Parties Final TA
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Contingent on fully recommended deal.

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. All time worked in excess of forty (40) hours during the designated work period will be considered overtime. Hours worked in call back status under 10.11 below shall be considered compensable time for calculating hours worked for overtime. Hours paid for on-call or standby hours, paid time off, jury duty, bereavement and any paid leaves of absence shall not be considered compensable time for calculating hours worked for overtime.

TA AOH 11.18.26

10.3 Excess of Shift. All time worked in excess of the employee's daily scheduled shift, of at least 8 (eight) hours, will be considered excess of shift and paid at the premium rate of one and one-half (1 $^1/_2$) times their regular rate of pay.

10.3.1 Overtime Rate. Overtime will be paid at the rate of one and one-half (1 $^1/_2$) times the employee's regular rate of pay. There will be no pyramiding or duplication of overtime or premium pay. All overtime and/or premium pay must be properly authorized by the Employer, except in exigent circumstances.

10.3.2 Mandatory Overtime Work. Mandatory overtime is prohibited except for an unforeseeable emergent circumstance that would be detrimental to patient care.

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

10.4 Overtime and Premium Pay Distribution. When the Employer determines overtime and/or premium pay is necessary to complete a task begun on an employee's regularly scheduled shift, the Employer will offer overtime and/or premium pay to that employee first. In other cases, the Employer will make available overtime and/or premium pay work on a volunteer basis; overtime and/or premium pay will be offered on an equitable rotation to an employee who responds and who is qualified.

10.5 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 Employer's policy. Rest breaks shall be considered time worked for pay purposes. Employees required to work during the meal period will be compensated for such work at the appropriate rate.

Shift Length	Rest Breaks	Meal Breaks
2 hrs or less	0	0
2 hrs 1 min - 5 hrs 59 min	1	0
6 hrs	1	1
6 hrs 1 min - 10 hrs	2	1
10 hrs 1 min - 13 hrs 59 min	3	1

10.6 Predictive Schedule Templates. A predictive schedule a recurring schedule of shifts, including start and end times, assigned hours, and designated work units. Predictive schedules shall be awarded and maintained based on department seniority, provided the employee is qualified to perform the work. Any available template and shift will be offered to the department via email before it is offered to a new employee.

10. 7 Work Schedules. Work schedules will be posted on at least a 4 (four) week basis, at least two weeks (14 days) in advance. 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 – Paid Time Off and any ~~unit~~ CAC/UBC guidelines. Employees will not be pre-scheduled beyond their FTE without their consent, except as outlined in 10.3.2.

Except in emergency circumstances, changes to the posted schedule will be by mutual agreement with the affected employees.

Prior to the posting of the schedule:

- The Employer will make a good-faith effort to develop and maintain predictive schedule templates, including shifts and days off.
- In the event that scheduling needs on a unit and shift require deviation from anticipated days off, the Medical Center shall seek volunteers first prior to assigning changes in rotation.
- Deviations from anticipated days off or shift shall be distributed equally among employees in the unit and shift taking into consideration competency and seniority. If it is necessary to change anticipated days off or shift, the Medical Center shall notify the employee prior to the posting of the schedule by work email or as otherwise agreed to between the Medical Center and the employee.
- When a part time or full time Employee is available to work their typically scheduled template the Employer will not displace them with a per diem employee, unless agreed upon by the affected members.
- This does not apply to call schedules.
- Employees shall not have to "pay back" for any template days taken off.

~~Predictive schedule templates will be updated by March of 2024.~~

10.7.1 Scheduled Extra Shifts. Prior to or ~~After~~ after the schedule has been published and extra shifts become available, the extra shifts will be offered on a first come first serve basis straight time voluntary basis first, then overtime may be offered on an equitable rotation. If an employee works a shift in excess of their assigned shifts, and an incentive is later offered for the extra shift worked, the employee shall be eligible for the incentive associated with their classification.

Notification of the extra shifts shall be made electronically to the department in accordance with 10.4.

10.7 Report Pay. With the exception of voluntary meetings and in-services, employees who report for work as scheduled shall be paid a minimum of four (4) 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 they should not report. An employee may voluntarily agree to leave prior to the expiration of the four (4) hour period in lieu of staying and being paid for the full four (4) hours.

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10.7.1 Mandatory Meetings. A minimum of one hour's pay, at the employee's regular rate, shall be paid for attendance at mandatory meetings, if the time spent at such functions is not continuous with the employee's normal shift. These meetings may be held virtually.

10.8 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 one and one-half (1 $^{1}/_{2}$) times the regular rate of pay. Working as a result of approved shift trades, personal preferences, voluntary shift sign-up, attending non-mandatory department meetings, non-mandatory in-service, or non-mandatory education days shall not apply to rest between shifts. Call shift trades that create no additional possibility of premium pay for the employer~~,~~ shall be eligible for rest between shifts.

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10.9 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 one and one-half (1 $^{1}/_{2}$) 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 if the employee voluntarily agrees to work on consecutive weekends either at the time of hire or thereafter (including any trading of weekend work or employees providing weekend only availability). A weekend is defined as Saturday and Sunday for the first and second shifts; and, for the third shift, Friday and Saturday or Saturday and Sunday, as designated by the Employer upon an employee's employment or subsequently upon an employee's change of unit, hours or position title.

10.10 On-call or Standby/Call Back. Employees will be paid $~~7.00~~7.50 per hour while on-call for the first 48 hours of on-call in a four-week cycle. Should the employee work more than 48 hours of on-call in a four-week cycle the employee will receive $14.00 per hour while on-call. Should the employee work more than 96 hours of on-call in a four-week cycle the employee will receive $20.00 per hour while on-call. Employees cannot trade into the higher tier.

Employees receiving continuation of standby pay while in call back will continue to receive it; this shall apply only to employees receiving it prior to ratification. Standby hours will not be counted as hours worked, but pay for standby will be included as remuneration when calculating the regular rate of pay. An employee on standby status who is called in to work (call back) will not continue to receive standby pay.

Call trades, like shift trades, must be pre-approved by the employee's manager or designee.

