

Between

AFT Healthcare NW



Tech Unit

And

PeaceHealth Sacred Heart Medical Center



Collective Bargaining Agreement

October 11, 2021

through

September 30, 2023

Table of Contents

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT DESCRIPTION	8
1.1 Parties to this Agreement.....	8
1.1.1 Bargaining Unit Description.....	8
ARTICLE 2 - UNION STEWARDS, REPRESENTATIVES, AND RELATED PROVISIONS	9
2.1 Union Stewards.....	9
2.2 Union Representatives' Access to Premises.....	9
2.3 New Employee Orientation.....	9
2.4 Bulletin Boards.....	9
2.5. Printing of Agreement.....	9
ARTICLE 3 - UNION MEMBERSHIP	10
3.1 Union Membership.....	10
3.2 Religious Objection.....	10
3.3 Hold Harmless.....	10
3.4 Dues Deduction.....	10
3.5 Voluntary Political Action Fund Deduction.....	10
3.6 Bargaining Union Roster.....	11
ARTICLE 4 - NON-DISCRIMINATION.....	11
ARTICLE 5 - CATEGORIES OF EMPLOYEES	11
5.1 Full Time Employee.....	11
5.2 Part-Time Employee.....	11
5.3 Per Diem.....	11
5.4 Temporary Employee.....	11
5.5 Introductory Period.....	11
5.5.1.....	12
5.6 Change in FTE & Per Diem Status.....	12
ARTICLE 6 - EMPLOYER RIGHTS	12
ARTICLE 7 - PERSONNEL FILES.....	13
ARTICLE 8 - DISCIPLINE AND DISCHARGE	13
8.1 Discipline and Discharge.....	13
8.1.1.....	13
8.1.2.....	13

8.1.3.....	13
8.1.4.....	13
8.1.5.....	13
8.2 Written Discipline.....	13
8.3 Exceptions to Progressive Discipline.....	13
8.3.1.....	133
ARTICLE 9 - GRIEVANCE PROCEDURE.....	14
9.1 Definition.....	14
9.1.1 Days.....	14
9.1.2 Extension.....	14
9.2 Pre-grievance Resolution (Informal Procedure).....	14
9.3 Formal Procedure.....	14
9.3.1 Step 1.....	14
9.3.2 Step 2.....	14
9.3.3 Step 3.....	15
9.3.4 Step 4.....	15
9.4 The Arbitrator.....	15
9.5 Timelines.....	15
ARTICLE 10 - HOURS OF WORK.....	15
10.1 Work Period.....	15
10.2 Overtime.....	16
10.3 Excess of Shift.....	16
10.3.1 Overtime Rate.....	16
10.3.2 Mandatory Overtime Work.....	16
10.3.3 Overtime and Holidays.....	16
10.4 Overtime and Premium Pay Distribution.....	16
10.5 Meal Periods and Rest Breaks.....	16
10.6 Work Schedules.....	16
10.6.1 Scheduled Extra Shifts.....	17
10.7 Report Pay.....	17
10.7.1 Mandatory Meetings.....	17
10.8 Rest Between Shifts (Short Rest).....	177
10.8 Consecutive Weekend.....	178

10.10 On-call or Standby/Call Back.....	188
10.11 Holidays.....	199
10.13 Sixth and Consecutive Day.....	199
10.14 Per Diems.....	19
10.15 Low Census.....	1920
ARTICLE 11 - JOB POSTINGS AND FILLING OF VACANCIES.....	20
11.1 Job Postings.....	20
11.1.1 Skills Training Opportunity.....	20
11.2 Filling of Vacancies.....	20
11.2.1.....	20
11.2.2.....	201
11.2.3.....	211
11.3 Returning to Previous Job.....	211
11.4 Posting/Bidding exceptions.....	211
ARTICLE 12 - SENIORITY.....	211
12.1 Definitions.....	211
12.1.1.....	211
12.1.2.....	211
12.2 Loss of Seniority.....	212
12.2.1.....	212
12.2.2.....	222
12.2.3.....	222
12.2.4.....	222
12.2.5.....	222
12.3 Bargaining Unit Seniority Tie Breaker.....	222
12.3.1.....	222
ARTICLE 13 - LAYOFFS, RECALLS, AND RESTRUCTURES.....	222
13.1 Layoff.....	222
13.1.1 Notice of Layoff.....	222
13.1.2 Vacant Positions.....	233
13.1.3 Severance Option.....	233
13.1.4 Displacement Option.....	233

13.2	Recall.....	233
13.2.1	Vacant Positions.....	244
13.2.2	Per Diem Option.....	244
13.3	Seniority and Benefits.....	244
13.4	Unit Merger or Restructure.....	244
ARTICLE 14 - WAGE RATES AND COMPENSATION.....		244
14.1	Wage Rates.....	244
14.2	Step Progression.....	255
14.3	Wage Scale Placement for New Hires.....	255
14.4	Shift Differentials:	255
14.4.1	Evening Shift Differential.....	255
14.4.2	Night Shift Differential.....	255
14.4.3	Weekend Shift Differential.....	256
14.5	Preceptor Pay.....	266
14.6	Charge Differential.....	266
14.7	Certification Pay.....	266
14.8	Differential in Lieu of Benefits for Per Diem Employees.....	266
14.9	Red-Circling (Differentials and Premiums).....	266
14.10	Red-Circling (Wages).....	266
14.11	Temporary Assignments Working out of Classification Position within the Bargaining Unit.....	266
14.12	Cardiovascular Surgical Techs.....	267
14.12	Payment in excess of the contract.....	267
ARTICLE 15 - PAID TIME OFF.....		277
15.1	Purpose.....	277
15.2	Rate of Accrual.....	277
15.3	Maximum Limit.....	277
15.4	Eligibility.....	288
15.5	Payment.....	288
15.6	PTO Cash-Out.....	288
15.7	Payment Upon Termination.....	288
15.8	Donation of PTO.....	288
15.9	Extended Illness Bank.....	288

15.10 Hardship Withdrawals.	28
15.11 PTO Requests.	28
ARTICLE 16 - HEALTH AND SAFETY	299
ARTICLE 17 - LEAVES OF ABSENCE	30
17.1 Leaves of Absence with Pay.	30
17.1.1 Bereavement Leave.....	30
17.1.2 Jury/Witness Duty.	30
17.2 Statutory Leaves of Absence.....	30
17.3 Union Leave.	30
17.3.1 Release Time.....	30
17.3.2 Release Time to Work for the Union.....	30
17.3.3 Provisions Applicable to all Union Leave.	30
ARTICLE 18 - EDUCATION, TRAINING, AND PROFESSIONAL DEVELOPMENT	31
18.1 Paid Education.....	31
18.2 In-service Training.....	32
18.3 Employer-Required Training.....	32
18.4 Tuition Assistance.	32
ARTICLE 19 - HEALTH AND WELFARE	32
19.1 Health Insurance Benefits.....	32
19.2 Retirement Benefits.	32
19.3 Medical Premium Assistance.	32
19.4 Employee Discount.	33
19.5 Enhanced Chronic Condition Program.	33
19.6 Insurance Expenses Incurred at PeaceHealth Facilities.....	33
ARTICLE 20 - SUCCESSORSHIP	33
Sale, Merger or Transfer.....	33
ARTICLE 21 - LABOR-MANAGEMENT COMMITTEE	33
21.1 Labor Management Committee.....	33
21.2 Labor Management Health Benefits Committee.	33
21.2 Interview Panel	33
ARTICLE 22 - SUBCONTRACTING	34
ARTICLE 23 - SAVINGS CLAUSE.....	34
ARTICLE 24 - GENERAL PROVISIONS.....	35

