

COLLECTIVE BARGAINING AGREEMENT

between

PEACEHEALTH ST. JOHN MEDICAL CENTER



SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 49

in effect from

SEPTEMBER 10, 2020

— *through* —

MAY 30, 2022

3536 SE 26TH AVE PORTLAND, OR 97202



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AGREEMENT

This Agreement is made and entered into by and between PeaceHealth St. John Medical Center (herein the “Employer”) and Service Employees International Union, Local No. 49 (herein the “Union”). The Employer and the Union expressly acknowledge that it is their intention and desire to foster and promote stable, peaceful and harmonious relations between them, and that they embrace the core values of social justice, collaboration, stewardship and respecting individual dignity and worth. The parties recognize that their respective representatives and all employees need to treat each other with consideration and respect in accordance with these core values.

ARTICLE 1 **SCOPE OF AGREEMENT**

1.1 Covered Facilities. PeaceHealth St. John Medical Center (“Employer”) consists of an acute care facility at the Employer’s Delaware and Broadway campus locations and out-patient medical clinics operated by PeaceHealth Medical Group (“Medical Group”) and laboratories operated within these facilities in Longview, Washington. These entities are referred to collectively herein as the “Employer”.

1.2 Bargaining Unit. The Employer recognizes the Union as the exclusive bargaining agent for all employees employed in the following classifications: CNAs, Unit Secretaries, Central Supply Assistants, Sterile Processing Technicians and Assistants, Transporters, Environmental Services Attendants, Cooks, Food Services Assistants, Caterers, Dietary Representatives, Radiology Clerks, Pharmacy Technicians and Assistants, Monitor Technicians, Emergency Department Technicians, Surgical Services Assistants, Patient Team Supports, OB Technicians, Endoscopy Technicians, Anesthesia Assistants, Anesthesia Technicians, Medical Assistants, Patient Access Representatives, and Laboratory Assistants employed by the Employer.

ARTICLE 2 **UNION SECURITY**

2.1 Membership. All employees shall, within thirty-one (31) days after hire or the signing of this Agreement, as a condition of employment, become and remain members in good standing of the Union. Any such employee may, in lieu of maintaining actual membership in the Union, pay to the Union the periodic dues uniformly required as a condition of Union membership.

2.1.1 Exemption. An 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 maintain membership in or give financial support to the Union, provided that such employee must contribute an amount equivalent to the amount of Union dues to a nonreligious, tax-exempt charitable fund of his or her choice.

2.1.2 Failure to pay dues. If an employee fails to satisfy the provisions of this section, the Union shall notify Human Resources in writing of such noncompliance. Human Resources shall thereafter notify said employee that continued noncompliance shall result in termination of employment, and in the event of continuing noncompliance shall proceed with termination thirty (30) days following such notification, provided that the Union shall indemnify and hold the Employer harmless for all claims, damages or other forms of liability arising from the Employer's actions.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each employee who voluntarily executes a wage assignment form authorizing such dues deduction. The Union will provide the Employer with an amount to be deducted from the gross earnings of each paycheck based on the parties' agreed process. The Employer will transmit deductions to the Union on a monthly basis.

2.2.1 Authorization form. Authorization forms submitted to the Employer will be honored in accordance with their terms. In the event an employee refuses to sign a wage assignment form authorizing dues deduction, the Employer shall notify the Union within two (2) working days.

2.2.2 Transfer to non-bargaining unit position. If an employee transfers to a non-bargaining unit position, then it is the employee's obligation to notify the Union of the transfer to effectuate discontinuance of dues deduction.

2.2.3 COPE contributions. During the term of this Agreement the Employer shall also deduct voluntary COPE contributions from the pay of each employee who voluntarily executes a wage assignment form authorizing the deduction of such contributions. The Union will provide a monthly report of any changes to fixed COPE amounts.

2.2.4 Employer's responsibility. Upon proper issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions allowed under this section.

2.3 Employee Information. 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, phone number (unless otherwise requested in writing by the employee), employee identification number, classification, department name and code, 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. The Employer will also provide, on a quarterly basis, the step placement of each employee hired above the Base Step during the recently concluded quarter.

2.4 Bulletin Boards. The Union shall be permitted to post notices involving Union business on designated existing bulletin boards in non-patient care areas. Information may also be conveyed by email on nonworking time, consistent with the Employer's policies. The Employer will provide PeaceHealth e-mail addresses to the Union for all covered Employees.

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

2.6 New Employee Orientation. The Employer will provide a Union representative with the opportunity, on release time without pay, to meet with new bargaining unit members at the end of the day during the orientation process. The Union will attempt to designate the representative three (3) months in advance of the orientation date and to utilize representatives from different departments. The Employer will provide the Union with the schedule for new employee orientation sufficiently in advance to allow the Union to meet this timeline.

ARTICLE 3
NO DISCRIMINATION

3.1 The Employer shall not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, marital status, sexual orientation, or disability or handicap, in accordance with applicable state and federal laws. In the event that the Americans with Disabilities Act (ADA) or any other law requiring accommodation of an employee conflicts with the provisions of this Agreement, such law shall control.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 All rights of management are retained by the Employer, except to the extent that this Agreement limits such rights. Such rights include, but are not limited to, the right to manage the business of the Employer; to determine the schedules and nature of work to be performed by employees; to determine methods, procedures and equipment to be utilized by employees in the performance of such work; to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort; to schedule employees for work; to make, change, modify, abolish and enforce its policies, practices, rules of conduct and regulations; to hire, lay off, and recall employees; to discharge or discipline employees for just cause; to utilize employees wherever necessary in cases of emergency or in the interest of patient care; to extend, limit, curtail, subcontract or outsource all or any part of its operations; and to maintain safety, efficiency, harmony, and order in its facilities.

4.2 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 5
WAGES, HOURS OF WORK AND OVERTIME

5.1 Compensation. All bargaining unit employees shall receive a wage increase on their base rate of pay of 3.0% effective the first full payroll period following October 1, 2020, 3% effective the first full payroll period following October 1, 2021.

5.1.1 Wage rates. The minimum wage rates for employees in all classifications in the bargaining unit as reflected in 5.1 are set forth in Appendix A hereto. These rates of pay are the minimum hourly rates to be paid any employee who is covered under this Agreement. The Employer may, however, continue to provide individual merit increases to its employees higher than the specified base rate of pay.

5.1.2 Longevity steps. The Employer shall maintain a longevity steps system as set forth in Appendix A. The difference in pay levels between steps is 1.75% up to Step 15, and 2.25% thereafter. The 1-year step shall be referred to as Step 1, the 2-year step shall be referred to as Step 2, the 3-year step shall be referred to as Step 3, the 5-year step shall be referred to as Step 5, and so on through the step levels. An employee shall advance to the next step commencing the first full payroll period following the employee's adjusted anniversary date. The adjusted anniversary date is defined as the date on which the employee was initially placed at a step level on the current steps system, adjusted further for any unpaid leave of absence exceeding 30 days in accordance with Section 9.3.2.

a. New employees may be placed at a step level higher than the Base Step on the basis of prior work experience in accordance with Section 5.1.3.

b. Employees who transfer to a new classification shall be placed at a step level in that classification consistent with the provisions of Section 6.6.4.

5.1.3 Prior work experience. The Employer may extend recognition for relevant experience to new employees. Such recognition shall not place the newly hired employee at a wage level that exceeds the wage level of current employees with experience that is at least equivalent to the experience of the newly hired employee. If the Employer places an employee at a wage level that exceeds the wage level of a current employee with experience that is at least equivalent to the experience of the newly hired employee, then the Employer will increase the step placement of the current employee to a step at least

equal to or greater than the wage level of the newly hired employee, commensurate with their relative experience. For purposes of this paragraph, equivalent experience means the same number of years exercising duties and responsibilities relevant to the job in question. The following exceptions shall apply to the limitations contained in this paragraph:

- a.** Hiatus from bargaining unit. If an employee terminates and returns to the bargaining unit within a twelve (12) month interval, the Employer may rehire the employee at a wage level that is no higher than what the employee was receiving (or would have been qualified to receive in another classification) prior to leaving the bargaining unit.

- b.** Transfer from another PeaceHealth facility. An employee transferring into the bargaining unit from another PeaceHealth facility shall be credited with his or her past continuous service at that facility, in accordance with PeaceHealth policy, for purposes of Section 5.1 and Section 10.1.

5.1.4 Care Award Program. Bargaining unit employees will be eligible to participate in the PeaceHealth Care Award Program, in accordance with the terms of the program as determined by the Employer in its sole discretion, in the same manner and for as long as the program applies to all other employees of the Employer.