All bargaining unit employees shall be required for call if they are currently required to accept call shifts. The Employer will assign on-call work on an equitable rotation to employees who are qualified.

Surgical Techs, in the main OR, who currently receive the 15-year exemption will continue to receive the exemption except if all of Surgical Techs have been scheduled for at least 32 hours in a 4-week cycle.

BHA TA 11/18/26

10.11 Call Back. When an employee ~~called back to work~~returns to the hospital, the employee is paid one and one-half (1 ½) times the employee's regular hourly rate of pay, plus applicable differentials, for a minimum of two hours or the actual hours worked, whichever is greater.

Department managers will make a department guideline as to which representative will be responsible to call back employees who are in standby status.

KH TA 11.18.26

Call-back time begins when the employee actually ~~begins the call-back work, which may include working before reporting to work~~clocks in at the hospital. This does not include drive time to a work site. It ends when the call-back work is completed and the employee has been released or when the employee starts a regularly scheduled shift.

Another two-hour (2) minimum is not paid unless the employee has been released from work for a minimum of 45 minutes prior to the next call-back.

10.11.1 Telephone consultation that is necessary for the guidance of personnel on duty, for telephone conferences and/or for patient care, documentation, or advice, shall be considered hours worked and shall be compensated at the one and one-half (1 ½) times the employee's base hourly rate of pay. Caregivers are responsible for duly and accurately recording all such working time.

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

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

If, during the term of this Agreement, PeaceHealth recognizes an additional holiday systemwide, the additional holiday will be added to this Section 10.12

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.

10.12.1 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.

10.12.2 Veterans Day. Caregivers who served on active duty in the Armed Force at least six (6) months and received an honorable characterization of service may request Veterans Day Off without pay, if the veteran caregiver is scheduled to work on Veterans Day. The veteran caregiver must request Veterans Day off at least 21 days before the holiday, and the request will be approved or denied within 14 days before Veterans Day. If the request is denied, the veteran caregiver will be allowed to take a single day off without pay within a year of the Veterans Day. The Employer may request documents showing the caregiver is a veteran.

JHA TA 11/18/26

TA KH 11.18.26

10.13 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 one and one-half (1 ½) times the employee's regular rate of pay will be paid on the sixth consecutive day worked, and each subsequent consecutive day worked, following five (5) consecutive days already worked, unless waived by mutual agreement.

Any day the employee worked four or more hours, will count toward sixth and consecutive day pay under this section. For purpose of this section, "day" is defined as the calendar day on which the employee's scheduled shift begins.

The Employer may cancel any day of work to break the consecutive day cycle with at least four (4) hour notification.

This section shall not apply to employee requests or approved employee-initiated shift or schedule exchanges. Call shift trades that create no additional possibility of premium pay for the employer, shall be eligible for sixth and consecutive pay.

10.14 Per Diems.

Per diem employees provide coverage on an as needed basis and to remain in an employed status must meet the below requirements:

1. ~~Must be available a minimum of six (6) shifts per schedule cycle inclusive of two (2) weekend shifts and~~Per diems shall coordinate their availability with their department staffing needs.

2. Effective March 1, 2027, per diems must work a minimum of four (4) shifts per cycle, including two (2) weekend shifts, assuming shift availability. Unless hired as variable, the minimum shift requirements apply to the shift the per diem was hired to fulfill. If the per diem does not meet this requirement, then a per diem may be issued corrective action. If a per diem fails to meet this requirement twice in a rolling 12-month period, they may be relieved of their per diem employment. A per diem

employee may completely opt out of one (1) monthly work schedule each calendar year, provided the employee notifies the Medical Center in advance of the preparation of the work schedule.

~~2.~~3. For units that have standby shifts, the minimum requirements may include standby shifts.

~~3.~~4. Per diem employees must be available one (1) holiday per year, which may include a standby shift. Holiday availability must be submitted by March 31st for all holidays occurring through January 2 of the following year. New per diems starting after March 31st shall give their holiday availability within their first 45 days of employment.

~~4.~~5. These shifts can be scheduled for ~~4,~~ 8, 10, or 12 hour shifts per department shifts.

6. Per diem availability shall be due three (3) weeks prior to posting of the schedule.

~~5.~~7. If availability provided does not result in fulfilling shifts identified in #2 above, the per diem must provide new availability to fill department staffing needs.

~~6.~~8. UBC/CAC guidelines will not conflict with the requirements outlined in Section 10.14.

Per diem employees may or may not be scheduled and may or may not have guaranteed hours of work.

Employees that hold at least a 0.5 FTE at PeaceHealth and a secondary per diem assignment will not be held to the above availability requirements, but must maintain their competency in the per diem position, as determined by the employer.

Employees who hold multiple Per Diem positions will be accountable to the minimums only in their primary positions.

10.15 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). Provided the department has the appropriate skill mix, employees will be low censused in the following order.

1. Volunteers working at an overtime and/or premium rate of pay.
2. Volunteer working their regular rate of pay.

3. Agency personnel, travelers and temporary employees.

4. Per Diem employees working at an overtime and/or premium rate of pay.

5. Per Diem employees working at their regular rate of pay.

6. Full-time and part-time employees working at an overtime and/or premium rate of pay.

7. Full-time and part-time employees working their regularly scheduled shift, on an equitable rotation basis provided that skills, competency, ability and availability are considered equal.

DAA TA 11/18/26

~~In the event a Department does not have a guideline for mandatory low census, Departments will develop a guideline for mandatory low census by March 2024.~~

Side Letter Between OFNHP and PeaceHealth Sacred Heart (Not to Be Included in CBA)

ASH TA 11.18.26

Effective the first full pay period following ratification of 2026 successor CBA, Cath Lab Techs who are placed on voluntary call prior to the end of their shift, at the request of the employer, or who are scheduled to be on-call at the conclusion of their shift and stay beyond their scheduled stop time for more than thirty (30) minutes, by the employer, shall be eligible for the two hour (2) minimum call-back pay, per article 10.10.

Echo Techs assigned to work in structural heart procedures who are not scheduled to be on-call at the conclusion of their shift and stay beyond their scheduled stop time for a minimum of thirty minutes shall be eligible for call-back and the two-hour (2) minimum. Time worked less than thirty (30) minutes will be considered excess of shift.

