	10	\$27.24	\$29.86	\$32.72	\$35.86	\$39.32	\$43.14	\$47.34	\$51.96	\$57.02	\$62.61	\$68.73	\$72.17
1.95%	STEP 10	11	\$27.77	\$30.42	\$33.36	\$36.55	\$40.10	\$43.98	\$48.25	\$52.96	\$58.13	\$63.84	\$70.10	\$73.61
1.87%	STEP 11	12	\$28.29	\$31.03	\$34.00	\$37.28	\$40.86	\$44.83	\$49.21	\$54.01	\$59.28	\$65.08	\$71.46	\$75.03
0.00%	STEP 12	13	\$28.29	\$31.03	\$34.00	\$37.28	\$40.86	\$44.83	\$49.21	\$54.01	\$59.28	\$65.08	\$71.46	\$75.03
2.47%	STEP 13	14	\$28.99	\$31.77	\$34.83	\$38.16	\$41.84	\$45.94	\$50.39	\$55.32	\$60.71	\$66.68	\$73.55	\$77.22
0.00%	STEP 14	15	\$28.99	\$31.77	\$34.83	\$38.16	\$41.84	\$45.94	\$50.39	\$55.32	\$60.71	\$66.68	\$73.55	\$77.22
2.38%	STEP 15	16	\$29.68	\$32.51	\$35.67	\$39.09	\$42.87	\$47.03	\$51.62	\$56.68	\$62.23	\$68.32	\$74.94	\$78.69
0.00%	STEP 16	17	\$29.68	\$32.51	\$35.67	\$39.09	\$42.87	\$47.03	\$51.62	\$56.68	\$62.23	\$68.32	\$74.94	\$78.69
2.39%	STEP 17	18	\$30.39	\$33.31	\$36.51	\$40.05	\$43.92	\$48.17	\$52.89	\$58.06	\$63.75	\$70.00	\$76.97	\$80.82
0.00%	STEP 18	19	\$30.39	\$33.31	\$36.51	\$40.05	\$43.92	\$48.17	\$52.89	\$58.06	\$63.75	\$70.00	\$76.97	\$80.82
2.34%	STEP 19	20	\$31.10	\$34.11	\$37.42	\$41.02	\$44.98	\$49.37	\$54.18	\$59.47	\$65.29	\$71.72	\$79.04	\$82.99
0.00%	STEP 20	21	\$31.10	\$34.11	\$37.42	\$41.02	\$44.98	\$49.37	\$54.18	\$59.47	\$65.29	\$71.72	\$79.04	\$82.99
1.06%	STEP 21	22	\$31.43	\$34.45	\$37.75	\$41.40	\$45.41	\$49.85	\$54.71	\$60.06	\$65.95	\$72.40	\$79.78	\$83.76
0.00%	STEP 22	23	\$31.43	\$34.45	\$37.75	\$41.40	\$45.41	\$49.85	\$54.71	\$60.06	\$65.95	\$72.40	\$79.78	\$83.76
1.40%	STEP 23	24	\$31.87	\$34.93	\$38.31	\$42.00	\$46.09	\$50.58	\$55.50	\$60.93	\$66.91	\$73.48	\$80.43	\$84.46
0.00%	STEP 24	25	\$31.87	\$34.93	\$38.31	\$42.00	\$46.09	\$50.58	\$55.50	\$60.93	\$66.91	\$73.48	\$80.43	\$84.46
2.42%	STEP 25	26	\$32.64	\$35.78	\$39.25	\$43.03	\$47.21	\$51.81	\$56.86	\$62.44	\$68.54	\$75.28	\$82.51	\$86.64
0.00%	STEP 26	27	\$32.64	\$35.78	\$39.25	\$43.03	\$47.21	\$51.81	\$56.86	\$62.44	\$68.54	\$75.28	\$82.51	\$86.64
2.02%	STEP 27	28	\$33.30	\$36.50	\$40.05	\$43.92	\$48.16	\$52.88	\$58.05	\$63.72	\$69.98	\$76.84	\$83.88	\$88.07