5.1.5 Certification. The employer shall pay the cost of all non-portable certification and re-certification required by the employer.

5.2 **Hours of Work.**

5.2.1 Work period. For each employee, the basic work period shall consist of either forty (40) hours in a work week or eighty (80) hours bi-weekly in conformance with the Fair Labor Standards Act.

5.2.2 Alternate length shifts. The standard work day shall normally consist of eight (8) hours, exclusive of meal break. A standard work day may also be less than eight (8) hours or may consist of nine (9) hours, exclusive of meal break. In addition, where mutually agreeable to the Employer and the individual employee, a standard work day may consist of ten (10) hours or twelve (12) hours, exclusive of meal break(s). Where any work day greater than eight (8) hours is adopted, overtime concepts and other contract language relating to eight (8) hour days shall be converted to a nine (9) hour concept, a ten (10) hour concept, or a twelve (12) hour concept, whichever applies. In the event that the Employer contemplates movement to 9-hour shifts, 10-hour shifts or 12-hour shifts for several positions within a department or unit, mutual agreement with the individual employee shall not be required; the Employer, however, shall notify the Union at least thirty (30) days in advance of such contemplated action and shall meet with the Union to bargain the ramifications and effects of such action, including the potential inconveniences imposed upon any particular employee or group of employees.

5.2.3 Report pay. Unless agreed otherwise between the employee and the Employer, employees who report for work as scheduled shall receive no less than four (4) hours pay. This provision shall also apply if the employee is notified less than one and one-half (1 1/2) hours before the beginning of the shift to stay home.

5.2.4 Consecutive work days. 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. Employee requests to work more than (6) consecutive days may not be approved if they do not meet the operational needs of the unit or if they result in overtime or premium pay.

5.2.5 Rest periods. Rest periods of fifteen (15) minutes within each four (4) hours of work shall be provided. Such rest periods may be taken on a piecemeal basis. The Employer and the individual employee are expected to work collaboratively to assure the employee receives his or her rest break. The Employer is responsible for providing the opportunity for employees to take their permitted breaks, and employees are responsible for taking their rest breaks.

5.2.6 Meal periods. Employees scheduled to work more than five (5) hours per day shall be entitled to an unpaid meal period of at least thirty (30) minutes. The meal period shall be taken as near as practical to the middle of the work shift. Employees required to work through their meal period (including occasions when employees are called back to work during their meal periods and then cannot make up for the interruption to complete the meal period) shall be compensated for said period.

5.2.7 Work schedules. Work schedules shall be posted fourteen (14) days prior to their effective date, unless highly unusual circumstances prohibit compliance with this provision. Special scheduling requests from employees must be submitted no less than ten (10) days in advance of the posting. Except in cases of emergency, changes in the posted schedule will be by mutual agreement with the affected employee(s). The Employer shall make a good faith effort to maintain a consistency in the employee's regular scheduled shifts and days off.

5.2.8 Additional hours of work and overtime requirements.

This section prescribes certain procedures the Employer must follow when assigning additional hours of work and overtime. The Employer shall make a reasonable effort to fulfill its staffing requirements through alternatives other than the assignment of overtime. In so doing, the Employer will make use of availability forms that indicate in writing an employee's willingness to work additional hours. It is understood that if there is no availability form on file for an employee, the Employer has no obligation to contact that employee to work additional hours.

Employees (including relief employees) shall notify the Employer in writing of their availability for pre-scheduled straight-time hours, short-notice straight-time hours and/or overtime hours. Such notification must be submitted no less than fourteen (14) days prior to the beginning of the calendar quarter in order to be in effect during all work schedules that begin during the calendar quarter. If an employee declines or fails to timely respond to notification of an opportunity to work additional hours on three (3)

separate occasions during a four-week work schedule, the employee's availability submission will be rendered null and void for the calendar quarter. Any changes to an employee's availability during the calendar quarter must be submitted at least 14 days prior to the posting of the work schedule in which the employee desires that the changes apply.

a. Straight-time work. When the need to call in additional personnel is known more than three (3) hours in advance, the Employer will, without unreasonable delay, contact or call qualified employees who have met the notification and availability requirements for straight-time work, in order of seniority. The Employer shall give priority to employees in the affected unit and classification. The Employer will also make reasonable efforts to assure that part-time employees will be offered additional hours of work (beyond their regularly posted schedules) before offering the work to relief or temporary employees. It is understood, however, that this provision shall not (1) obligate the Employer to overtime hours or any other premium payments, or (2) prevent the Employer from assigning work to relief employees for the purpose, in the Employer's discretion, of maintaining the skills of said relief employees.

b. Voluntary overtime. In the event that the Employer's reasonable effort to avoid overtime is not successful, and the Employer has knowledge of the overtime requirement at least three (3) hours in advance, the Employer will first offer the overtime work, on a seniority basis, to qualified employees who have indicated in writing a willingness to work overtime. It is understood that if there is no availability form on file for an employee, the Employer has no obligation to contact that employee to work additional hours. If the Employer has knowledge of the overtime requirement less than three (3) hours in advance, the Employer's obligation will be limited to offering the overtime work in order of seniority to qualified employees on duty in the affected unit or classification. The Employer will make a reasonable effort to arrange for voluntary sharing between employees of the overtime requirement prior to invoking mandatory overtime. Notwithstanding the foregoing, the Employer retains the right to select a less senior employee whose overtime rate will be at time and one-half, if the more senior employee's overtime rate for any of the overtime hours to be worked will be at double-

time, or to replace an employee at the point that he or she would be working on less than ten (10) hours' rest on the employee's next scheduled shift.

c. Contacting employees. The Employer will contact the employee by phone. It is the employee's responsibility to keep the Employer informed of his/her telephone number or how else he/she may be reached. The Employer will consider an employee unavailable to work if there is no answer to a telephone call. In this event the employer will leave a voice message, if available, indicating the date and time called. The Employer will maintain documentation of calls to qualified employees, including time of call and outcome. The Employer will attempt to notify qualified employees on duty as soon as the need for additional hours of work or overtime is known.

d. Agency personnel. The Employer may employ agency personnel to fulfill its staffing requirements only after it has satisfied its obligations under subparagraphs (a) and (b) herein.

e. Mandatory overtime. Should there be insufficient volunteers, the Employer may require qualified employees on duty in the affected unit or classification to perform overtime work on a reverse seniority basis. The Employer shall not, however, require an employee to work overtime consisting of three (3) or more consecutive hours on more than one occasion in a 72-hour period except for emergent operational needs. The foregoing provision shall apply regardless of whether the employee's previous overtime within the 72-hour period was voluntary or mandatory. Whenever possible, the next least senior person working on duty in the affected unit or classification will be required to work in lieu of an employee who has already worked overtime of at least three (3) consecutive hours within 72 hours. For purposes of this paragraph, the 72-hour period shall be deemed to commence as of the beginning of the overtime worked. An employee who agrees to come into work on the employee's scheduled day off will not be required to work mandatory overtime on that day.

f. Consecutive shifts. An employee who volunteers or is required to work a second consecutive shift may request the Employer to fill the latter half of the shift with

another employee. In such cases, the Employer shall follow the processes defined in this Section 5.2.8 in filling the remaining hours of the shift.

g. Offers of additional hours. Once an employee has accepted a formal offer of additional hours of work, those hours will not be offered or awarded to another employee unless it is discovered prior to the commencement of working such additional hours that the offer was not in compliance with the terms of this Section 5.2.8. This provision shall not be interpreted to prohibit the Employer from restricting the number of hours worked by the employee on an additional shift that would be paid at the double-time rate of pay.

5.2.9 Changes in position status. If an employee works for more than 90 days with increased hours, the employee or the Union shall have the right to request in writing a review of the employee's assigned position status. Status will be limited to hours regularly scheduled. Hours in relief for vacation, sick leave, 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 increase in FTE status within the unit is warranted, a position shall be posted. Similarly, an employee working for more than 90 days with decreased hours may result in a reposting of the employee's position at a lesser FTE status.

5.2.10 Attendance at mandatory meetings. When employees are required to attend mandatory meetings or in-services during their regularly scheduled shift, they will either return to work or return to training so they will not suffer a loss of hours worked in the regular work week, unless by mutual agreement between the employee and the Employer, the employee takes hospital convenience time without pay. Employees required to attend in-service, department, staff and state-required meetings shall receive a minimum of one (1) hour of pay when such meeting is scheduled outside their regularly scheduled shift. Where feasible, the Employer shall make a good faith effort to conduct staff meetings at least two separate times, to provide as many employees on different shifts as possible the opportunity to attend during or adjacent to their scheduled work hours.