Article 14 – Wage Rates and Compensation

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

- ~~3.00~~3.50~~4~~4.00% effective the first full pay period following ratification;
- ~~3.00~~3.50~~-~~4.00% effective the first full pay period following October 1, 2027;
- ~~2.5~~3.00% effective the first full pay period following October 1, 2028~~.~~

First full pay period following ratification, the ghost step 23/YOE 22 shall be replaced with a step increase of 1%.

14.2 Step Progression. Employees hired on or before August 11, 2018 will have a step placement date of March 1st, and will advance to the next step the first full pay period in March annually thereafter.

Employees hired after August 11, 2018 shall advance to the next step commencing the first full pay period following one year of service and annually thereafter. When a caregiver changes ~~position~~ job classification their step date shall become the date they commenced working in the new role.

AAA TA 11/18/26

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(s) as determined by the Employer.

Review of credit for prior experience. Employees may, within 45 days of their hire with PeaceHealth, or transfer to a new pay grade as outlined in appendix A, request a review by Human Resources of their step placement. For Each request the Employer will review such request and respond within 30 days. Employees have 30 days after the Employer responds to submit proof of experience if there is a discrepancy.

TA AA 11.18.26

14.4 Shift Differentials:

14.4.1 Evening Shift Differential. Evening shift shall be defined as per the Employer's policy. When the majority of an employee's shift occurs during the evening shift the employee ~~Employees who work three (3) or more hours during the evening shift~~ shall receive a differential of ~~$2.50 per hour for actual hours worked during the evening shift.~~ $3.00 per hour for all hours in the shift.

14.4.2 Night Shift Differential. Night shift shall be defined as per the Employer's policy. When the majority of an employee's shift occurs during the night shift the employee will receive ~~Employees who work three (3) or more hours during the night shift shall receive~~ a differential of $5.00 per hour for all hours in the shift. ~~$4.25 per hour for actual hours worked during the night shift. Effective October 1, 2024, 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.~~

14.4.3 Weekend Shift Differential. Weekend shift shall be defined as per the Employer's policy. Employees who work weekend shifts shall receive a differential of $1.00 per hour for actual hours worked during the weekend shift.

For shift differential, the majority of hours is measured from the first-clock in to the last clock-out of the shift. Meal periods do not affect majority of hours. If the majority of hours is equally distributed between two shift timeframes, the higher differential will apply.

14.5 Preceptor Pay and Trainer Pay. The Employer may assign employees as student preceptors or employee trainers. Preceptor assignments and duties are at the sole discretion of the Employer. Employees assigned by the Employer as preceptors or trainers shall receive a differential of ~~$1.50~~$2.25 per hour. This does not apply to job shadowing and/or department orientation. Employees who are in designated lead positions or who receive charge differential pay are not eligible for compensation under this paragraph.

Employees who are in designated lead positions or who receive charge differential pay are not eligible for compensation under this paragraph.

14.6 Charge Differential. When employees are assigned by the Employer to perform charge duties, in addition to their routine daily assignments, shall receive a differential of $2.00 per hour only when assigned by the Employer to perform the duties. Assignment of these duties will be determined by the Employer at its sole discretion.

14.7 Neonatal Transport Team Stipend. Employees assigned to Neonatal Intensive Care Unit (NICU) transport duties shall receive a differential of $200.00 per transport.

PAA TA 11/18/26

14.7 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 lump sum bonus of 2% of the employee's prior fiscal year eligible earnings, provided that the particular certification has been approved by the appropriate Vice President or designee, and further provided that the employee continues to meet all educational and other requirements to maintain the certification in good standing. A certified employee is eligible for only one certification premium, regardless of other certifications the employee may have. Employees will follow the Employer's process to receive certification pay. Certification pay will be paid annually following the close of the current fiscal year, in either September or October. Certification pay will not be paid for certifications or licensures that are required for their position.

RSLI TA 11.18.26

14.8 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.

14.9 Red-Circling (Differentials and Premiums). Employees currently receiving differentials or premiums higher than provided for in this Section shall continue to receive the higher differentials and premiums for the duration of the Agreement.

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

14.11 Temporary Assignments Working out of Classification Position within the Bargaining Unit. Temporary assignments to a lower paid position will not result in a decreased rate of pay. Temporary assignments to a higher paid position for one or more shifts will be paid at the appropriate seniority step of the higher paid classification.

14.12 Pharmacy Technicians. Pharmacy Technicians who are trained and compound in the hazardous room for a minimum of two hours during a shift shall receive this differential of $1.75 per hour 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 compound in the hazardous room, the Employer may determine, in its sole discretion, Pharmacy Technicians to be assigned into the hazardous room to compound.

Pharmacy Technicians who do monthly IV room cleaning shall receive a differential of $1.75 per hour while they perform the physical monthly IV room cleaning duties assigned by the Employer.

14.12 Cardiovascular Surgical Techs will continue to be paid, at a minimum, as a guarantee 95% of their assigned FTE per pay period.

14.13 Payment in excess of contract. The medical center has the right to compensate caregivers over and above the amounts set forth in this agreement. The medical Center agrees to notify OFNHP of all new pay enhancements prior to implementation.

14.14 Wage Security. When there is an error in an employee's pay due to no fault of the employee and the adjustment amount is greater than 5% of the gross of the check it is adjusting, the Employer shall issue an off-cycle check/deposit within no more than three business days after the error has been discovered and reported to the department manager and to the Payroll department for processing.

14.15 Wage Reopener. Eighteen (18) months after ratification of this agreement, either party may make a request for a wage reopener. The reopener shall occur only with mutual agreement between both parties. The parties agree that the No Strike/No Lock out provision shall remain in effect regardless of the reopener.