24.1 Change/Amendments..... 35
24.2 Complete Agreement..... 35
ARTICLE 25 - NO STRIKES OR LOCKOUTS 35
25.1 No Strike..... 35
25.2 No Lockout..... 35
ARTICLE 26 - PARKING, TRANSPORTATION AND WORKPLACE SAFETY 35
26.1 Parking..... 35
26.2 Transportation..... 35
26.3 Workplace Safety..... 356
ARTICLE 27 - TERMS OF AGREEMENT..... 36
APPENDIX A..... 37
MOU Incentive Shifts..... **Error! Bookmark not defined.**

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 technicians, EEG 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, 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, 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.

ARTICLE 2 - UNION STEWARDS, REPRESENTATIVES, AND RELATED PROVISIONS

2.1 Union Stewards. Union Stewards are bargaining unit employees. The Union shall provide the Employer a list of all Union Stewards and elected Union Representatives from the bargaining unit. The transaction of Union business shall be on the employees' own time, except a Union Steward on duty shall be paid their regular rate of pay for attending grievance meetings and investigatory interviews. Off duty Union Stewards entering facilities to transact Union business shall be subject to the same access provisions as Union Representatives.

2.2 Union Representatives' Access to Premises. Non-employee Union Representatives (employees of the Union) shall be permitted access to public areas of the facilities for the purpose of ascertaining whether this Agreement is being observed and to assist Stewards in the administration and enforcement of the Agreement. At least twenty-four (24) hours prior to arrival at the facility, the authorized Representative of the Union shall email the Director of Human Resources (or designee) to notify the Employer of his/her presence in the facility. Should a Union Representative require access to non-public areas, he/she shall make arrangements in advance with the appropriate Employer Representative, and such access shall not be unreasonably denied.

2.3 New Employee Orientation. The Employer will provide advance notice to the Union of the schedule for new employee orientation, the schedule for the Union to present to the new employees for up to 30 minutes during the orientation, and the location of the orientation. The Employer will provide a Union Steward or Representative the opportunity, on release time without pay, to meet with new bargaining unit members at the new employee orientation or during an alternate time during the orientation process. New employees will be paid for up to 30 minutes for this part of orientation.

2.4 Union Boards. The Employer will provide the Union bulletin board space for posting of notices of Union elections and results, Union meetings, Union educational classes and other Union related notices. There will be designated space provided on departmental bulletin boards located in non-patient care areas, such as break rooms, that are accessible to bargaining unit employees.

2.5. Printing of Agreement. The Employer and the Union shall share equally the cost of printing sufficient copies of this agreement for distribution. The content of the cover of this agreement shall be determined by mutual agreement between the parties.

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.

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.

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

3.4 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. The Employer will also provide a roster in electronic format that includes the employee's name and identification number, the amount deducted, and earnings for the pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

3.5 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 COPE wage assignment form. When filed with the Employer, the authorized form will be honored in accordance with its terms. The Union will provide a monthly report of any changes to the fixed COPE amounts.

3.6 Bargaining Union Roster. The Employer shall submit monthly to the Union a report or reports covering all bargaining unit employees currently employed by the Employer, including their name, address, primary phone number, employee identification number, job title, department name, date of hire, rate of pay, monthly gross pay (overtime excluded), straight time monthly hours, FTE status, dues deduction, COPE deduction, and any employee terminations or transfers from the bargaining unit.

ARTICLE 4 - NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, citizenship, political ideology, age, sex, marital status, sexual orientation, gender, gender identity or expression, disability, or other protected class 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.

ARTICLE 5 - CATEGORIES OF EMPLOYEES

5.1 Full Time Employee. A regular full-time employee is any employee who is regularly scheduled to work 40 hours per week or for 12-hour shift employees, 36 hours per week. This definition does not apply to employee health and welfare benefits.

5.2 Part-Time Employee. A part-time employee is any employee who is regularly scheduled to work less than 40 hours per week or for 12-hour shift employees, less than 36 hours per week.

5.3 Per Diem. Per Diem employees work on an intermittent basis or to supplement the regular work force on a scheduled or unscheduled basis to provide relief for emergencies, employee absenteeism, to fill in after an employee leaves their position until a new regular employee can be hired, for temporary increases in workload, or other unexpected events after full-time and part-time employees are scheduled for their assigned FTE. Per diem employees must as a condition of employment agree to maintain the skills of their position, and to meet the needs of their work unit as determined by the Employer.

5.4 Temporary Employee. An employee hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of an unscheduled absence, illness, leave of absence, or to work during holidays or vacation periods. Temporary employees are excluded from the Union's bargaining unit and are not covered by this Agreement. Such employment shall not exceed twelve (12) consecutive months per individual.

5.5 Introductory Period. The first 120 calendar days of continuous employment with the Employer shall be considered a probationary period. During or at the conclusion of the probationary period, the Employer may decide to terminate the employment

relationship for any reason without notice or pay in lieu of notice, and such termination shall not be subject to the grievance procedure. The probationary period, with mutual agreement between the Employer and the Union, may be extended for up to 60 additional days.

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

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

ARTICLE 6 - EMPLOYER RIGHTS

The Union recognizes the Employer's right to operate and manage its business and facilities. Except where limited by a specific provision of this Agreement, all rights are subject to the Employer's exclusive control. These rights include but are not limited to the following: to determine the number of employees to be employed in each operation, shift, or department; to establish, change, modify, interpret or abolish the Employer's policies and procedures; to increase or diminish, change, improve or discontinue operations, programs and jobs, in whole or in part; to increase or diminish, change, improve or discontinue personnel, in whole or in part; to hire, promote, and transfer employees; to suspend, discharge, demote and discipline employees for just cause; to determine the duties of and to direct employees in their duties, including direction as to the location of the work to be performed; to lay off employees; to authorize work to be performed by any outside person or entity as selected by the Employer, to evaluate the performance and competency of employees in their assigned work; to increase or change the content, substance or methodology of any work assignment; to determine materials and equipment to be used; to reward and pay employees; and to determine working schedules, including allocation and requirements of overtime. The parties recognize that the above list is for illustrative purposes and does not exclude those rights and responsibilities not mentioned above.