5.3 Overtime.

5.3.1 Payment of overtime. Authorized overtime shall be applied at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay after eight (8) hours in a day for full- and part-time employees who have a standard work day of eight (8) hours or less and forty (40) hours in a work week for those employees on a weekly schedule and after eight (8) hours in a work day or eighty (80) hours in a 14-day period for those employees on a bi-weekly schedule in conformance with the Fair Labor Standards Act. There shall be no pyramiding or duplication of overtime or premium pay. Hours worked beyond four (4) hours following a regularly scheduled shift or in excess of twelve (12) consecutive hours, whichever is greater, will be paid at double time the employee's regular rate of pay.

5.3.2 Rest between shifts. Unless mutually agreed otherwise, in the event an employee is assigned overtime, the Employer will assure that the employee receives at least ten (10) hours' rest from the end of such assignment until the employee again reports for work. The Employer, moreover, will not pre-schedule a full-time or part-time employee, without the employee's consent, to work with less than ten (10) hours' rest between the scheduled shifts.

If, notwithstanding these provisions, an employee does not receive at least 10 hours' rest between scheduled shifts, then the employee will be paid at the rate of time and one-half for the first four (4) hours of the next shift. The foregoing provision shall not apply to voluntary trades of shifts by employees.

5.4 Differentials and Other Special Pay Provisions.

5.4.1 Shift differential. The following provisions apply to employees working shifts of less than twelve (12) hours, except for subparagraph (e) below:

a. Evening shift. Evening shift shall be defined as any shift of four (4) hours or more commencing at or after 12:00 noon and terminating after 6:00 p.m., and will be compensated at a differential rate of \$1.25 per hour. Any employee on a scheduled shift beginning before 12:00 noon and terminating after 6:00 p.m. will receive evening shift differential for all hours worked after 6:00 p.m.

b. Night shift. Night shift shall be defined as any shift of four (4) hours or more starting before midnight whose majority of hours (including the unpaid meal period) are worked after midnight. An employee who works a shift of four (4) hours or more starting between 12:00 midnight and 6:00 a.m. shall receive night shift differential for the four (4) hours or until 8:00 a.m., whichever is greater. Night shift will be compensated at a differential rate of \$2.25 per hour.

c. Variations from regular shift. Employees who are called off prior to working a full evening or night shift shall be paid the applicable shift differential for hours actually worked. Full-time and part-time employees who are normally assigned to evening and night shifts, and are called in to fill in on the day shift on a one-day emergent basis, shall receive their normal shift differential pay.

d. Work on adjoining shift. Evening shift employees who work beyond their shift into the night shift shall receive night shift differential for all hours worked beyond their shift. Evening shift employees who work prior to their scheduled shift shall not receive differential pay for those hours worked. Night shift employees who work prior to their scheduled shift shall receive evening shift differential for those hours worked. Night shift employees who work beyond their shift into the day shift shall continue to receive night shift differential for those hours worked.

e. 12-hour shift schedules. Notwithstanding the provisions of subparagraphs (a) and (b) above, employees working 12-hour shift schedules shall receive evening shift differential for all hours worked between 3:00 p.m. and 11:00 p.m., night shift differential for all hours worked between 11:00 p.m. and 7:00 a.m., and no shift differential for all hours worked between 7:00 a.m. and 3:00 p.m. However, the last 30 minutes of 12-hour

shifts scheduled to end at 3:30 p.m., 11:30 p.m. or 7:30 a.m. shall be paid the same shift differential, if any, that applied prior to 3:00 p.m., 11:00 p.m. or 7:00 a.m., respectively. Furthermore, any employee who is receiving night shift differential at the conclusion of the employee's scheduled shift and who works into the day shift will continue to receive night shift differential for the overtime hours worked.

5.4.2 Working in higher classification. If (1) an employee is temporarily assigned and assumes the full duties and responsibilities of a separate classification for at least two hours, and if (2) that classification carries a rate of pay higher than the employee's regular rate of pay, and if (3) the employee has not already been assigned a secondary classification for the work assignment, then the employee shall be compensated thirty-five cents (\$.35) per hour above his or her current rate or the rate at the low end of the higher classification's wage range, whichever is greater. While an employee is being oriented on a job in a higher classification and another employee is on the job, the employee being oriented shall receive his or her regular rate of pay. The orientation period during which the employee shall be paid the regular rate of pay shall not normally exceed five (5) days.

5.4.3 Callbacks. An employee who is called back to work in the same day after having completed the regular work schedule, and having left the Employer's premises, shall be paid a minimum of three (3) hours for such callback at the rate of time and one-half (1 1/2) the regular rate of pay.

5.4.4 Standby call. An employee on standby call status is one who is assigned to be available for work on a call-back basis. Employees and management are encouraged and expected to reach consensus on a system of assigned call within their applicable department or unit.

In the event that a consensus cannot be reached, standby call shall first be assigned on a voluntary basis. If there are not sufficient volunteers, standby call shall be assigned on a reverse seniority basis. If assignment of call on the foregoing basis proves unachievable because it has a disproportionate impact on a particular employee or employees, then standby call shall be assigned on a more equitable basis.

Compensation for standby status shall be \$3.50 per. Employees who work while in standby status shall be compensated for a minimum of three (3) hours. Employees called in to work from call status, who are not otherwise entitled to compensation at a higher premium rate, shall be compensated at the rate of time and one-half (1 1/2 x) the regular rate of pay. An employee who is called into work is no longer on standby status, and therefore is no longer eligible for standby call pay.

5.4.5 Lead pay. Lead pay of \$1.50 per hour will be paid to employees who, in addition to their routine daily assignments, are assigned lead responsibilities for their work unit. Lead pay is not payable for conducting orientation; provided, however, that lead pay for designated lead persons shall not be affected while conducting orientation. Assignment of lead responsibilities will be determined by the department manager.

5.4.6 Differential in lieu of benefits. Relief employees and regularly scheduled employees with an assigned FTE of less than .5 FTE shall receive a differential in lieu of benefits of 10% of their base rate of pay.

5.5 Volunteers. The volunteer's role in the Medical Center is to provide services to patients that may not otherwise be offered. Volunteers will not be assigned to replace or be used in lieu of Union personnel in the performance of the typical duties of their classification on a consistent basis.

5.6 Employee Waiver. An employee may voluntarily waive, in writing, entitlement to premium pay under any provision of this Article other than Section 5.3.1.

ARTICLE 6

REGULAR EMPLOYEE STATUS AND SENIORITY

6.1 Probationary Status. New employees are considered probationary for one hundred twenty (120) calendar days from the date of hire. The orientation period will be included in the probationary period. An employee can be discharged without notice during the probationary period at the discretion of the Employer; such cases are not grievable under the grievance

procedure. A probationary employee is not entitled to seniority status until the probationary period has been completed, at which time the date of hire will become the employee's seniority date.

6.1.1 Interim performance review. The supervisor of a probationary employee will meet with the employee, no later than thirty (30) days prior to expiration of the probationary period, to discuss any areas in which the employee needs to improve his or her performance prior to completion of the probationary period. This provision shall not, however, be interpreted to provide any employee with a right, express or implied, to grieve or otherwise challenge his or her discharge from employment during the probationary period

6.2 Workforce Reductions. In cases of reduction in force at the Employer, the parties shall meet and negotiate the details of the procedure to be used, consistent with the provisions of this section. If the parties' negotiations result in an impasse, the Employer may implement its procedure but the Union and/or individual employees retain the right to file a grievance over such implementation.

6.2.1 Selection criteria. Where skills, ability, experience, competence or qualifications are not overriding factors as determined by the Employer on the basis of relevant criteria, the reduction shall take place within each affected department based on reverse order of seniority, provided the remaining employees have the necessary skills and ability to perform the work required, and provided further that volunteers and temporary employees shall be the first to be displaced.

6.2.2 Vacant positions. The parties shall also undertake a good-faith mutual effort to place displaced employees in comparable vacant positions within the bargaining unit prior to non-displaced employees, notwithstanding their level of seniority. Vacant positions are comparable if they are at the same or greater base rate of pay and are within .125 FTE of the employee's position at the time of layoff. Employees who decline the offer of a comparable vacant position in their current or similar classification shall not be allowed to utilize the bumping process set forth in Section 6.2.4.

6.2.3 Severance benefits. Employees who are notified of elimination of their position may elect to receive severance benefits in accordance with the terms of the Memorandum of Understanding re Severance Benefits attached to this Agreement.