PAA TA 11/18/26

AD 11.18.26 TA

Appendix A

PH Job Title	Current Grade	New Grade	Min	Mid	Max	Market Adj
Pharmacy Technician	3	3	$25.36	$31.63	$37.89	3.5%
LPN	5	18	$30.37	$37.87	$45.37	3.0%
Cardiac Sonographer	12	10	$47.95	$59.79	$71.62	1.5%
MRI Technologist	12	10	$47.95	$59.79	$71.62	1.5%
Nuclear Medicine Technologist	12	10	$47.95	$59.79	$71.62	1.5%
Ultrasound Sonographer	12	10	$47.95	$59.79	$71.62	1.5%
Vascular Technologist	12	10	$47.95	$59.79	$71.62	1.5%
MRI Technologist Lead	13	2	$52.74	$65.75	$78.75	1.5%
Nuclear Medicine/CT Hybrid Tech	13	2	$52.74	$65.75	$78.75	1.5%
Ultrasound Sonographer Lead	13	2	$52.74	$65.75	$78.75	1.5%
Vascular/Echo Technologist Lead	13	2	$52.74	$65.75	$78.75	1.5%
Nuclear Medicine/CT Hybrid Tech Lead	14	7	$58.02	$72.34	$86.65	1.5%

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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, as governed by the benefit plans ("Plans") 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. Employees in the bargaining unit who choose to participate in such Plans shall participate in the same manner and subject to the same conditions and eligibility requirements as are generally in effect for a majority of employees who are not in the bargaining unit. Employees in the bargaining unit who choose to participate in insurance benefits shall contribute and participate in such benefit programs at the same rates as are in effect for non-bargaining unit employees. Premiums are deducted on a pre-tax basis. It is agreed and understood that the Employer may modify the terms of the benefit programs including changes to carriers, administrators, benefit levels, and costs associated with the benefit programs over the term of the Agreement, provided such modifications apply consistently to non-bargaining unit employees in accordance with the Employer's reservation of rights in the Plans. Any disputes regarding the administration of the Plans, including coverage disputes, shall follow the dispute procedures set forth in the Plans documents.

DAA TA 11/18/24

BST TA 11.18.24

19.2 Retirement Benefits. Employees in the bargaining unit receive the full benefits and rights of participating in the same retirement programs as are offered generally to a majority of employees who are not in the bargaining unit. The Employer shall provide such benefits through the same benefit plans ("Plans") as those in effect generally for such other non-bargaining unit employees. Employees in the bargaining unit who choose to participate in such Plans shall participate in such Plans in the same manner and subject to the same conditions and eligibility requirements as are generally in effect for non-bargaining unit employees. It is agreed and understood that the Employer may modify the terms and benefits of the retirement programs over the term of the Agreement, provided such modifications apply consistently to non-bargaining unit employees in accordance with the Employer's reservation of rights in the Plans. Any change in such terms and benefits will not affect any vested retirement benefits. Any disputes regarding the administration of the Plans shall follow the dispute procedures set forth in the Plans documents.

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Side Letter Between OFNHP and PeaceHealth Sacred Heart (Not to Be Included in CBA)

During the term of the 2026 to 2029 collective-bargaining agreement, PeaceHealth Sacred Heart will engage in discussions with OFNHP regarding language for an employee elected to serve as an Officer of OFNHP and a potential leave of absence.

All TAs signed and agreed by the parties.

All other items not already TAed, withdrawn by both sides.

KDA TA 11.18.26

TA 11/18/26

November 18, 2026
1230

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 as follows:

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

PTO is accrued on all hours paid including hours paid above the employee's FTE, excluding standby hours, hours cashed out pursuant to Section 15.6 and hours donated pursuant to Section 15.8.

15.3 Maximum Limit. The maximum PTO accrual will be one and one-half ($1^1/_2$) times 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
0-4.99	336
5-9.99	396
10-14.99	444
15-19.99	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 15.6, 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. Employees may donate PTO to benefit another employee pursuant to the Employer's policy and applicable State and Federal requirements.

> **15.8.1 Negotiating Committee.** Hours donated for the benefit of members of the OFNHP Union negotiating committee will be transferred by the Employer to the committee members as designated by the Union and will be restricted to the time period of negotiations for a successor agreement. Any hours donated shall be transferred to the other employee on an irrevocable basis.

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.

DMA TA 11/18/26

15.10 Hardship Withdrawals. In case of financial hardship, an employee may request a cash payment of PTO pursuant to the Employer's policy and applicable State and Federal requirements.

15.11 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.

TA RA 11.18.26 @1715

15.11.1 Available Slots for PTO.

1. For the purpose of this provision, the number of bargaining unit members for each classification, per department, will be a combined total of both RiverBend and University District.

2. Slots will be based on the number of individuals, including per diem employees, and travelers used to fill vacancies up to the general staffing levels (e.g. not a seasonal influx or a special project) in the department at the time a PTO request is submitted.

3. For purposes of determining the number of bargaining unit members in a classification in a department, leads will be counted with the classification for which they are a lead.

4. All time off shall count toward the minimums set forth below, with the exception of approved state and federal leaves, workers compensation leave, and a regularly scheduled day off. For the departments that have historically exceeded the limits set forth below they may continue that practice.

a. If there are 61 or more individuals (as defined in section 2 above) in a classification in a department, there shall be at least 5 slots per day

b. If there are 46-60 individuals (as defined in section 2 above) in a classification in a department, there shall be at least 4 slots per day.

c. If there are 31-45 individuals (as defined in section 2 above)in a classification in a department, there shall be at least 3 slots per day.

d. If there are 15-30 or individuals (as defined in section 2 above)in a classification in a department, there shall be at least 2 slots per day.

e. If there are 14 or fewer individuals (as defined in section 2 above)in a classification in a department, there shall be at least 1 slot per day.

5. For classification within a Department requiring particular specialty skill sets, the Employer may need to adjust the number of vacation slots to ensure patient care.

6. Departments shall utilize their Caregiver Action Committee to determine PTO unit guidelines, if needed. These guidelines will be developed Caregiver Action Committee or Unit Based Council and approved by a vote of staff in the department.

15.11.2 Requests and Approvals for PTO.

1. All requests for PTO may be submitted up to one (1) year in advance and at least three (3) weeks prior to the posting of the schedule.
2. For departments that approve blocks of time, that process shall continue.
3. Such requests will be granted based on the date and time the request was submitted, provided the skills and abilities of the employee are not significant factor as determined by the Employer.
4. Employees will be required to have accrued at least 25% of 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.