The Employer's failure to exercise any right, prerogative or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.

ARTICLE 7 - 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.

ARTICLE 8 - JUST CAUSE DISCIPLINE AND DISCHARGE

8.1 Just Cause Discipline and Discharge.

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

8.1.2 Except in cases where mitigating circumstances can be demonstrated, the Employer will commence investigations of employees that may result in disciplinary action within thirty (30) days of management's knowledge of the incident.

8.1.3 The foregoing shall not limit the Employer's right to place an employee on paid suspension pending an investigation. No employee shall be subject to an investigatory suspension of more than fourteen (14) days, unless mutually agreed to.

8.1.4 An employee involved in an investigatory meeting will be advised of the reason for the meeting and whether or not it may lead to discipline.

8.1.5 The employee shall sign the notice only to acknowledge receipt. The employer will make a good-faith effort to issue written disciplinary notices within fourteen (14) days following the completion of the investigation.

8.2 Written Discipline. For the purposes of progressive discipline, written disciplinary notices will no longer be considered after two (2) years, so long as there have been no further disciplinary occurrences during that two-year period.

8.3 Exceptions to Progressive Discipline. The Union and the Employer agree progressive discipline should apply to those cases where the employee's conduct or performance does not warrant a more severe level of discipline, including immediate discharge. Possible exceptions to the progressive discipline: (1) violation of the Employer's non-discrimination policies, (2) harassment policies; (3) conduct threatening or endangering patient safety; (4) coworker abuse issues; (5) theft (6) falsifying records; (7) unlawful breach of confidentiality or other privacy violations; and, (8) violations of the Employer's Substance Free Workplace policy.

8.3.1 Such disciplinary notices shall remain in effect for a maximum of three (3) years for purposes of progressive discipline.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definition. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure.

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

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

9.2 Pre-grievance Resolution (Informal Procedure). Except in cases of documented discipline or a group grievance an employee will first attempt to resolve the problem with the employees’ immediate supervisor or designee. When the employee brings the matter to the supervisor’s or designees’ attention, the employee may identify the matter as a potential grievance. When notified, the supervisor or designee will make a good faith effort 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 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 21 days after the employee knew or should have known of the occurrence on which the grievance is based. The written grievance will describe the alleged breach of this Agreement, the date of the alleged breach, the specific provisions of this Agreement alleged to have been violated, and the specific remedy requested. The written grievance will be referred to the employee’s department manager or designee. Within 14 days thereafter, the manager or designee and the employee and his or her Shop Steward or Union Representative will meet in an attempt to resolve the grievance. The manager or designee will provide a written response to the grievance within 14 days after the Step 1 meeting.

9.3.2 Step 2. If the grievance is not resolved at Step 1, the Union may submit the grievance to the Employer’s Human Resources department within 14 days following receipt of the Step 1 response. The grievance will be referred to the appropriate Director or designee. Within 14 days thereafter, the Director or designee and the employee and his or her Shop Steward or Union Representative will meet in an attempt to resolve the grievance. The Director or designee will provide a written response to the grievance within 14 days after the Step 2 meeting.

The Union may initiate a grievance at Step 2 if the grievance involves either a group of employees, the entire bargaining unit or is related to a termination and the grievance is submitted within fourteen (14) calendar days from the date the employee(s) were or should have been aware a grievance existed.

9.3.3 Step 3. If the grievance is not resolved at Step 2, the Union may submit the grievance to the Employer's Human Resources department within 14 days following receipt of the Step 2 response. Within 14 days thereafter, the Chief Operations Officer (COO) or designee and the employee and his or her Shop Steward or Union Representative will meet in an attempt to resolve the grievance. The COO or designee will provide a written response to the grievance within 14 days after the Step 3 meeting.

9.3.4 Step 4. If the grievance is not resolved at Step 3, the Union may, no later than 14 days after receiving the Employer's Step 3 response, notify the Employer of the Union's intent to submit the matter to either mediation or arbitration. By mutual agreement, the parties may request the services of a mediator by submitting the dispute to the Federal Mediation and Conciliation Service prior to selecting an arbitrator. If the parties do not pursue mediation or the dispute is not resolved in mediation, the parties will within 14 days of the conclusion of mediation or notification to proceed to arbitration, seek to select a disinterested party to serve as an arbitrator. If the Employer and the Union are unable to agree upon an arbitrator, then the arbitrator will be selected by process of elimination from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Service. The arbitrator will render a decision as promptly as possible after the date of case presentation. The decision of the arbitrator will be final and binding on the Employer, the Union, and the employee(s).

9.4 The Arbitrator. The arbitrator will have no authority to change, modify, subtract from or add to the provisions of this Agreement. Instead, the arbitrator will have authority only to apply and interpret the provisions of this Agreement in reaching a decision. The arbitrator's fee and expenses will be borne equally by the parties. All other expenses, including attorney's fees, will be borne by the party incurring those expenses.

9.5 Timelines. If the Employer fails to meet any of the time limits set forth above, the Union may move to the next step in the procedure as if the grievance had been denied at the expiration of the relevant time limit. If the employee or the Union fails to meet any of the time limits set forth above, the grievance will be deemed resolved and neither the employee nor the Union may further pursue the grievance.

ARTICLE 10 - HOURS OF WORK

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

10.2 Overtime. All time worked in excess of forty (40) hours during the designated work period will be considered overtime.

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 ½) times their regular rate of pay.

10.3.1 Overtime Rate. Overtime will be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Overtime will be computed by rounding to the nearest one-quarter hour. There will be no pyramiding or duplication of overtime or premium pay. Non-worked hours are not included for purposes of determining overtime such as on-call hours, paid time off, jury duty, bereavement and any paid leaves of absence. All overtime 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 to the first employee to respond 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.

10.6 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 unit 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 schedule templates.

- 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 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, 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.
- This does not apply to call schedules.

Predictive schedule templates will be developed by March of 2022.

For departments that do not currently have schedule templates the Employer and the Union agree those departments will have a committee made up of management and elected bargaining unit members. Management and the Union members will draft predictive schedule templates based on the needs of each department. If the committee cannot agree, Management may implement schedule templates.

10.6.1 Scheduled Extra Shifts. 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.

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 expiration of the four (4) hour period in lieu of staying and being paid for the full four (4) hours.

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 ½) 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.

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 ½) 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 \$ 5.00 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 \$10.00 per hour while on-call.

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. An employee on standby status who is called in to work will not continue to receive standby pay. When called back to work, 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.

Call-back time begins when the employee actually begins the call-back work. 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.

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.

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.

10.11 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

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.