6.2.4 Bumping process. The parties are expected to follow the bumping process set forth herein, provided, however, that they may agree to an alternate process consistent with principles of fairness and minimizing disruption to operations and bargaining unit personnel.

a. An individual who is displaced in accordance with Section 6.2.1, and who is not offered a comparable vacant position in accordance with Section 6.2.2, shall be subject to the following provisions:

1. The individual has the right to bump the least senior employee in the same classification in a position of equivalent or lesser FTE on the individual's current shift, for which said individual, as determined by the Employer on the basis of relevant criteria, has the necessary skills and ability to perform the work required within a period of two (2) weeks.

2. If no position of equivalent FTE on the individual's current shift is available and the individual chooses not to bump into a position of lesser FTE, then the individual may bump into such a least senior position of up to 0.125 greater FTE on the individual's current shift.

3. If no such position on the individual's current shift is available, then the individual may follow the same bumping process described in subparagraphs 1 and 2 above in the same classification on another shift.

4. If no such position is available in the individual's classification, then the individual may follow the same bumping process described in subparagraphs 1 and 2 above to displace the least senior employee in the bargaining unit in such a position for which the individual is qualified.

b. The individual who is displaced as a result of the foregoing bumping process will have the right to bump, on a bargaining unit-wide basis, the least senior employee in a position of equivalent or lesser FTE for which said individual, as determined by the Employer on the basis of relevant criteria, has the necessary skills and ability to perform the work required within a training period of two (2) weeks.

6.2.5 Relief status option. Employees in a reduction in force status may choose instead to be placed in the status of relief employee, in which case said employee shall be considered to have greater seniority than other relief employees for a period not to exceed twelve (12) months for purposes of Article 7.2.5.

6.2.6 Recall. Employees in a reduction in force status who have satisfied the provisions of subparagraph (a) below shall be notified of comparable job openings in the bargaining unit as they occur, and will, consistent with the provisions below, be considered for those jobs in the bargaining unit which they are qualified to perform, for a period of twelve (12) months from the date of layoff.

a. To be eligible for recall, an employee must enter in the Employer's applicant tracking system the necessary information for being notified of comparable job openings.

b. Employees shall be considered for such job openings by seniority, i.e., before less senior applicants, outside applicants or relief employees are considered, provided they respond to the Employer's notification within seven (7) days and return to work within fourteen (14) days of such notification.

c. Notification to such employees may occur either by registered mail, where the notice period will be deemed to begin as of the date of attempted delivery by registered mail, by email at the email address listed in accordance with subparagraph (a), or by an alternate method mutually agreed upon by the employee and the Employer.

d. Employees who decline or fail to respond to more than two (2) offers of a job opening comparable to the employee's position at the time of layoff shall no longer

be eligible for recall. Job openings are comparable if they are at the same or greater rate of pay and are within .125 FTE of the employee's position at the time of layoff.

e. An employee's acceptance of a relief position as a result of displacement shall not affect his or her recall rights.

6.2.7 Department closure. In the event of closure of a department covered by this Agreement, any employee not sufficiently qualified or senior to exercise bumping rights in accordance with this section will be offered employment, according to seniority, in other departments as vacancies occur, competency considered, for a period of twelve (12) months from the date of closure.

6.3 Temporary Reductions in Hours. In cases of reduction in hours within a classification, or a unit within a classification, of an anticipated short-term duration, caused by low census or other temporary business reasons, the reduction shall take place in the following manner, provided the remaining employees have the necessary skills and ability to perform the work required:

1. Agency employees.
2. Employees working at an overtime or premium rate of pay, unless receiving premium pay pursuant to Section 5.3.2.
3. Volunteers.
4. Temporary employees.
5. Relief employees.
6. Part-time employees working in excess of regularly scheduled hours.
7. Reverse order of seniority.

6.3.1 Full-time and part-time employees who are called off from their regularly scheduled shift, and who indicate in writing their availability to work that shift, will be offered the opportunity to work, prior to other employees and at the straight rate of pay, additional hours that become available on the shift. The employee must have the current qualifications and competencies to immediately perform the work in the unit where hours are available.

6.3.2 Hours not worked pursuant to this section shall be considered hours paid for the purpose of accrual of all contractual benefits, even if the employee chooses to take time off without pay in lieu of PTO.

6.3.3 Employees (other than relief employees) within each department may vote, with majority rule, whether to have a reduction of their work week on a pro rata basis rather than being laid off or having their hours reduced strictly on a seniority basis, provided the scheduling and operational needs of the department are met under this alternative process.

a. Employees in the respective department may request one (1) revote anytime within ninety (90) calendar days following implementation of the reduction in hours.

b. In the event that such alternative process is not meeting the scheduling or operational needs of the respective department, the Employer may return to the seniority-based process for the duration of the reduction.

6.3.4 For purposes of this Section 6.3, CNAs and Patient Team Supports shall be considered within the same classification.

6.3.5 If a 12-hour shift employee assumes the work of an employee who normally works an 8-hour shift, the employee will have the choice at the end of the shift of either being released from further duties or working at the regular rate of pay on the unit to which he/she would be assigned for the remaining 4 hours. If an 8-hour shift employee assumes the work of an employee who normally works a 12-hour shift, the employee will continue to be treated as having been assigned to an 8-hour shift.

6.4 Seniority. Seniority is the length of continuous service with the Employer from the date of hire, provided the probationary period has been satisfactorily completed.

6.4.1 Tie-breakers for same seniority date. Employees having the same seniority date will be placed on the seniority records based on the day of the month in which they are born (lowest number has highest seniority; highest number has lowest seniority). A second tie-breaker, if needed, will be based on the month of the year in which the employees are born (earlier month has higher seniority).

6.4.2 Loss of seniority. An employee's previously accrued seniority shall be lost in the event the employee (1) voluntarily resigns, (2) is discharged for just cause, or (3) has been in a layoff status or on a leave of absence for a period exceeding twelve (12) months, except as provided by state or federal law.

6.5 Restructure. Restructure means the reallocation of employees within a unit or department due to the merger, consolidation or other overall reorganization of units or departments resulting in a mandatory shift change, a mandatory unit or department change, and/or an increase in FTE status. If a restructure results in a reduction in force, however, the provisions of Section 6.2 shall apply instead of the provisions of this section. It is understood that determinations regarding the staffing of units or departments, including whether the restructure of a unit or department is advisable, are the exclusive right of management.

6.5.1 The Employer shall notify the Union and employees who may be displaced by a restructure at least thirty (30) days prior to implementation of the restructure. The Employer will be available to meet with the Union within the 30 days to discuss the procedures to be utilized to accomplish the restructure.

6.5.2 The parties will negotiate the specific procedure to be followed regarding the impact of a restructure on displaced employees. Among qualified personnel, the principle of seniority shall be recognized. Attempts will be made to accomplish a unit restructure through intra-unit transfers to the extent possible.

6.5.3 Employees who hold positions outside the unit or the department that is undergoing a restructure may not bid on positions covered by the restructure until the process is completed for all unit/department employees.

6.6 Job Postings and Filling of Vacancies.

6.6.1 Job postings. All job vacancies within the bargaining unit shall be posted by the Employer for a minimum of seven (7) days, including Saturday, Sunday and holidays. The posting shall include the job classification, pay range and point status, and shall specify the shift or shifts for regularly scheduled positions. It will also be noted if the regularly scheduled days for a posted position are Monday through Friday only. The Employer may, in appropriate circumstances, limit the posting to in-unit. Posting of job vacancies shall not be delayed for arbitrary or capricious reasons, recognizing that the Employer retains the exclusive right to determine whether a vacancy will be filled.

6.6.2 Filling of vacancies. All qualified employees in the bargaining unit are to be considered over outside applicants in filling any vacancy in the bargaining unit, unless the outside applicant's skills, ability, experience, competence or qualifications are overriding factors as determined by the Employer on the basis of relevant criteria. Among bargaining unit employees who apply for the position, assignment will be made on the basis of seniority, provided abilities and job performance are relatively equal in the judgment of the Employer. The Employer may consider an employee's discipline within the past two years as a factor, but not the exclusive factor, when judging abilities and job performance. Nevertheless, disciplinary action shall not be considered if it is less than a written warning, and more than twelve months old, and there has been no further discipline during the 12-month period.

6.6.3 Return to previous job. In the event an employee assumes a new job through a transfer or promotion to a different classification within the bargaining unit, and the new job proves to be unsuitable for the employee as determined by the Employer or the employee, the employee may within thirty (30) days return without loss of seniority to his or her former position (including the employee's same pay and step level), if open, or to an equivalent open position for which he or she is qualified. The employee's former position may be kept open by written prearrangement with the manager.