5. Employees will be notified whether requested PTO is approved within 30 days of the request.
6. All approved PTO requests will be posted, by employee name, electronically or in the department for employees to view within 72 hours of approval. In the event the employees in a department do not want approved PTO request by name, the department may remove employee names.
7. Employees shall not be mandated to work or take call on a regularly scheduled day off the day immediately prior to or the day immediately after an approved PTO day off, provided the employee notifies their supervisor that they are not available.

15.11.3 Rescission of Approved PTO

An employee may rescind a PTO request or part of a PTO request up to thirty (30) days prior to the posting of the schedule. The employee will rescind the PTO through the Employer's electronic timekeeping system. For departments that approve PTO in blocks of time the employee may continue using email to rescind PTO. Thereafter, rescission of such requested time off may be accomplished only if the Employer consents. With the exception listed in 15.11.2.4 above, the Employer may not rescind PTO once it is granted unless it is requested by the employee, although this may be waived by the manager or supervisor.

In the event all of the PTO slots are filled, the Employer will code the next two requests as "pending," in the Employer's electronic timekeeping system, for the employee who would be denied their PTO request. If that PTO slot becomes available on the date a PTO request is pending, the employee will be notified their pending request has been approved.

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ARTICLE 21 - LABOR-MANAGEMENT COMMITTEE

21.1 Labor Management Committee. The Employer and the Union agree to maintain a Labor Management Committee. The Committee will function as a forum for sharing information and discuss emerging technologies. 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.

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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 eight (8) members; four (4) members will be appointed by the Employer and four (4) will be appointed by the Union. Meetings will be for a maximum of 1.5 hours. The Committee will meet not less than once every quarter, unless the parties mutually agree to meet more frequently. 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.

21.2 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 a Labor Management Health Benefits Committee. The Union and Employer will each appoint up to three (3) representatives to the committee. The Union may appoint three additional (3) alternates; however, only three (3) representatives appointed by the Union shall attend any committee meeting. The committee agenda shall be developed with input from representatives of all committee members; minutes shall be taken at the committee meetings and made available to all committee members. The committee shall be advisory and shall meet quarterly and more often as mutually agreed. All employee representatives on the committee will be paid for their time attending meetings. The parties agree to engage in a fully transparent, timely, and complete process of information, including financial data, utilization trends, plan performance metrics, and vendor information, sharing that will lead to stronger engagement and overall success.

This committee will research, review and adopt incentive-based programs and may provide recommendations regarding plan design and inpatient and outpatient benefits provided under the plan. The committee will work to:

1. Maximize prevention benefits
2. Incentivize healthy behaviors and wellness programs
3. Remove barriers to chronic disease management such as lower or free pharmaceutical costs and free office visits.
4. Encourage use of high value benefits and discourage benefits of low value but high costs such as high-end imaging.
5. Educate and incentivize on the use of generic drugs.
6. Develop a plan to educate and assist Employees on the various financial assistance programs available including those offered by PeaceHealth.
7. The committee may explore options to make child care more affordable.
8. Identify ways to preserve the amount and duration of leave that was previously available prior to Paid Leave Oregon, and to ensure compliance with Paid Leave Oregon.

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.

The committee may include representatives from the Oregon Nurses Association, Service Employees International Union, Local 49, International Union Engineers, Local 701, and other represented employee groups. In addition, the committee will meet twice annually with a PeaceHealth system benefit representative to review trends, data (including PeaceHealth system-wide and facility specific data) and discuss suggestions.
Committee participants shall receive an annual training on Health Insurance plan design, data analysis tools and other information to facilitate participation and effectiveness of the committee.

21.3 Staffing Committee. The Employer further recognizes the obligation under Oregon HB 2697, Section 3 to establish a Tech Staffing Committee. The Tech Staffing Committee shall perform functions and comply with the requirements of HB2697, Section 3.
The Tech Staffing Committee shall consist of five (5) members appointed by the Union and an equal number appointed by the Employer. Meetings will be for a maximum of 1.5 hours, and not less than once every quarter. Bargaining unit employees will be compensated at their straight time rate of pay for time spent at these meetings, and, unless required by law, such time shall not be counted in the calculation of overtime.

21.4 Interview Panel. An OFNHP bargaining unit member may be invited to participate in an interview with external candidates.

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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, competency 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 with as much notice as is practicable and 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 notice of a mass layoff, involving 50 or more employees and shutting down an employment site, to the Union and to the affect employees no less than sixty (60) 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 of management's decision.

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 (4)-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 Bumping Rights/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 bump/displace the least senior employee in the same classification within their department or unit (any shift, any FTE)~~on the individual's current shift in a position of equivalent FTE~~. A displacing employee must assume the

same shift and FTE of the employee that gets displaced. The employee must have the appropriate skills mix and qualifications to perform the essential functions of the assignment they are to assume, with reasonable training that will not negatively impact patient care.

For the purposes of this article, an employee with a primary Lead position will be entitled to bump/displace the least senior employee in the same department or unit they lead. A Lead must assume the same shift and FTE of the employee that gets displaced. Leads may only exercise bumping rights/displacement if no other open FTE positions in the same department or unit they lead exist. ~~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 on another in a position of equivalent FTE. The employee must have the appropriate skills mix and qualifications to perform the essential functions of the assignment they are to assume, with reasonable training that will not negatively impact patient care.~~

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) calendar 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.

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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 in 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.

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Article 18

18.1 Paid Education ~~Time Off~~. Full-time and part-time employees who have completed their introductory 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 ~~off~~ up to ten (10) hours of education pay per calendar year. CEs completed on personal time can be submitted for education pay. ~~Such t~~Time off must be approved by the employee's manager and will be subject to the Employer's scheduling need on the Employee's unit. If the employee is ~~submitted~~ submitting education time off on a work day, the employee shall submit requests for education time off in accordance with Article 15. Paid education time off shall not be applied in a manner that results in overtime, premium pay, or a differential. The Employer will pay continuing education hours at the employee's regular rate of pay and shall not be considered compensable time for calculating hours worked for overtime or other premiums.