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

10.13 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. All per diem employees must make themselves available inclusive of full shifts. Per diems provide coverage on an as needed basis and to remain in an employed status must be available a minimum of eight (8) shifts per schedule cycle inclusive of two (2) weekend shifts. Per diems must be available 1 holiday a year. Per Diem availability shall be due three (3) weeks prior to the posting of the schedule.

10.14.1 All employees with a per-diem status at ratification will transition to the new availability requirements by the first full scheduling period of January 2022. All newly hired employees with a per-diem status will adhere to the above per-diem availability.

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

ARTICLE 11 - JOB POSTINGS AND FILLING OF VACANCIES

11.1 Job Postings. Job vacancies covered by this Agreement will be posted electronically by the Employer. The Employer shall make decisions, at its sole discretion, as to whether vacancies exist.

11.1.1 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 and offered to the most senior qualified employee who applies and meets the minimum requirements with reasonable training that will not negatively impact patient care.

11.2 Filling of Vacancies. 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 for a posted position within seven (7) calendar days, the Employer shall be free to select the most qualified applicant. It is understood that 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.

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

11.2.2 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.

11.2.3 Employees who received 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.

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

11.4 Posting/Bidding Exceptions. An employee may request to reduce their FTE by no more than one shift per week. No vacancy will be deemed to have occurred when the employee and the Medical Center mutually agree to the FTE reduction.

Moreover, an employee may request to increase their FTE by no more than one shift per week if such hours are available. The hours will be announced via internal Employer email at least seven (7) days in advance and offered to the most senior qualified employee who responds. No vacancy will be deemed to have occurred when the employee and the Medical Center agree to the FTE increase.

ARTICLE 12 - SENIORITY

12.1 Definitions. Seniority shall be defined as follows:

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

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

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. 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 following tie breaker will be used to determine the seniority order:

12.3.1 Employees having the same bargaining unit seniority date will be placed on the seniority records based on the day of the month in which they are born (lowest number has highest seniority; highest number has lowest seniority). A second tiebreaker, if needed, will be based on the month of the year in which the employees are born (earlier month has higher seniority).

ARTICLE 13 - LAYOFFS, RECALLS, AND RESTRUCTURES

13.1 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer. Layoffs will be by job classification or by job classification within a department or unit. In the event of a layoff, the employee(s) with the least amount of bargaining unit seniority will be laid off first, provided that skill, 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 no less than thirty (30) days in advance (or pay in lieu thereof based on scheduled workdays), unless unforeseeable conditions beyond the Employer's control prevent such notice. The Employer will provide the Union with a seniority roster and a list of vacant bargaining unit positions at the time of such notice. The list will include the unit, FTE and shift of the vacant positions. Upon request by the Union, the parties will meet to bargain the impact 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-week period (4), the employee will be placed on layoff status. Employees who decline the offer of a comparable vacant position are not eligible to exercise the options set forth in this Agreement.

13.1.3 Severance Option. Employees who are notified of elimination of their position may elect to receive severance benefits in accordance with the terms of the Employer's severance policy, as determined by the Employer in its sole discretion, in the same manner and for as long as the policy applies to all other non-supervisory employees of the Employer. An employee's election to receive severance benefits will constitute a waiver by the employee of any further rights set forth in this Agreement.

13.1.4 Displacement Option. An individual who is displaced and who is not offered a comparable vacant position shall be subject to the following provisions:

1. The individual has the right to displace the least senior employee in the same classification on the individual's current shift 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.
2. If no such position on the individual's current shift is available, then the individual has the right to displace the least senior employee in the same classification 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) days to the Employer's offer of a position as defined above, then the employee's name will be removed from the reinstatement roster and the employee's recall rights will terminate.

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

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

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

13.4 Unit Merger or Restructure. In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing department or unit, the Employer will determine the number of full-time and part-time FTEs by shift and by classification required for the new or restructured department or unit. Prior to implementation of the schedule, the Employer will offer to meet with Union Representatives for the affected department(s) or unit(s) to discuss the reconfiguration of the FTEs in the department(s) or unit(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured department(s) or unit(s), including any qualification requirements, will be posted 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.

ARTICLE 14 - WAGE RATES AND COMPENSATION

14.1 Wage Rates.

- The grade adjustments will become effective the first full pay period following October 1st, 2021. The employer will have 60 days to implement the adjustments. The adjustments will be retroactive to the first full pay period following October 1st, 2021.
- Employees will be moved to the agreed upon years of experience and corresponding step will become effective no later than the first full pay period following October 1st, 2021. The employer will have 60 days to implement the adjustments. The adjustments will be retroactive to the first full pay period following October 1st, 2021.

- If the employee receives a grade adjustment and/or step adjustment that is less than 2% of their annual base wage, the employee will receive a one-time lump sum payment equivalent to 2% or the difference between 2% and the amount of increase. The lump sum payment will be based on the FTE status at the time of ratification. For per diem employees the FTE will be based on a .325 FTE. The lump sum will be paid within 60 days of ratification.
- First full pay period following October 1, 2022. All current employees will receive a wage increase of 3.00%

14.2 Step Progression.

- a. Employees hired on or before August 11, 2018 will have a step placement date of the first full pay period following March 1, 2021, and will advance to the next step annually thereafter.
- b. 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.

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

Review of credit for prior experience. Employees hired after ratification may, within 45 days of their hire with PeaceHealth, or transfer to a new pay grade as outline in appendix A, an employee who disagrees with their step placement may request a review by Human Resources. For Each request the Employer will review such request and respond within 30 days.

14.4 Shift Differentials:

14.4.1 Evening Shift Differential. Evening shift shall be defined as per the Employer's policy. Employees who work three (3) or more hours during the evening shift shall receive a differential of \$2.00 per hour for actual hours worked during the evening shift.

14.4.2 Night Shift Differential. Night shift shall be defined as per the Employer's policy. Employees who work three (3) or more hours during the night shift shall receive a differential of \$4.00 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.

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 shall receive a differential of \$1.50 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.

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 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.

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 Cardiovascular Surgical Techs will continue to be paid, at a minimum, as a guarantee 85% 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.

ARTICLE 15 - PAID TIME OFF

15.1 Purpose. The purpose of a Paid Time Off (PTO) program is to provide eligible employees with compensation during holidays, vacation time, and periods of illness or injury (including care for a qualified family member as defined by law). It is intended to allow each eligible employee to utilize paid time off in accordance with his or her personal needs or desires and with the Employer’s established guidelines.

15.2 Rate of Accrual. PTO will accrue for all hours worked, in accordance with the following schedule and in accordance with Human Resources policy, as amended from time to time:

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

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

15.3 Maximum Limit. The maximum PTO accrual will be one and one-half (1 ½) 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.

<u>Years of Service</u>	<u>Maximum PTO Accrual (Hours)</u>
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.

15.9 Extended Illness Bank. Employees who have hours remaining in their extended illness bank may access those hours in accordance with the Employer's policy. Hours do not accrue in these extended illness banks.