6.6.4 Transfer to higher or lower paying classification.

a. Transfer to higher pay classification. An employee who is transferred to a higher paying classification shall be compensated at a step level in the higher classification that is at least \$.50 per hour above his or her previous rate.

b. Transfer to lower pay classification. An employee who transfers to a lower paying classification shall be compensated at the same step in the lower classification that the employee occupied in his or her former classification.

6.6.5 Frequency of transfers. No employee shall be allowed more than two (2) honored bids per twelve (12) month period, unless there is mutual agreement between the individual employee and the Employer.

6.7 Floating. Unless agreed otherwise between the Employer and the employees in a particular department, the Employer shall make float assignments to other departments in the following order: (1) qualified designated float employees; (2) qualified relief and temporary employees on duty; and (3) qualified regular employees in reverse order of seniority from the applicable department, except that new employees in their probationary period will not be floated during their first twelve (12) shifts worked. For purposes of float assignments, Patient Team Supports shall be considered to be in the same classification as CNAs unless the staffing needs of a department require otherwise.

ARTICLE 7 **PART-TIME, RELIEF AND TEMPORARY EMPLOYEES**

7.1 Full-time. A full-time employee is any employee who is regularly scheduled to work (40) hours per week or eighty (80) hours in a bi-weekly pay period (for 12-hour shift employees, 36 hours per week or 72 hours in a bi-weekly period).

7.2 Part-time. A part-time employee is any employee who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a bi-weekly pay period (for 12-hour shift employees, less than 36 hours per week or 72 hours in a bi-weekly period).

7.3 Relief. Relief employees are those who work on an irregular or random basis and are compensated on an hourly basis for actual hours worked, by mutual agreement between the Employer and employee as set forth below.

7.3.1 Each relief employee must work a minimum of six (6) shifts per month (four (4) shifts per month for employees working 12-hour shifts), including participation in weekend rotation up to a maximum of two (2) shifts on weekends, provided the work is available. Each relief employee will also be required to work at least one (1) holiday per year on a rotational basis with other employees. A scheduled shift that is cancelled shall count as a worked shift. Relief employees shall coordinate their availability with staffing needs. Relief employees who also hold a position in another classification of at least .5 FTE are exempt from these work requirements, provided that the Employer retains the right to remove an employee from a relief position if the employee does not maintain his or her skills in that position.

7.3.2 Relief employees who do not satisfy the foregoing requirements for two (2) months in a rolling six-month period may be subject to corrective action.

7.3.3 The Employer shall make available a list of all qualified relief employees for each unit or classification, including phone number(s). The list will be updated semi-annually.

7.3.4 Relief employees shall, where feasible, receive hours of work by seniority, provided skills and ability are relatively equal in the judgment of the Employer, and except where it is necessary to divide work among employees in relief status to maintain skills.

7.3.5 The Employer will consider a relief employee unavailable to work if there is no answer to a telephone call or if an answering device is in place, preventing acceptance of the work assignment. In this event, another relief employee will be contacted. The Employer will leave a message on an answering machine, if available, indicating date and time called. The Employer will document its efforts to contact relief employees.

7.4 Temporary. Temporary employees are those who are employed for purposes such as vacation fill-ins, sickness, leaves of absence or workload conditions. Such employment shall not exceed four (4) months' duration within a rolling 12-month period; if employment is to continue beyond this period of time, the employee's position will be treated in accordance with Section 6.6. The Employer, however, may extend the temporary employment period for up to an additional three (3) months upon notice and explanation to the Union of the basis for extension.

ARTICLE 8
ABSENCES WITH PAY

8.1 Military Duty. The Employer shall grant employees military duty leaves of absence in accordance with applicable law and the Employer's policy for such leaves in existence at the time the leave is requested and as applicable to a majority of the Employer's employees who are not in a bargaining unit.

8.2 Jury Duty. The Employer shall grant employees leaves of absence for jury duty in accordance with the Employer's policy for such leaves in existence at the time the leave is requested and as applicable to a majority of the Employer's employees who are not in a bargaining unit.

8.3 Bereavement Pay. The Employer shall grant employees bereavement leave in accordance with the Employer's policy for such leaves in existence at the time the leave is requested and as applicable to a majority of the Employer's employees who are not in a bargaining unit.

ARTICLE 9
LEAVES OF ABSENCE

9.1 Educational Leave. The Employer shall grant employees educational leave in accordance with the Employer's policy for such leaves in existence at the time the leave is requested and as applicable to a majority of the Employer's employees who are not in a bargaining unit.

9.2 Family and Medical Leave. The Employer shall grant employees family and medical leaves of absence in accordance with applicable law and the Employer's policy for such leaves in existence at the time the leave is requested and as applicable to a majority of the Employer's employees who are not in a bargaining unit.

9.2.1 In addition to the foregoing, an employee may request additional leave without pay for a period necessary for recovery from a serious illness, injury or disability. A request for leave of absence for this purpose shall be accompanied by the recommendation of a healthcare provider of the employee's choice. Provider approval is also required prior to return to work. In no event shall such leave exceed twelve (12) months, including any leave taken under Section 9.2 above.

9.2.2 In addition to the foregoing, leave without pay may be granted in special hardship cases for serious illness in the employee's immediate family, for an additional period not to exceed three (3) months.

9.3 Provisions Applicable to All Leaves.

9.3.1 Requests for leave. All leaves are to be requested by the employee in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply granting or denying the request shall be given by the Employer.

9.3.2 Effect on seniority or PTO. An authorized leave of absence shall not affect previous accumulated seniority or PTO. Subject to the requirements of federal and state law, seniority and PTO will cease to accumulate during such unpaid leave, provided that a leave taken for a period of thirty (30) days or less within an anniversary year shall not alter an employee's anniversary date of employment.

9.3.3 Use of PTO during leave. The employee will be required to take his or her accrued PTO (or, if applicable, extended illness bank hours) during a leave of absence. An employee who takes a family or medical leave greater than 30 days, however, will be allowed to leave up to 40 accrued hours remaining in his or her PTO bank, provided that

the employee has notified the Employer prior to the commencement of leave of his/her desire to preserve the accrued hours. The number of hours of PTO used per week during the leave may not be less than the number of hours that the employee was regularly scheduled to work prior to taking the leave.

9.3.4 Required employee notification to H.R. It is required that any employee who is authorized a leave of absence check with the Human Resources Department (a) to make arrangements on employee benefits before the leave begins; and (b) to give confirmation of availability to return prior to the expiration date of the leave.

9.4 Return from Leave. The Employer will treat requests for extension of approved FMLA leaves on a case by case basis, depending on the employee's individual circumstances. Employees returning from other leaves of absence will have the right upon expiration of the approved leave to return without loss of seniority to their former position, if open, or to an equivalent open position for which they are qualified. The employee's former position may be kept open by written prearrangement with the manager. If no such position is open upon the employee's return, then the employee will have the same opportunity to be considered for vacant positions under Section 6.6.2 as other bargaining unit employees. Nothing in this Section shall deprive an employee covered by this Agreement from such rights to unpaid leave as are prescribed by state and federal law.

9.4.1 Disability leaves. Employees returning from a leave of absence due to disability shall present a written return to work authorization from a healthcare provider to Human Resources or designee (or to Employee Health Services, if returning from a leave covered by Worker's Compensation) stating that they are able to resume work and listing any work restrictions. The employee must be released to perform work duties essential to the job previously held before being placed on the work schedule.

9.4.2 Failure to return. Failure to return from a leave of absence as agreed, without an approved extension, shall be considered an automatic resignation.

ARTICLE 10
PAID TIME OFF

10.1 Accrual Rate. Each regularly scheduled employee with an assigned FTE of .5 or above shall accrue PTO as follows:

Year of Service	Accrual Rate (full-time equivalent)
1-4 (0-48 months)	.10769 per hour (224 hours per year)
5-9 (49-108 months)	.12692 per hour (264 hours per year)
10-14 (109-168 months)	.14231 per hour (296 hours per year)
15-19 (169-228 months)	.15000 per hour (312 hours per year)
20 (229 months) or more	.15385 per hour (320 hours per year)

PTO will accrue from the date of hire. PTO is accrued on all hours paid, excluding standby hours and donated PTO hours.

10.2 Use of PTO. Employees are expected to schedule and take a minimum of forty (40) hours of PTO per year. PTO (or extended illness hours) must be used for all time off taken by an employee. An employee, however, may choose to take prescheduled time off without pay in lieu of PTO for personal convenience of four (4) hours or less in one day, not to exceed four (4) times per calendar year.

10.2.1 House convenience days. If an employee is required by the Employer to take a house convenience leave day, or volunteers to take a house convenience leave day required by the Employer, then the employee may choose to take time off without pay in lieu of PTO. A house convenience leave day includes holidays where employees who are otherwise regularly scheduled for that day are taken off the schedule.