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Additional educational hours (paid or unpaid) may be granted by the Employer and must be used for bona fide education related to the employee's current position within the Employer, which will benefit both the Employer and the employee. Educational offerings for basic core competencies required for the employee's current position shall be excluded.

The hours must be utilized for formal public classes, workshops offerings, or online remote learning typically associated with CEU credits, unless otherwise approved by management. Employees are not required to be on the work site to complete their paid education time. The Employer may require an employee to make oral and/or written presentations regarding their educational experience to other Medical Center staff.

Unused education hours may not be carried over from year to year.

18.2 In-service Training. The Employer will provide ongoing in-service training programs, equipment/applications, 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. The in-service training shall be documented with a competency checklist, after the training is complete, the employee will notify their supervisor if the employee needs additional training.

18.3 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 such training at no cost to the employee, nor shall the cost count against the employee's tuition reimbursement.

Certifications required for the employee's role such as but not limited to: BLS, ACLS, PALS, and NRP, will be compensated at the straight time rate of pay for all hours spent in the certification course. BLS, ACLS, PALS, or NRP shall be done on facility premises unless a

The Employer reserves the right to add to, delete, modify, or change any of the proposals as negotiations progress. The fact that the Employer submits a proposal during the course of negotiations does not indicate in any way that the Employer does not have the rights or privileges reflected in the provisions of the proposal, and a withdrawal of any proposal at any time during the course of negotiations does not indicate that the Employer does not have or retain any such rights or privilege as may be reflected in whole or in part by said proposal. All Union proposals not specifically agreed upon by the Company or countered are hereby rejected.

caregiver receives prior written approval, which shall not be unreasonably denied. This does not include credentials.

18.4 Tuition Assistance. Employees will be eligible to receive tuition reimbursement pursuant to applicable Employer policies.

The Employer reserves the right to add to, delete, modify, or change any of the proposals as negotiations progress. The fact that the Employer submits a proposal during the course of negotiations does not indicate in any way that the Employer does not have the rights or privileges reflected in the provisions of the proposal, and a withdrawal of any proposal at any time during the course of negotiations does not indicate that the Employer does not have or retain any such rights or privilege as may be reflected in whole or in part by said proposal. All Union proposals not specifically agreed upon by the Company or countered are hereby rejected.

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ARTICLE 16 - HEALTH AND SAFETY

16. 1 The Employer and the Union agree that employee and patient safety shall be considered at all times and in all interactions. The Employer and the Union agree to comply with all State and Federal regulations pertaining to the health and safety of employees in the workplace. The parties further agree to promote practices necessary to assure safety in the workplace. Employees shall not be required to work under unsafe or hazardous conditions. Employees will inform management of any unsafe or hazardous conditions observed. All safety equipment deemed necessary for a particular job shall be provided. The Employer shall provide employees with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Union may appoint an employee representative to serve on the Employer's Safety Committee. The representative shall be paid for time spent in Safety Committee meetings In accordance with OSHA, the Employer will release the safety representative to attend the monthly safety meeting. The Union agrees to notify the Employer of the appointed safety representative. The Employer will notify and offer to release (subject to the operational needs of the department) an OFNHP employee to accompany an OSHA Compliance Officer during an inspection of an area where OFNHP bargaining unit members are assigned to work.

16.2 Workplace Violence Prevention Committee. The Employer and the Union aim to create a culture where violence and aggressive behavior will not be tolerated in the work environment.

16.2.1 The PeaceHealth Oregon Workplace Violence Prevention Committee shall meet on a set schedule for a minimum of two hours a month (unless the parties mutually agree to alter this schedule) with dedicated time on the agenda for discussion of caregiver related issues. OFNHP will join the existing committee.

16.2.2 The committee shall include two (2) OFNHP members, and one alternate appointed by the Union and an equal number appointed by the Employer. The Employer will pay for a maximum of two OFNHP caregivers to attend the committee and subcommittee meetings. The caregivers serving on this committee or subcommittee shall be provided with no more than ninety minutes of paid time to work on assignments as defined in the charter.

16.2.3 Policy Development, Evaluation, Education and Training. The Employer is committed to developing policies, education, and training, with input from the Workplace Violence Prevention Committee to support a comprehensive Workplace Violence Prevention Program. These policies shall be presented to the committee for review and feedback, prior to implementation, and also reviewed and evaluated annually. The Employer shall require all employees receive education and training, at least annually, on workplace violence prevention. Workplace violence prevention education shall also be incorporated into new employee orientation and for any employee transferring to a different unit or position with the Employer. The committee shall review and provide feedback regarding the education and training

prior to implementation. The Employer shall provide, upon request, the union with documentation of these trainings and education modules.

16.2.4 The Employer will provide Employee Assistance Program and spiritual care information to an affected employee within seventy-two hours of receiving notice of an incident.

16.2.5 The Employer is committed to providing timely notification of workplace violence events that may impact staff with the emphasis on preventing future incidents. Upon request, a subcommittee, with caregivers, shall meet immediately to review workplace violence incidents. Incidents will also be reviewed and analyzed at the next meeting of the committee.

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

16.5 Lactation Accommodation. Employees will receive lactation accommodation consistent with the Employer's policy.

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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.

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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 employee's' immediate supervisor or designee. When the employee brings the matter to the supervisor's or designee's' attention, the employee may identify the matter as a potential grievance. When notified, the supervisor or designee will make a ~~good~~ good-faith effort to schedule a meeting at the earliest available opportunity. If the meeting or resolution appears to extend at or beyond the timeline under 9.3.1, either party may request an extension. The employee may request the assistance of the ~~Shop~~ Union 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 signed grievance 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 fourteen (14) days thereafter, the manager or designee and the employee and his or her ~~Shop~~ Union 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 fourteen (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 fourteen (14) days following receipt of the Step 1 response. The grievance will be referred to the appropriate Director or designee. Within fourteen (14) days thereafter, the Director or designee and the employee and his or her ~~Shop~~ Union 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 fourteen (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~~ Union Steward or Union Representative will meet in an attempt to resolve the grievance. The COO or 12 designee will provide a written response to the grievance within fourteen (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 fourteen (14) days after receiving the Employer's Step 3 response, notify the Employer of the Union's intent to submit the matter to either mediation or arbitration. By mutual agreement, the parties may request the services of a mediator by submitting the dispute to the Federal Mediation and Conciliation Service prior to selecting an arbitrator. If the parties do not pursue mediation or the dispute is not resolved in mediation, the parties will within fourteen (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 seven (7) 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.