15.10 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.

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.

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. Such requests will be granted based on the date the request was submitted, provided the skills and abilities of the employee are not significant factor as determined by the Employer.
3. 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.
4. Employees will be notified whether requested PTO is approved within 30 days of the request.
 - If there are 61 or more bargaining unit members in a classification in a department, there shall be at least 4 slots per day.

- If there are 41 - 60 bargaining unit members in a classification in a department, there shall be at least 3 slots per day.
- If there are 20 - 40 or more bargaining unit members in a classification in a department, there shall be at least 2 slots per day.
- If there are 20 or fewer bargaining unit members in a classification in a department, there shall be at least 1 slot per day.
- 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.
- 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.
- All time off shall count toward the minimums set forth above, with the exception of approved state and federal leaves. For the units that have historically exceeded the limits set forth above they may continue that practice.

ARTICLE 16 - HEALTH AND SAFETY

The Employer and the Union agree that employee and patient safety shall be considered at all times and in all interactions. The Employer and the Union agree to comply with all State and Federal regulations pertaining to the health and safety of employees in the workplace. The 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.

ARTICLE 17 - LEAVES OF ABSENCE

17.1 Leaves of Absence with Pay.

17.1.1 Bereavement Leave. The Employer will provide bargaining unit employees paid bereavement leave in accordance with the Employer's policy and in accordance with Oregon state law. If additional time is needed, the employee must request additional time per Article 15; such requests may not be unreasonably denied.

17.1.2 Jury/Witness Duty. The Employer will provide bargaining unit employees paid jury duty leave in accordance with the Employer's policy.

17.2 Statutory Leaves of Absence. The Employer shall grant employees statutory leaves of absence in accordance with applicable State and Federal laws. An employee returning from a statutory leave of absence will be returned in accordance with applicable State and Federal laws without loss of seniority.

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

17.3 Union Leave.

17.3.1 Release Time. Officers, stewards, and other Union members designated to attend programs of the Union including, but not limited to executive council meetings and conventions; required to testify in any proceeding arising under this Agreement; or designated to participate in any meeting with management for purposes of bargaining collectively may be granted time off for such purposes. Such time shall be unpaid. Requests for time off should be submitted in accordance with Article 15 PTO.

17.3.2 Release Time to Work for the Union. Subject to the employee's work unit operating requirements, Union members may be granted up to twelve (12) weeks of leave in a rolling twelve (12) month period to perform work for the Union. The employee taking Union Leave must work a week of each month. More than one employee on such leave cannot be absent from the same unit at the same time. Requests for time off should be submitted in accordance with Article 15 PTO. Upon return, the employee shall be returned to the employee's former job without loss of seniority.

17.3.3 Provisions Applicable to all Union Leave. Requests for time off should be submitted in accordance with Article 15 PTO. Requests shall not be unreasonably denied. Such time shall be unpaid. The employee may not be required to use PTO during a Union Leave. Upon return, the employee shall be returned to the employee's former job without loss of seniority. Eligibility for paid medical benefits pursuant to Article 19 Health & Welfare will conclude at the end of the month in which paid time off has concluded.

ARTICLE 18 - EDUCATION, TRAINING, AND PROFESSIONAL DEVELOPMENT

18.1 The Employer shall provide for the bargaining unit an annual maximum of \$35,000 to assist non-introductory period bargaining unit employees with meeting registration fee expenses, and related continuing education expenses up to an individual maximum to be determined by the Labor Management Committee. Any unused education funds shall not roll over from year to year and shall expire at the end of the calendar year in which they were available.

The educational funds must be used for bona fide educational instruction or training that improves or develops the job-related capabilities of an employee within the Medical Center, which will benefit both the Employer and the bargaining unit member.

All bargaining unit members may be required, after attending an educational course or seminar, to provide in-service training to their peers or to provide a written synopsis of the educational experience. Time spent in providing such training or synopsis, including approved preparation time, shall be compensated as time worked.

Labor Management Committee shall create application and usage guidelines for distribution of the above funds.

The above program will sunset on June 30, 2022 whether or not the funds have been utilized. The below take will take effect July 1, 2022.

Paid Education Time Off. Full-time and part-time employees who have completed their probationary period, who hold an FTE of 0.5 or higher, and who occupy positions for which continuing education is required by a regulatory agency, are allowed paid education time of up to six (6) hours per calendar year. Such 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.

Educational hours must be used for bona fide education related to the employee's current position within the Medical Center, which will benefit both the Medical Center 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, ~~or~~ workshops offerings, or online remote learning typically associated with CEU credits, unless otherwise approved by management. The Medical Center 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. Employees shall submit requests for education time off in accordance with Article 15.

18.2 In-service Training. The Employer will provide ongoing in-service training programs and continuing education designed to keep employees up to date on the

equipment, processes and procedures and to aid development and maintenance of skills and professional practice, including changes in required certification and licensure.

18.3 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.

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

ARTICLE 19 - HEALTH AND WELFARE

19.1 Health Insurance Benefits. Eligible full-time and part-time employees who are regularly scheduled to work at least twenty (20) hours or more per week are eligible to participate in the health insurance benefit program offered by the Employer to a majority of its employees who are not in a bargaining unit. Employees shall be offered benefit options, in accordance with the terms of the Employer's program, with regard to medical, dental, vision, life, AD&D, long-term and short-term disability plans, and healthcare and dependent care spending accounts.

The benefits available under this section will not be reduced unilaterally during the term of this Agreement. If the Employer contemplates any changes in insurance plan design benefits that would not make them substantially equivalent on an aggregate basis, the Employer will notify the Union of the proposed changes and will meet with the Union, upon request, to bargain over the proposed changes prior to their implementation.

The Employer will provide notice at least two (2) weeks prior to the commencement of the annual benefit open enrollment period.

19.2 Retirement Benefits. The Employer will provide during the term of this Agreement a retirement program. If the Employer contemplates changes in retirement benefits that would not make them substantially equivalent to the existing benefits in an aggregate basis, the Employer will notify the Union of the proposed changes and will meet with the Union, upon request, to bargain over the proposed changes prior to their implementation. If no agreement can be reached, the provisions of the No Strike Article will not apply for a period of thirty (30) days after impasse.

19.3 Medical Premium Assistance. The Employer will continue to offer a Medical Premium Assistance Program through the duration of this Agreement. Through this benefit, eligible employees may receive financial assistance to cover 100% of the cost of their employer provided medical premiums.

Participation in this program is based on total household income and the Federal Poverty Level, as determined by the U.S. Department of Health and Human Services. Employees whose household income is less than 250% of the Federal Poverty Level will be eligible to receive a health insurance plan at no premium cost to the employee for themselves and eligible dependent(s) upon approval of their application.

19.4 Employee Discount. The Employer will offer employees covered under Employer medical plans the most favorable discount for services rendered at PeaceHealth facilities, providers and laboratories.