10.3 Scheduling.

10.3.1 PTO will be scheduled by the Employer in accordance with work requirements and the operational needs of the particular unit. The Employer shall make scheduling information, including scheduled time off, easily accessible to employees in each

department/classification. All employees requesting time off must do so via the Employer's established guidelines.

10.3.2 PTO requests for the 12-month period commencing March 1 will not be accepted before December 1 of the preceding calendar year. Requests for PTO received after December 1 and prior to March 1 for the 12-month period commencing March 1 will be based on seniority. However, requests for the timeframe of March 1-15 will be based on the earliest date of request, except that seniority will prevail in cases where requests are submitted on the same day.

10.3.3 Requests for PTO received on or after March 1 will be based on the earliest date of request, except that seniority will prevail in cases where requests are submitted on the same day.

10.3.4 Employees will receive notification as to the approval or denial of their PTO request within fourteen (14) days of the date the request is submitted, except that (1) requests received between December 1 and March 1 for the 12-month period commencing March 1 shall be responded to by March 15, with the Employer being responsible for the scheduling of PTO relief, and (2) the granting of PTO requests for the Thanksgiving, Christmas and New Year's holidays shall, consistent with Section 10.3.6, be subject to the scheduling practices of the individual unit.

10.3.5 An employee may have no more than three (3) pending or approved PTO requests on the books at any one time, with the exception of up to two (2) additional personal leaves (with PTO, or without PTO pursuant to Section 10.2) which shall not exceed one (1) day.

10.3.6 PTO in conjunction with a holiday will be granted on an equitable rotation basis among employees who have completed at least one year of employment with the Employer.

10.3.7 For employees who transfer to a different unit or a different job classification, managers shall make a good faith effort to honor previously approved PTO requests. Such requests, however, will not automatically be honored. Employees who apply for a position in a different unit or classification are responsible for notifying the manager of that unit during the application process of all previously approved PTO requests. In the event that the manager advises the employee that an approved PTO request could not be honored if the employee transferred to the unit, then the employee may choose either to withdraw his/her application or to proceed with the application process at the risk of having the previously approved PTO rescinded.

10.4 Holidays. If an employee is required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve or Christmas Day, the employee shall receive one and one-half 1 1/2 times the regular rate of pay (unless double time applies under Section 5.3.1) for all hours worked.

10.5 Cash Conversion. An employee may cash out up to the maximum number of unused hours of PTO that have accrued in the employee's PTO account during the calendar year, provided that (1) the employee makes an irrevocable election of such cashout during the last calendar quarter of the preceding year, and (2) the employee's PTO hours are not reduced below forty (40) hours. Such cashout will be paid either per pay period or in one lump sum in the month designated at the time of election, provided that the lump sum payment occurs after the PTO has accrued during the calendar year, and no later than December 31 of that year.

10.5.1 Employees not already receiving a cash payment pursuant to Section 10.5 may apply for a cash payment of a portion of accrued PTO in the case of financial hardship or unforeseeable emergency, as those terms are defined in the federal regulations. The cash payment will be limited to the maximum number of unused hours that have accrued in the employee's PTO account during the calendar year, provided that the employee's PTO hours may not be reduced below forty (40) hours.

10.6 Maximum Hours. Effective January 1, 2017 the maximum PTO accrual will be one and one half times (1.5) the annual maximum accrual amount as listed above. 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, unless the Employer's denial of an employee's PTO request causes the employee to exceed the maximum, in which case PTO shall continue to accrue during each month that the PTO request is denied.

10.7 Termination Conversion. After successful completion of the probationary period, an employee whose employment terminates shall be entitled to payment for all accrued but unused PTO.

10.8 Extended Illness Bank. Sick leave hours accrued prior to July 1, 1984 will constitute an "Extended Illness Bank" for each employee. The Extended Illness Bank is separate from and is not to be used as PTO.

10.8.1 For illness or accident, the first two (2) consecutive scheduled working days missed are taken from the employee's PTO accrual. Starting with the third consecutive scheduled working day, the sick leave hours retained in the employee's "Extended Illness Bank" will be used to continue the employee's regular pay. An illness or accident resulting in hospitalization or surgery, however, will be paid from the Extended Illness Bank from the first day.

10.8.2 Employees will be expected to indicate an illness and then indicate Extended Illness Bank ("EIB") for subsequent continuous days beyond two (2) in order to assure adjustment to the Extended Illness Bank. If "EIB" is not indicated on the timecard, PTO hours will continue to be reduced.

ARTICLE 11 HEALTH AND WELFARE

11.1 Health Insurance Benefit Program.

11.1.1 Benefits eligibility. All employees who are regularly scheduled to work at least twenty (20) hours 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 disability and short-term disability plans, and healthcare and dependent care spending accounts.

11.1.2 The benefits available under this section shall 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 shall notify the Union of the proposed changes and shall meet with the Union, upon request, to bargain over the proposed changes prior to their implementation.

11.1.3 At least three weeks prior to commencement of the annual open enrollment process, the Employer will provide the Union with a written explanation of healthcare costs on which projected increases for the next year are based.

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

Participation in this program is based on total household income and the Federal Poverty Level, as determined by the U.S. Department of Health and Human Services. Beginning January 1, 2017, employees whose household income is less than 250% of the Federal Poverty Level will be eligible to receive a health insurance plan at no premium cost to the employee for themselves and eligible dependent(s) upon approval of their application.

11.1.5 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.

11.1.6 Enhanced Chronic Condition Program. Employees enrolled in the Enhanced Chronic Condition Program are eligible to receive free preventive medications, including diabetic testing supplies. These chronic conditions covered under this program include: diabetes, COPD, asthma, congestive heart failure and coronary artery disease.

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

11.2 Retirement Plans.

11.2.1 The Employer shall continue to offer to all eligible employees retirement benefits consisting of (1) base contributions and (2) matching contributions on the employees' Tax Deferred Annuity (TDA) deposits.

11.2.2 Employees who have been continuously employed by the Employer and have at least one thousand (1,000) compensated hours in three (3) separate years of employment shall be eligible for base contributions.

11.2.3 The Employer shall continue to make available to all employees covered by this Agreement the opportunity to deposit a percentage of their pay in a TDA plan. Employees become eligible for matching contributions on their TDA deposits, in accordance with the terms of the plan, after six (6) months of continuous employment and four hundred (400) hours worked.

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

ARTICLE 12

WORKER'S COMPENSATION

12.1 Eligibility. All employees shall be covered under Worker's Compensation Insurance in accordance with the standards established by the State of Washington, including the right to consult with a healthcare provider of the employee's choice.

12.2 Compensation. The day of injury shall be considered a work day and the employee shall receive his or her normal salary for hours scheduled. If additional time loss occurs, the injured employee shall be entitled to use, where available, accumulated PTO benefits and extended illness bank benefits in accordance with this Agreement for the interval between the day of injury and the first day of compensation under Worker's Compensation Insurance. The Employer will continue to provide medical insurance coverage during the term of recovery from the injury on a self-pay basis, except as provided by law.

12.3 Return to Work. When an injured employee has a proper release from the attending physician and can (in the judgment of the Employer) fully perform the duties of his or her assigned position, he or she may return to the previous position if it is still available. If it is not available, the Employer shall place the employee in a position of comparable job requirements and pay, provided that the return date is within twelve (12) months of the date of injury and that such a position is available.

12.4 Health and Safety Regulations. The Employer agrees to adhere to all applicable health, safety and WISHA regulations, such as providing all necessary safety devices, equipment and apparel necessary to be in compliance with said regulations.

ARTICLE 13
DISCIPLINE AND DISCHARGE

13.1 Notice. After completion of six (6) months of employment, full-time and part-time employees who are terminated shall receive at least two (2) weeks' written notice of termination of employment or two (2) weeks pay in lieu thereof, plus any accrued PTO. Employees who are terminated for just cause shall not be entitled to such notice or pay in lieu thereof. Full-time and part-time employees who are on the seniority list are to give two (2) weeks' written notice of intended resignation.

13.2 Just Cause. No employee shall be disciplined or discharged without just cause. The Employer agrees that progressive discipline should apply to those cases where the employee's conduct or performance does not warrant a more severe level of discipline, including immediate discharge. Possible causes for immediate discharge include, but are not limited to, the following: improper treatment or discourtesy to patients and visitors; insubordination and disrespectful conduct to supervisors and others; sexual harassment or other forms of harassment of employees or customers; dishonesty; theft; violation of patient or employee confidentiality; intoxication or consuming alcoholic beverages or harmful drugs on the Employer's premises or while conducting the Employer's business; falsification of employment or personal history data. 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(s).

