

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into by, between, and among PeaceHealth Sacred Heart Medical Center (the "Employer") and Oregon Federation of Nurses and Health Professionals, AFT Local 5017 (the "Union") (collectively "the Parties") on the dates acknowledged below in order to provide for an orderly and mutually satisfactory resolution of disputes. This is a negotiated agreement entered into by the Parties.

### RECITALS

WHEREAS, on April 9, 2024, the Union filed a grievance on behalf of employee Douglas Green ("Green Grievance"), claiming the Employer breached Article 14.2 of the Parties' Collective Bargaining Agreement ("CBA") by changing Green's step date upon the date of his transfer into a new position.

WHEREAS, on November 30, 2024, the Union filed a class action grievance ("Class Action Grievance") claiming the Employer breached Article 14.2 of the Parties' CBA by changing the step placement date for employee Fredy Flores and requesting the Employer review all bargaining unit employees' step progressions and correct all changes.

WHEREAS, the Parties had an arbitration scheduled for March 24, 2026, before Arbitrator Kenneth Perea to arbitrate the Class Action Grievance.

WHEREAS, the Parties had yet to confirm an arbitration date for the Green Grievance.

WHEREAS, the Parties agree and confirm that this Agreement is authorized and fully binding pursuant to federal and Oregon law, and any and all other statutes, rules, and regulations relating to the subject matter of this Agreement.

WHEREAS, the Parties desire to compromise and settle both the Green Grievance and Class Action Grievance ("Grievances") under this Agreement.

THEREFORE, the Parties desire to settle the Grievances listed above fully, finally, and completely without the necessity of arbitration under the terms of the CBA. In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the above and as follows:

### AGREEMENTS

1. **Retroactive Payment.** The Employer agrees that the following bargaining unit employees' step dates were changed to their date of transfer upon transferring positions within the bargaining unit and are owed retroactive payment: Toni Bamford, Fred Frogge, Douglas Green, Kelly St. Clair, and Fredy Flores. The Employer will issue retroactive payment, reflecting make-whole relief in wages and benefits, to the employee within thirty (30) days of signature of this Agreement.
2. **Step Dates.** For the employees listed in Section 1, the Employer will change the employees' step dates to their original respective step dates prior to their transfers, and those dates will remain in effect going forward.
3. **Meet and Confer:** The Parties agree to meet and confer within 30 days to review whether any other bargaining unit employees' step dates were changed to their date of transfer upon transferring positions within the bargaining unit and who may be owed retroactive payment. If

any other such employees are identified, Employer will provide relief to them as laid out in Sections 1 and 2 above, with relief to any affected member provided within 30 days of being identified.

4. **Withdrawal of the Grievances.** The Union agrees to withdraw the Grievances. Any fees incurred from the arbitrator will be split evenly between the Union and the Employer.
5. **Article 14.2 Interpretation.** For the remaining period of the current CBA, the Employer agrees not to change employees' step dates upon their transfer, and instead, seeks to negotiate the interpretation of Article 14.2 during the Parties' upcoming CBA negotiations.
6. **No Admission of Liability / Non-Precedential.** No party shall be considered a prevailing party as to the Grievance or in any other pending matter between the Parties. This Agreement shall not be construed as an admission by any of the Parties. This Agreement is made solely for the purpose of avoiding the time, expense, and uncertainty of arbitration. This Agreement is without precedent or prejudice to the Company's position or the Union's position in any future claims or grievances.
7. **Severability.** In the event any part or provision of this Agreement is declared or determined by a court or other tribunal of appropriate jurisdiction to be unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
8. **Applicable Law.** This Agreement, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of Oregon, without regard to conflict of law principles. The Parties agree that jurisdiction and venue shall lie exclusively within the State of Oregon for any action involving the validity, interpretation or enforcement of this Agreement, for any claim for breach of this Agreement, for damages, and for other relief sought under this Agreement.
9. **No Waiver.** The failure of a party to insist on the strict observation or performance of any provision of this Agreement or to exercise any right to which a party may be entitled hereunder shall not impair or preclude the enforcement or exercise of such provision or right in the future or be construed as a waiver thereof.
10. **Entire Agreement; Modification.** This Agreement is intended to be a single, integrated, written contract, expressing the entire agreement between the Parties and supersedes and cancels any and all other and prior agreements, written or oral, between the Parties regarding the subject matter herein, except for any confidentiality or arbitration agreements. The Parties further understand and agree that this Agreement may be amended only by a written instrument executed by the Parties hereto, or their authorized representatives.
11. **Counterparts.** This Agreement may be executed in separate counterparts, and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document. A signature made on a facsimile copy of this Agreement or a signature to this Agreement transmitted by facsimile, scanned .PDF or digital signatures shall have the same effect as an original signature.

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THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

**SIGNED AND AGREED TO:**

**OFNHP, AFT LOCAL 5017, TECH UNIT**



Sarina Roher  
President, OFNHP

Date: 04/23/2026

**PEACEHEALTH SACRED HEART MEDICAL CENTER**



Julie Boys  
Director Human Resources

Date: 5/5/26