19.5 Enhanced Chronic Condition Program. Employees enrolled in the Enhanced Chronic Condition Program are eligible to receive free preventive medications, including diabetic testing supplies. The list of chronic conditions can be found within the Enhanced Chronic Condition Program.

19.6 Insurance Expenses Incurred at PeaceHealth Facilities. Employees covered under PeaceHealth Health Insurance plans who have outstanding balances to PeaceHealth Facilities and/or providers will be offered a reasonable payment plan upon request. Employees who comply with the payment plans will not be subject to further collections or garnishment.

ARTICLE 20 - SUCCESSORSHIP

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

ARTICLE 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. The Committee may identify solutions and make recommendations on matters brought to the Committee by either party. The Committee will function in an advisory rather than a decision-making role and will recommend solutions to identified issues.

The Committee will not have bargaining authority, nor will it address issues that are more appropriate for the grievance procedure.

The Committee will operate under the guidance of co-chairs, one to be selected by the Employer and one to be selected by the Union. The co-chairs will determine the agenda for the meetings.

The Committee will consist of up to 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 monthly for the first year of the Agreement and not less than once every quarter thereafter. 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 Union will join the established Labor Management Health Benefits Committee. The Union will appoint up to three (3) representatives from the bargaining units. The Employer will appoint representatives to the Committee. The Committee shall be advisory and shall meet

quarterly or more often as mutually agreed. The parties agree to engage in a fully transparent process of information sharing that will lead to stronger engagement and overall success.

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

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

If the Committee produces mutually agreed upon recommendations for incentive-based wellness programs, they will be submitted to the Employer for consideration.

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

ARTICLE 22 - SUBCONTRACTING

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 120-day period.

This provision shall not apply to (1) work done on an occasional or temporary basis by non-bargaining unit personnel, including agency and travelers; (2) existing work that has been customarily subcontracted; (3) overload work that does not result in a reduction in FTE status of any bargaining unit employee; or (4) new work that cannot feasibly be performed by bargaining unit employees.

ARTICLE 23 - SAVINGS CLAUSE

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

ARTICLE 24 - GENERAL PROVISIONS

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

24.2 Complete Agreement. The terms and conditions of this Agreement represent the full and complete agreement of the parties. Any and all prior agreements between the parties express or implied, are superseded by this Agreement. And, unless specifically provided otherwise in this Agreement, no past practices will be binding on the Employer.

In addition, the parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after having had that opportunity are set forth in this Agreement. Therefore, for the term of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter not covered by this Agreement. Instead, all such subjects or matters will be administered by the Employer on a unilateral basis.

ARTICLE 25 - NO STRIKES OR LOCKOUTS

25.1 No Strike. The Union agrees that during the term of this Agreement and regardless of whether an unfair labor practice has been alleged there will be no strike, sympathy strike, picket or other work stoppage or slowdown of any kind by employees covered by this Agreement, and the Union will not authorize, encourage, or approve any such action.

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

ARTICLE 26 - PARKING, TRANSPORTATION AND WORKPLACE SAFETY

26.1 Parking. The Employer will notify the Union and provide the Union an opportunity to bargain regarding any substantive changes to parking access and fees.

26.2 Transportation. The Employer will continue to pay for the cost of employee's Lane Transit District bus passes. Employees are encouraged to use the bus to travel to and from work.

26.3 Workplace Safety. If an employee believes that their work area is unsafe, the employee shall immediately report the issue to security and/or their direct Manager or designee. The Employer shall maintain a committee to address workplace violence and prevention. Members of this bargaining unit may join the existing committee which shall include representatives from management and staff. The Employer will pay for a

maximum of two (2) bargaining unit members, preferably one from each campus, to attend committee and subcommittee meetings.

ARTICLE 27 - TERMS OF AGREEMENT

This Agreement shall become effective upon ratification and shall continue in full force and effect through and including September 30, 2023 and shall continue in full force from year to year thereafter unless notice of desire to amend or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the anniversary date of the date of expiration.

PeaceHealth (Employer)

Signature: Marie Stehmer

Date: 10/21/2021

Printed Name: Marie Stehmer

AFT/OFNHP (Union)

Signature: Jodi Barschow

Date: 10/21/2021

Printed Name: Jodi M. Barschow

APPENDIX A

Job Title	Grade S&G
Rehab Technician	1
Pharmacy Technician	3
Anesthesia Technician	4
Pharmacy Technician Lead	4
Anesthesia Technician Lead	5
Surgical Services Analyst	5
LPN Licensed Practical Nurse	5
Neurodiagnostic Technician	6
Surgical Technologist	5
LPN Lead	6
Neurodiagnostic Technologist	7
Occupational Therapy Asst COTA	6
Physical Therapy Assistant	6
Polysomnographic Technologist	6
Radiology Technologist	6
Surgical Technologist Lead	6
Respiratory Therapist	7
CT Technologist	9
Nuclear Medicine Technologist	10
Nuclear Medicine Tech/CT Hybrid	11
Cardiac Sonographer	12
Cardiovascular Technologist	12
MRI Technologist	12
Nuclear Medicine Technologist Lead	12
Rad Tech Special Procedures Lead	12
Ultrasound Sonographer	12
Vascular Technologist	12
Vascular Tech/Echo Lead Intrm	13
Cardiovascular Technologist Lead	13
Radiology Lead	13
Rad Tech Special Procedures Lead	13
Ultrasound Sonographer Lead	13
Electro Physiology Technologist	15
Electro Physiology Technologist Lead	16