OFNHP Proposal 1
Date: 10/21/26
Time: @ 1631

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10/21/26
@1631

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 employees will be made aware of this provision at the time of orientation. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement. The parties further agree that neither party shall discriminate against any person on account of membership status or lawful Union activity.

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

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3.3 Hold Harmless. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless for all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made for the wages of such employee, or any action taken by the Employer to terminate an employee's employment pursuant to this Article.

3.4 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues and fees as specified in writing by the Union for all employees covered by this Agreement who have voluntarily signed an agreement authorizing such deductions. When the signed agreement authorizing such deductions is 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.

3.5 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.

3.6 Remittance. The Employer will deduct the Union dues and PEAC for those employees who have voluntarily signed an agreement authorizing such deductions on a biweekly basis, provided the Union has submitted the signed agreement to the Employer. Deductions will be promptly transmitted to the Union by check or electronic payment (ACH) payable to its order

OFNHP reserves the right to add to, edit, delete, or modify any terms of these proposals at any time during negotiations. Article and MOU numbering and tiles may be adjusted upon mutual finalization of the complete collective bargaining agreement.

within five (5) business days from the pay date. Upon issuance and transmission of the funds to the Union, the Employer's responsibility shall cease with respect to such deductions.

3.7 Deduction Report. The Employer will also provide a roster in electronic format that includes the employee's name, bargaining unit, employee identification number, the dues amount deducted, the PEAC amount deducted, and earnings by pay periods within five (5) days of the end of the month.

3.8 Demographic Report. The Employer shall forward monthly to the Union a human resources report or reports in electronic format covering all bargaining unit employees currently employed by the Employer, including their name, bargaining unit, work location, mailing address, primary phone number, employee identification number, job title, department name, date of hire, bargaining unit seniority date, rate of pay, monthly gross pay (overtime excluded), straight time monthly hours, FTE status, dues deduction, PEAC deduction, as well as any employee terminations or transfers in or out of the bargaining unit. Transfers shall include the full name, date of transfer, department transferring into and out of, phone number, hire date, and bargaining unit seniority date.

10/21/26 @ 1630

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ARTICLE 1 – RECOGNITION AND BARGAINING UNIT DESCRIPTION

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

1.1.1 Bargaining Unit Description. The Employer recognizes the Union as the exclusive collective bargaining representative of all full-time, regular part-time, and per diem professional employees as described in NLRB Case number 19-RC-209285 as identified herein; All full-time, regular part-time, and per diem anesthesia technicians, anesthesia technician leads, cardiac sonographers, cardiac sonographer leads, cardiac surgery technicians, cardiovascular technologists, cardiovascular technologist leads, CT technologists, CT technologist leads, ~~EEG~~ neurodiagnostic technicians, ~~EEG~~ neurodiagnostic technician leads, electro physiology technologists, electro physiology technologist leads, general sonographer technologist, licensed practical nurses, licensed practical nurse leads, mammography technologists, mammography technologist leads, MRI technologists, MRI technologist leads, ~~neurodiagnostic technologists, neurodiagnostic technologist leads~~, nuclear medicine technologists, nuclear medicine technologist leads, nuclear medicine technologist/CT hybrid, nuclear medicine technologist/CT hybrid lead, occupational therapy assistants, occupational therapy assistant leads, orthopedic technicians, orthopedic technician leads, pharmacy technicians, pharmacy technician leads, physical therapist assistants, polysomnographic technologists, polysomnographic technologist leads, pulmonary rehab, radiology tech special procedures, radiology tech special procedures leads, radiation therapists, radiation therapist leads, radiology leads, radiology technologists, radiology technologist leads, rehab technicians, rehab technician leads, respiratory therapists, respiratory therapist leads, surgical services analyst, surgical technologists, surgical technologist leads, surgical first assist, ultrasound technologists, ultrasound technologist leads, vascular technologists, nuclear medicine/CT technologist and vascular technologist leads employed by the Employer at its Riverbend Campus, Riverbend Annex, and University District locations in Springfield and Eugene, Oregon; excluding all other non-professional employees, professional employees, physicians, registered nurses, business office clerical employees, skilled maintenance employees, confidential employees, managerial employees, all employees employed by PeaceHealth Medical Group, and guards and supervisors as defined by the Act.

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 after receipt of the notice, the parties will meet to bargain the rate of pay. The Employer's proposed rate shall be paid while negotiations proceed.

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OFNHP Proposal 4
Date: 10/21/26
Time: e1632

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10/21/26
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ARTICLE 4 - NON-DISCRIMINATION

4.1 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, citizenship, political ideology, age, sex, marital status, sexual orientation, gender, gender identity or expression, mental or physical disability, veteran status or any and all other protected classes in accordance with applicable State and Federal laws. In the event that any law requiring accommodation of an employee conflicts with provisions of this Agreement, such law shall prevail.

4.2 **Compliance with Laws Requiring Accommodation.** The Employer and the Union further agree that the Employer shall be permitted to take any and all actions necessary to comply with the Americans with Disabilities Act or any other law requiring accommodation of employees in the workplace. If such actions necessitate a violation of a provision of this Agreement, then the Employer will give the Union notice of such and the Union may request to discuss.

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OFNHP reserves the right to add to, edit, delete, or modify any terms of these proposals at any time during negotiations. Article and MOU numbering and titles may be adjusted upon mutual finalization of the complete collective bargaining agreement.

ARTICLE 7 - PERSONNEL FILES

The Employer will comply with all statutory requirements applying to personnel records as outlined in Oregon Law. At the request of an employee, the Employer shall provide reasonable opportunity for the employee to inspect 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.