13.3 Removal of Written Discipline. Upon request by the employee, written disciplinary notices will be removed from the employee's personnel file after two (2) years if there have been no further disciplinary occurrences during that 2-year period, with the following exceptions: (1) violations of the Employer's non-discrimination policies, including sexual harassment; (2) conduct threatening or endangering patient safety; (3) co-worker abuse issues; (4) theft or falsifying records; or (5) unlawful breach of confidentiality or other privacy violations. Such disciplinary notices shall remain in effect for a maximum of three (3) years for purposes of progressive discipline.

ARTICLE 14
STRIKES/LOCKOUTS

14.1 The Employer assures the Union that there will be no lockout and the Union likewise assures the Employer that there will be no authorization or sanction of any strike, sympathy strike, sit-down, slowdown, boycott, or other curtailment of work during the term of this Agreement, including any refusal to cross any other labor organization's picket line.

ARTICLE 15
GRIEVANCE PROCEDURE

15.1 Definition of Grievance. A "grievance" shall consist of any dispute between an employee and the Employer that arises out of the employee's employment and involves the interpretation

or application of any one or more provisions of this Agreement. The Union and the Employer encourage employees and their managers to make every effort to meet and discuss problems and to attempt to settle potential grievances at the earliest possible time. Grievances that do not have a reasonably arguable basis for stating a violation of this Agreement are expressly discouraged.

15.2 Procedure.

15.2.1 It is agreed that should any dispute arise between the parties as to the true interpretation or application of this Agreement, the same shall be processed only by recourse to the following successive steps:

Except in cases of documented discipline, which may be initiated directly at Step One, the employee will first attempt to resolve the problem with the employee's immediate supervisor within twenty (20) days of the date the employee knew or should have known that a grievance exists. A discussion between the employee and the employee's immediate supervisor is a condition precedent to advancement of the grievance to Step One.

Step One: If the matter is not resolved through the attempted resolution set forth above, the employee shall, within thirty (30) days of the date the employee knew or should have known that a grievance exists, present the grievance in writing to Human Resources. Within ten (10) days thereafter, the employee and his or her director or designee shall confer at Step 1 in an attempt to resolve the grievance. Either party may request that a Union representative be present for the conference. The employee's director or designee shall issue a written reply within ten (10) days of the Step 1 meeting.

Step Two: If a satisfactory settlement is not reached at Step 1, the Union shall, within ten (10) days of the director's response, present the grievance in writing to the appropriate vice-president or designee. The employee, Union representative and the vice-president or designee (at a minimum) will meet within ten (10) days in an attempt to resolve the grievance. The vice-president or designee shall issue a written reply to the Union and employee within ten (10) days following this meeting. Termination grievances and class action grievances shall be initiated at Step 2 within ten (10) days of the date that the affected or aggrieved employee(s) knew or should have known that a grievance exists.

Step Three: If the grievance is not resolved at Step 2, the grievance shall be referred, in writing, within ten (10) days of receiving the vice-president's or designee's written response, to the Chief Executive Officer or designee. Thereafter, a meeting with the Chief Executive Officer or designee, the aggrieved employee and a Union representative shall occur. The Chief Executive Officer or designee shall render a written decision to the employee and the Union within ten (10) days following this meeting.

Step Four: If a satisfactory settlement is not reached within the ten (10) day period, the Union may within thirty (30) days thereafter submit the matter for arbitration to the Federal Mediation and Conciliation Services. An arbitrator will be selected

following the procedures of the Federal Mediation and Conciliation Services. The arbitrator shall render a decision as promptly as possible, and in any event, within thirty (30) days of case presentation. The decision of the arbitrator shall be final and binding on both parties.

15.2.2 Failure to present the grievance or to advance the grievance to the next step within the prescribed timelines shall render the grievance untimely and void.

15.2.3 The arbitrator shall have no power to change, alter, detract from or add to the provisions of the Agreement, but shall have the power only to apply and interpret the provisions of the Agreement in reaching a decision.

15.2.4 The arbitrator's fee and expenses and any incidental expenses shall be borne equally by both parties.

ARTICLE 16

UNION REPRESENTATIVES

16.1 Access to Premises. Duly authorized representatives of the Union shall have access to the Employer's premises during working hours for the purpose of investigating grievances arising out of the interpretation or application of this Agreement. Such entry shall at all times be subject to the established policy of the Employer applicable to nonemployees. The Union representative shall notify the Human Resources Director or designee at the time of such visits.

16.2 Transaction of Business. The transaction of any business by Union representatives, shop stewards or other agents shall be conducted in an appropriate location (i.e., areas other than patient care areas) and shall not interfere with the Employer's business or the work of employees. The transaction of Union business shall be on the employee's own time, except when the Employer or an employee calls in a shop steward during the steward's working hours to be present for an investigative or disciplinary meeting and the shop steward has obtained approval from his or her supervisor.

16.3 Union Leave. Subject to the employee's work unit operating requirements, Union members may be granted leave to perform work for the Union. More than one employee on such leave cannot be absent from the same unit at the same time. The employee shall be permitted during such absence to take time off without pay. Upon returning from Union leave, the employee shall be reassigned to his or her former position with no loss of seniority.

ARTICLE 17

GENERAL PROVISIONS

17.1 Past Practices. Any and all agreements, written and verbal, previously entered into by the Union and the Employer are canceled and superseded by this Agreement. Unless specifically

provided herein to the contrary, past practices shall not be binding on the Union or the Employer. Well established practices which affect the terms and conditions of employment of the bargaining unit, and which do not vary between individual departments or units, shall not be unilaterally reduced or discontinued by the Employer without first bargaining with the Union. For purposes of this paragraph, "well established" means that the practice is unequivocal and readily ascertainable as an established practice accepted by both the Union and the Employer over a reasonable period of time.

17.2 Safety Committee. The Employer shall provide for Safety Committee meetings on a regular basis and employees shall be allowed to bring safety and health concerns to the meeting and shall be given a written response.

17.3 Employee Participation Teams. The Employer agrees to have Union representation on any employee participation team or committee that the Employer establishes to study the quality of healthcare services, productivity, efficiency, enhancement of professional practices, staffing levels, cooperation between management and employees, and improved quality of the workplace, in areas affecting bargaining unit employees.

17.4 Merger of Classifications. The Employer agrees that it shall notify the Union of its intent to merge classifications or create new classifications, and shall meet, upon request, to negotiate within thirty (30) days of such notification the effects and consequences of such action, including new rates of pay, working conditions and any impact on existing employees. If an employee with at least two (2) years' seniority is displaced because of merger of classifications, the employee shall be placed in an available position of equivalent pay, hours, and shift for which the employee is qualified. If no such position is available, the employee will receive primary consideration for placement in an available bargaining unit position for which the employee is likely to qualify following a suitable period for training and orientation.

An employee selected for a position in a merged classification shall be provided training by the Employer which is customary for the particular position in an effort to assure the employee is qualified to perform the work. If an incumbent employee selected for such a position does not demonstrate the ability to perform all the essential functions of the new position, the

Employer shall either return the employee to his or her former position or, if that position is no longer available, shall seek to find another suitable position for the employee in accordance with the seniority provisions of this Agreement.

17.5 Substance Abuse Testing. An employee who has violated the Employer's Substance Free Workplace Policy shall pay the cost of each subsequent test.

17.6 Electronic Transmission. The Employer maintains the right to make documents available to bargaining unit employees by electronic access rather than paper distribution, provided the Employer furnishes to employees reasonable access, and notification of such access, to the documents.

17.7 Labor Management Committee. Within thirty (30) days following ratification of this Agreement, the Labor/Management Committee shall begin meeting. The Committee shall meet quarterly unless agreed otherwise. The purpose of the LMC is to address issues of mutual concern and to promote improved labor/management relations. The LMC is not the venue to address individual grievances. The LMC shall be made up of up to seven representatives chosen by the Employer and seven representatives chosen by the Union. At least six of the committee members selected by the Union must be PeaceHealth St. John Medical Center bargaining unit employees and at least four of the committee members selected by the Employer must have management or supervisory responsibility for hospital bargaining unit employees. Employees participating in these committee meetings will be compensated at their applicable rate of pay for time spent in committee meetings. The Employer and the employee members of the LMC committee shall each select a chairperson, and the co-chairs shall be responsible for agreeing on an appropriate agenda in advance of the scheduled meetings.

17.8 Savings Clause. Any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void but all other provisions of this Agreement shall continue in full force and effect.