Effective first full pay period following 3 /1/2021

Steps	YOE	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade13
Start	0	16.85	18.75	20.55	22.61	24.74	27.07	29.85	32.75	36.03	36.88	37.98	39.62	43.58
1	1	17.27	19.22	21.07	23.17	25.36	27.74	30.60	33.57	36.93	37.80	38.93	40.61	44.67
2	2	17.70	19.70	21.59	23.75	25.99	28.44	31.36	34.41	37.85	38.75	39.91	41.63	45.78
3	3	18.15	20.19	22.13	24.35	26.64	29.15	32.15	35.27	38.80	39.72	40.91	42.67	46.93
4	4	18.60	20.70	22.69	24.96	27.31	29.88	32.95	36.15	39.77	40.71	41.93	43.74	48.10
5	5	19.06	21.22	23.26	25.58	27.99	30.62	33.78	37.05	40.76	41.73	42.99	44.83	49.30
6	6	19.45	21.64	23.72	26.09	28.55	31.24	34.45	37.79	41.58	42.56	43.84	45.73	50.29
7	7	19.83	22.07	24.19	26.61	29.12	31.86	35.14	38.55	42.41	43.41	44.71	46.64	51.30
8	8	20.23	22.51	24.68	27.15	29.70	32.50	35.84	39.32	43.26	44.28	45.61	47.57	52.32
9	9	20.64	22.96	25.17	27.69	30.30	33.15	36.56	40.11	44.12	45.17	46.52	48.52	53.37
10	10	21.05	23.42	25.68	28.24	30.90	33.81	37.29	40.91	45.00	46.07	47.45	49.49	54.44
11	11	21.26	23.66	25.93	28.52	31.21	34.15	37.66	41.32	45.45	46.53	47.93	49.99	54.98
12	12	21.47	23.89	26.19	28.81	31.52	34.49	38.04	41.73	45.91	46.99	48.41	50.49	55.53
13	13	21.69	24.13	26.45	29.10	31.84	34.84	38.42	42.15	46.37	47.46	48.89	50.99	56.09
14	14	21.90	24.37	26.72	29.39	32.16	35.18	38.81	42.57	46.83	47.94	49.38	51.50	56.65
15	15	22.12	24.62	26.99	29.68	32.48	35.54	39.19	43.00	47.30	48.42	49.87	52.02	57.21
16	16	22.34	24.86	27.26	29.98	32.80	35.89	39.59	43.43	47.77	48.90	50.36	52.54	57.79
17	17	22.57	25.11	27.53	30.28	33.13	36.25	39.98	43.86	48.25	49.39	50.88	53.07	58.36
18	18	22.79	25.36	27.80	30.58	33.46	36.61	40.38	44.30	48.73	49.89	51.38	53.60	58.95
19	19	23.02	25.62	28.08	30.89	33.80	36.98	40.79	44.74	49.22	50.38	51.89	54.13	59.54
20	20	23.25	25.87	28.36	31.20	34.14	37.35	41.19	45.19	49.71	50.89	52.42	54.67	60.13
21	21	23.72	26.39	28.93	31.82	34.82	38.10	42.02	46.09	50.71	51.91	53.47	55.77	61.33
22	22	23.72	26.39	28.93	31.82	34.82	38.10	42.02	46.09	50.71	51.91	53.47	55.77	61.33
23	23	24.19	26.92	29.51	32.46	35.52	38.86	42.86	47.01	51.72	52.94	54.53	56.88	62.56
24	24	24.19	26.92	29.51	32.46	35.52	38.86	42.86	47.01	51.72	52.94	54.53	56.88	62.56
25	25	24.67	27.46	30.10	33.11	36.23	39.63	43.71	47.95	52.76	54.00	55.62	58.02	63.81
26	26	24.67	27.46	30.10	33.11	36.23	39.63	43.71	47.95	52.76	54.00	55.62	58.02	63.81
27	27	25.17	28.01	30.70	33.77	36.95	40.43	44.59	48.91	53.81	55.08	56.73	59.18	65.09

Effective first full pay period following 10/1/21																												
YOE	BASE (0)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
GRADE 1	16.85	17.27	17.70	18.15	18.60	19.06	19.45	19.83	20.23	20.64	21.05	21.26	21.47	21.69	21.90	22.12	22.34	22.57	22.79	23.02	23.25	23.72	23.72	24.19	24.19	24.67	24.67	25.17
GRADE 2	18.75	19.22	19.70	20.19	20.70	21.22	21.64	22.07	22.51	22.96	23.42	23.66	23.89	24.13	24.37	24.62	24.86	25.11	25.36	25.62	25.87	26.39	26.39	26.92	26.92	27.46	27.46	28.01
GRADE 3	20.55	21.07	21.59	22.13	22.69	23.26	23.72	24.19	24.68	25.17	25.68	25.93	26.19	26.45	26.72	26.99	27.26	27.53	27.80	28.08	28.36	28.93	28.93	29.51	29.51	30.10	30.10	30.70
GRADE 4	22.61	23.17	23.75	24.35	24.96	25.58	26.09	26.61	27.15	27.69	28.24	28.52	28.81	29.10	29.39	29.68	29.98	30.28	30.58	30.89	31.20	31.82	31.82	32.46	32.46	33.11	33.11	33.77
GRADE 5	24.74	25.36	25.99	26.64	27.31	27.99	28.55	29.12	29.70	30.30	30.90	31.21	31.52	31.84	32.16	32.48	32.80	33.13	33.46	33.80	34.14	34.82	34.82	35.52	35.52	36.23	36.23	36.95
GRADE 6	27.07	27.74	28.44	29.15	29.88	30.62	31.24	31.86	32.50	33.15	33.81	34.15	34.49	34.84	35.18	35.54	35.89	36.25	36.61	36.98	37.35	38.10	38.10	38.86	38.86	39.63	39.63	40.43
GRADE 7	29.85	30.60	31.36	32.15	32.95	33.78	34.45	35.14	35.84	36.56	37.29	37.66	38.04	38.42	38.81	39.19	39.59	39.98	40.38	40.79	41.19	42.02	42.02	42.86	42.86	43.71	43.71	44.59
GRADE 8	32.75	33.57	34.41	35.27	36.15	37.05	37.79	38.55	39.32	40.11	40.91	41.32	41.73	42.15	42.57	43.00	43.43	43.86	44.30	44.74	45.19	46.09	46.09	47.01	47.01	47.95	47.95	48.91
GRADE 9	36.03	36.93	37.85	38.80	39.77	40.76	41.58	42.41	43.26	44.12	45.00	45.45	45.91	46.37	46.83	47.30	47.77	48.25	48.73	49.22	49.71	50.71	50.71	51.72	51.72	52.76	52.76	53.81
GRADE 10	36.88	37.80	38.75	39.72	40.71	41.73	42.56	43.41	44.28	45.17	46.07	46.53	46.99	47.46	47.94	48.42	48.90	49.39	49.89	50.38	50.89	51.91	51.91	52.94	52.94	54.00	54.00	55.08
GRADE 11	37.98	38.93	39.91	40.91	41.93	42.99	43.84	44.71	45.61	46.52	47.45	47.93	48.41	48.89	49.38	49.87	50.36	50.88	51.38	51.89	52.42	53.47	53.47	54.53	54.53	55.62	55.62	56.73
GRADE 12	39.62	40.61	41.63	42.67	43.74	44.83	45.73	46.64	47.57	48.52	49.49	49.99	50.49	50.99	51.50	52.02	52.54	53.07	53.60	54.13	54.67	55.77	55.77	56.88	56.88	58.02	58.02	59.18
GRADE 13	43.58	44.67	45.78	46.93	48.10	49.30	50.29	51.30	52.32	53.37	54.44	54.98	55.53	56.09	56.65	57.21	57.79	58.36	58.95	59.54	60.13	61.33	61.33	62.56	62.56	63.81	63.81	65.09
GRADE 14	47.94	49.14	50.36	51.62	52.91	54.23	55.32	56.43	57.55	58.71	59.88	60.48	61.08	61.70	62.32	62.93	63.57	64.20	64.85	65.49	66.14	67.46	67.46	68.82	68.82	70.19	70.19	71.60
GRADE 15	51.30	52.58	53.89	55.23	56.61	58.03	59.19	60.38	61.58	62.82	64.07	64.71	65.36	66.02	66.68	67.34	68.02	68.69	69.39	70.07	70.77	72.18	72.18	73.64	73.64	75.10	75.10	76.61
GRADE 16	56.43	57.84	59.27	60.76	62.28	63.83	65.11	66.42	67.74	69.10	70.48	71.18	71.89	72.62	73.35	74.07	74.82	75.56	76.33	77.08	77.85	79.40	79.40	81.00	81.00	82.61	82.61	84.27