Employees may inspect personnel files, add rebuttal statements, and get copies of personnel files in accordance with Employer's policy.

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ARTICLE 11:

11.2 Skills Training Opportunity. Skills training and filling of temporary bargaining unit positions within a department shall be posted for all bargaining unit staff and announced via internal Employer email at least seven (7) days in advance. The training opportunity will be offered to the most senior qualified employee who applies and possesses the minimum requirements, and will be able to meet the established competency with reasonable training that will not negatively impact patient care.

If at any time within the first forty-five (45) to ninety (90) days, the Employer determines that the employee is unable to perform satisfactorily, such training opportunity will be canceled and the employee may not apply for the next training opportunity. If a training opportunity is cancelled, upon employee request, the Employer shall provide the employee with an explanation of the reason(s) the employee's performance was unsatisfactory.

11.3 Filling of Vacancies. Any new department vacancy shall be posted online and announced via internal employer email. Any available template and shift will be offered to the department via email before it is awarded to a new employee. Template vacancies will be awarded based on department seniority. To be considered for a posted position an employee must apply in accordance with the Employer's policy and procedure. Bargaining unit candidates will be considered for the first seven (7) days of the posting prior to considering non-bargaining unit candidates. In the event a bargaining unit employee fails to ~~submit a bid~~ apply for a posted position within seven (7) calendar days, the Employer shall be free to select the most qualified applicant. If more than one bargaining unit employee applies and meets the criteria outlined below, the position will be awarded to the most senior bargaining unit employee.

The start date for the new position will begin at the start of a new payroll period and generally the employee shall assume the new position no later than the end of the four (4) week scheduling period following the cycle in which acceptance occurs, unless otherwise mutually agreed upon. 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.

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

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

11.3.3 Employees who received a formal corrective action within the last ninety (90) days will not be considered for job vacancies or skills training opportunities, unless the Employer agrees otherwise. This provision does not apply to in-unit template or shift change.

11.3.4 Department Seniority. For purposes of calculating seniority under this Section 11.3, an employee will have "department preference" which means an employee's length of continuous employment in a position within a specific department. Department preference shall be used for shift and template choices as they become available.

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ARTICLE 12:

12.1 Definitions. Seniority shall be defined as follows:

12.1.1 "PeaceHealth Seniority" shall mean continuous length employment within the PeaceHealth System.

12.1.2 "Bargaining Unit Seniority" shall mean an employee's continuous length of employment in a position within this bargaining unit at Sacred Heart Medical Center from the most recent date of hire.

12.1.3 "Department Seniority" shall mean employee's length of continuous employment in a position within a specific department.

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

12.2.1 The employee terminates voluntarily and is rehired by Sacred Heart Medical Center in a bargaining unit position more than twelve (12) months later.

12.2.2 The employee terminates through layoff and is rehired by the Employer more than twelve (12) months later.

12.2.3 The employee is discharged from employment for just cause.

12.2.4 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 twelve (12) months.

12.2.5 The employee applies to and is awarded a position out of the bargaining unit and serves more than twelve (12) months in a non-bargaining unit position. Bargaining unit ~~Seniority~~ seniority does not accrue for all time spent outside of the bargaining unit. Upon re-entry to the bargaining unit, members will commence bargaining unit seniority accrual.

12.3 Bargaining Unit Seniority Tie Breaker. ~~If employees have the same bargaining unit seniority date, the employee with the best time and attendance record shall have greater seniority.~~

~~**12.3.1** A second tiebreaker, if needed, will be the person who has the most years of relevant experience related to the job in dispute.~~ The employee with the lowest PeaceHealth employee number.

12.4 Seniority Lists. The Employer shall provide the union an updated seniority list upon request. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing within fourteen (14) calendar days after the Union's receipt of the list. The union can post the updated seniority list to members.

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Article 28: Employer Policies

Every sixty (60) days, the Employer shall provide the Union with any new or revised employment policies. Within ten (10) business days of receiving the sixty (60) day update, or of becoming aware of a new or revised policy before such update, the Union may request a meeting, and the Employer will meet and, upon request at that meeting, bargain over the effects of any material changes on bargaining-unit employees' terms and conditions of employment. The Employer has no duty to notify or bargain with the Union regarding policies it reviews but does not revise.

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The Employer reserves the right to add to, delete, modify, or change any of the proposals as negotiations progress. The fact that the Employer submits a proposal during the course of negotiations does not indicate in any way that the Employer does not have the rights or privileges reflected in the provisions of the proposal, and a withdrawal of any proposal at any time during the course of negotiations does not indicate that the Employer does not have or retain any such rights or privilege as may be reflected in whole or in part by said proposal. All Union proposals not specifically agreed upon by the Company or countered are hereby rejected.

OFNHP Proposal 4
Date: 11/18/26
Time:

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ARTICLE 22 - SUBCONTRACTING

22.1 Before subcontracting work currently performed by employees in the bargaining unit, the Employer will provide the Union at least one-hundred twenty (120) calendar days' notice of its intent to subcontract the work and will provide the Union with an opportunity to meet and discuss this impending decision and to bargain over the impact of the decision on bargaining unit employees within the one-hundred twenty (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.

OFNHP reserves the right to add to, edit, delete, or modify any terms of these proposals at any time during negotiations. Article and MOU numbering and tiles may be adjusted upon mutual finalization of the complete collective bargaining agreement.

November 18, 2026
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Article 27 Term of Agreement

This Agreement shall become effective upon ratification and shall continue in full force and effect through and including September 30, 2029, 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.

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OFNHP Proposal 2
Date: 11/18.26
Time:

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11/18/26

Collective Bargaining Agreement

Between

~~OFNHP~~ Oregon Federation of Nurses & Health Professionals (OFNHP) Local 5017

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Tech Unit

And

PeaceHealth Sacred Heart Medical Center

~~**December 17, 2023**~~

through

September 30, 2026~~9~~

OFNHP reserves the right to add to, edit, delete, or modify any terms of these proposals at any time during negotiations. Article and MOU numbering and tiles may be adjusted upon mutual finalization of the complete collective bargaining agreement.