Effective first full pay period following 10/1/22																												
YOE	BASE(0)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
GRADE 1	17.36	17.79	18.23	18.69	19.16	19.63	20.03	20.42	20.84	21.26	21.68	21.90	22.11	22.34	22.56	22.78	23.01	23.25	23.47	23.71	23.95	24.43	24.43	24.92	24.92	25.41	25.41	25.93
GRADE 2	19.31	19.80	20.29	20.80	21.32	21.86	22.29	22.73	23.19	23.65	24.12	24.37	24.61	24.85	25.10	25.36	25.61	25.86	26.12	26.39	26.65	27.18	27.18	27.73	27.73	28.28	28.28	28.85
GRADE 3	21.17	21.70	22.24	22.79	23.37	23.96	24.43	24.92	25.42	25.93	26.45	26.71	26.98	27.24	27.52	27.80	28.08	28.36	28.63	28.92	29.21	29.80	29.80	30.40	30.40	31.00	31.00	31.62
GRADE 4	23.29	23.87	24.46	25.08	25.71	26.35	26.87	27.41	27.96	28.52	29.09	29.38	29.67	29.97	30.27	30.57	30.88	31.19	31.50	31.82	32.14	32.77	32.77	33.43	33.43	34.10	34.10	34.78
GRADE 5	25.48	26.12	26.77	27.44	28.13	28.83	29.41	29.99	30.59	31.21	31.83	32.15	32.47	32.80	33.12	33.45	33.78	34.12	34.46	34.81	35.16	35.86	35.86	36.59	36.59	37.32	37.32	38.06
GRADE 6	27.88	28.57	29.29	30.02	30.78	31.54	32.18	32.82	33.48	34.14	34.82	35.17	35.52	35.89	36.24	36.61	36.97	37.34	37.71	38.09	38.47	39.24	39.24	40.03	40.03	40.82	40.82	41.64
GRADE 7	30.75	31.52	32.30	33.11	33.94	34.79	35.48	36.19	36.92	37.66	38.41	38.79	39.18	39.57	39.97	40.37	40.78	41.18	41.59	42.01	42.43	43.28	43.28	44.15	44.15	45.02	45.02	45.93
GRADE 8	33.73	34.58	35.44	36.33	37.23	38.16	38.92	39.71	40.50	41.31	42.14	42.56	42.98	43.41	43.85	44.29	44.73	45.18	45.63	46.08	46.55	47.47	47.47	48.42	48.42	49.39	49.39	50.38
GRADE 9	37.11	38.04	38.99	39.96	40.96	41.98	42.83	43.68	44.56	45.44	46.35	46.81	47.29	47.76	48.23	48.72	49.20	49.70	50.19	50.70	51.20	52.23	52.23	53.27	53.27	54.34	54.34	55.42
GRADE 10	37.99	38.93	39.91	40.91	41.93	42.98	43.84	44.71	45.61	46.53	47.45	47.93	48.40	48.88	49.38	49.87	50.37	50.87	51.39	51.89	52.42	53.47	53.47	54.53	54.53	55.62	55.62	56.73
GRADE 11	39.12	40.10	41.11	42.14	43.19	44.28	45.16	46.05	46.98	47.92	48.87	49.37	49.86	50.36	50.86	51.37	51.87	52.41	52.92	53.45	53.99	55.07	55.07	56.17	56.17	57.29	57.29	58.43
GRADE 12	40.81	41.83	42.88	43.95	45.05	46.17	47.10	48.04	49.00	49.98	50.97	51.49	52.00	52.52	53.05	53.58	54.12	54.66	55.21	55.75	56.31	57.44	57.44	58.59	58.59	59.76	59.76	60.96
GRADE 13	44.89	46.01	47.15	48.34	49.54	50.78	51.80	52.84	53.89	54.97	56.07	56.63	57.20	57.77	58.35	58.93	59.52	60.11	60.72	61.33	61.93	63.17	63.17	64.44	64.44	65.72	65.72	67.04
GRADE 14	49.38	50.61	51.87	53.17	54.50	55.86	56.98	58.12	59.28	60.47	61.68	62.29	62.91	63.55	64.19	64.82	65.48	66.13	66.80	67.45	68.12	69.48	69.48	70.88	70.88	72.30	72.30	73.75
GRADE 15	52.83	54.16	55.50	56.89	58.31	59.77	60.97	62.19	63.43	64.70	65.99	66.66	67.32	68.00	68.68	69.36	70.06	70.75	71.47	72.18	72.89	74.35	74.35	75.85	75.85	77.36	77.36	78.91
GRADE 16	58.12	59.57	61.05	62.58	64.14	65.74	67.06	68.41	69.77	71.17	72.59	73.32	74.05	74.80	75.55	76.29	77.07	77.83	78.62	79.39	80.18	81.78	81.78	83.43	83.43	85.09	85.09	86.80

MOU

Incentive shifts

This Agreement is made between PeaceHealth Sacred Heart Medical Center (“Employer”) and OFNHP, Local 5017, AFT (the “Union”).

The availability of incentive pay will be determined by leadership and communicated to employees through Everbridge or whatever specific communication method used in the department as soon as possible after the use of incentive pay has been

approved. Employees will receive a flat rate incentive pay per shift when the shift has been designated as eligible.

The Employer agrees to notify OFNHP of all departments that have been approved for “Incentive Shifts”.

Eligibility

- Employees with a scheduled FTE, will be eligible for shifts that are worked above their scheduled FTE.
- Per Diem caregivers are eligible once they have worked 4 shifts in the pay period for which they work a designated incentive shift.
- 12-hour shift = \$150
- 10-hour shift = \$125
- 8-hour shift = \$100
- 4-hour shift = \$50
- Employees need to work their scheduled FTE, in addition to the extra shifts, to be eligible to receive their incentive pay.
- Pre-approved PTO counts towards the obligations under the incentive program.
- If mandatorily low censused it will not impact bonus eligibility.
- If volunteer to low census for an incentive shift, they will not be eligible to receive the incentive for that shift.
- We recognize rest is important for providing optimal patient care, and as such, incentive shifts should be compliant with contract provisions such as avoiding short rest.

Extra shifts will be paid out during the applicable pay period. Caregivers should work with their managers to code their time appropriately.