17.9 Training. Employees desiring training in a higher classification with their current department will be granted that training based on (1) seniority, (2) the Employer's need for

cross-training, (3) qualifications and previous performance as judged by the department manager, and (4) the employee's desire to advance. Training opportunities will be posted within the department. Employees interested may make their request through the department manager. Employees may make a written request for training prior to the posting.

17.10 Subcontracting. Before subcontracting any work performed by employees in the bargaining unit (unless the subcontracting would have only a de minimis effect on bargaining unit employees), the Employer will provide the Union no less than thirty (30) 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.

17.11 Sale, Merger or Transfer. If the Employer enters into a sale, merger or transfer of ownership to another entity that affects employees of the bargaining unit, then the Employer will notify the Union at least ninety (90) calendar days in advance of the effective date of any such sale, merger or transfer of ownership. The Employer will also notify the other party involved in such transaction of the existence of this Agreement and of the Union's status as sole bargaining agent of the employees covered by this Agreement. The parties will work within the labor laws in effect at the time of the sale, merger or transfer of ownership.

ARTICLE 18 DURATION OF AGREEMENT


This Agreement shall become effective on the date of ratification hereof, except where otherwise provided herein, and remain in full force and effect until March 30, 2022, and from year to year thereafter unless either party serves written notice of opening of the Agreement not more than one hundred twenty (120) days nor less than ninety (90) days prior to March 30, 2022, or prior to any subsequent anniversary date. Following such notice, this Agreement shall continue in effect as long as the parties remain in negotiations and until one of the parties serves written notice of termination of the Agreement.

Signed this ____ day of September, 2020.

PeaceHealth

SEIU

Signature: _____

Signature:  _____

Date: _____

Date: 05/12/21 _____

Printed Name: _____

Printed Name: Meg Niemi _____

SEIU Local 49 President

APPENDIX A WAGE RATES

Pursuant to Section 5.1, the following minimum wage rates shall be in effective as of the first full pay period following October 1, 2020:

Title	BASE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	18	20	25	30
1-Food Svc Assistant	\$15.59	\$15.86	\$16.14	\$16.42	\$16.42	\$16.71	\$17.01	\$17.30	\$17.30	\$17.60	\$17.91	\$18.22	\$18.54	\$18.87	\$19.20	\$19.53	\$19.97	\$20.42	\$20.88	\$21.35
3-Env Svc Attend 1	\$17.22	\$17.52	\$17.83	\$18.14	\$18.14	\$18.46	\$18.78	\$19.11	\$19.11	\$19.45	\$19.79	\$20.13	\$20.48	\$20.84	\$21.21	\$21.58	\$22.06	\$22.56	\$23.06	\$23.59
4-Transporter	\$17.22	\$17.52	\$17.83	\$18.14	\$18.14	\$18.46	\$18.78	\$19.11	\$19.11	\$19.45	\$19.79	\$20.13	\$20.48	\$20.84	\$21.21	\$21.58	\$22.06	\$22.56	\$23.06	\$23.59
5-Cnt Supply Asst	\$17.32	\$17.62	\$17.93	\$18.25	\$18.25	\$18.57	\$18.89	\$19.23	\$19.23	\$19.56	\$19.90	\$20.25	\$20.61	\$20.97	\$21.33	\$21.71	\$22.20	\$22.69	\$23.21	\$23.73
6-Anesth Asst	\$17.32	\$17.62	\$17.93	\$18.25	\$18.25	\$18.57	\$18.89	\$19.23	\$19.23	\$19.56	\$19.90	\$20.25	\$20.61	\$20.97	\$21.33	\$21.71	\$22.20	\$22.69	\$23.21	\$23.73
7-Pharmacy Asst	\$17.32	\$17.62	\$17.93	\$18.25	\$18.25	\$18.57	\$18.89	\$19.23	\$19.23	\$19.56	\$19.90	\$20.25	\$20.61	\$20.97	\$21.33	\$21.71	\$22.20	\$22.69	\$23.21	\$23.73
8-CNA	\$17.46	\$17.77	\$18.08	\$18.40	\$18.40	\$18.72	\$19.04	\$19.37	\$19.37	\$19.71	\$20.06	\$20.41	\$20.78	\$21.14	\$21.51	\$21.88	\$22.37	\$22.88	\$23.39	\$23.92
9-Sterile Proc Asst	\$17.85	\$18.17	\$18.49	\$18.81	\$18.81	\$19.14	\$19.47	\$19.82	\$19.82	\$20.16	\$20.51	\$20.87	\$21.24	\$21.61	\$21.99	\$22.37	\$22.88	\$23.39	\$23.92	\$24.45
10-Radiology Clerk	\$17.86	\$18.18	\$18.50	\$18.82	\$18.82	\$19.15	\$19.49	\$19.83	\$19.83	\$20.17	\$20.53	\$20.89	\$21.25	\$21.62	\$22.00	\$22.38	\$22.89	\$23.40	\$23.93	\$24.46
12-Pt Team Support	\$17.96	\$18.27	\$18.59	\$18.92	\$18.92	\$19.25	\$19.59	\$19.93	\$19.93	\$20.28	\$20.63	\$20.99	\$21.36	\$21.73	\$22.11	\$22.51	\$23.01	\$23.53	\$24.06	\$24.60
13-ER Dept Tech	\$17.96	\$18.27	\$18.59	\$18.92	\$18.92	\$19.25	\$19.59	\$19.93	\$19.93	\$20.28	\$20.63	\$20.99	\$21.36	\$21.73	\$22.11	\$22.51	\$23.01	\$23.53	\$24.06	\$24.60
14-Surgical Svc Asst	\$17.96	\$18.27	\$18.59	\$18.92	\$18.92	\$19.25	\$19.59	\$19.93	\$19.93	\$20.28	\$20.63	\$20.99	\$21.36	\$21.73	\$22.11	\$22.51	\$23.01	\$23.53	\$24.06	\$24.60
15-Env Svc Attend 2	\$18.29	\$18.61	\$18.93	\$19.26	\$19.26	\$19.60	\$19.94	\$20.29	\$20.29	\$20.65	\$21.01	\$21.38	\$21.75	\$22.13	\$22.52	\$22.92	\$23.43	\$23.96	\$24.49	\$25.05
16-Sterile Proc Tech	\$18.39	\$18.70	\$19.03	\$19.36	\$19.36	\$19.70	\$20.04	\$20.40	\$20.40	\$20.75	\$21.12	\$21.49	\$21.87	\$22.25	\$22.64	\$23.03	\$23.56	\$24.08	\$24.63	\$25.17
17-Dietary Rep	\$18.72	\$19.03	\$19.37	\$19.71	\$19.71	\$20.05	\$20.40	\$20.76	\$20.76	\$21.13	\$21.50	\$21.88	\$22.26	\$22.65	\$23.04	\$23.44	\$23.97	\$24.51	\$25.06	\$25.63
18-Cook	\$18.82	\$19.15	\$19.48	\$19.82	\$19.82	\$20.17	\$20.52	\$20.88	\$20.88	\$21.25	\$21.62	\$22.00	\$22.38	\$22.77	\$23.18	\$23.58	\$24.11	\$24.65	\$25.20	\$25.77
20-Monitor Tech	\$19.18	\$19.51	\$19.86	\$20.20	\$20.20	\$20.56	\$20.92	\$21.28	\$21.28	\$21.65	\$22.03	\$22.41	\$22.81	\$23.21	\$23.62	\$24.03	\$24.57	\$25.12	\$25.69	\$26.27
21-Obstetrical Tech	\$19.25	\$19.59	\$19.93	\$20.28	\$20.28	\$20.63	\$20.99	\$21.36	\$21.36	\$21.73	\$22.11	\$22.51	\$22.90	\$23.30	\$23.71	\$24.12	\$24.67	\$25.21	\$25.79	\$26.37
22-Medical Asst	\$19.42	\$19.76	\$20.11	\$20.46	\$20.46	\$20.82	\$21.18	\$21.55	\$21.55	\$21.93	\$22.31	\$22.70	\$23.10	\$23.50	\$23.92	\$24.33	\$24.88	\$25.44	\$26.02	\$26.59
23-Anesth Tech	\$19.70	\$20.05	\$20.40	\$20.75	\$20.75	\$21.13	\$21.50	\$21.87	\$21.87	\$22.25	\$22.64	\$23.04	\$23.44	\$23.84	\$24.27	\$24.69	\$25.25	\$25.81	\$26.40	\$26.99
24-Pharmacy Tech	\$20.27	\$20.62	\$20.98	\$21.35	\$21.35	\$21.72	\$22.10	\$22.50	\$22.50	\$22.89	\$23.29	\$23.69	\$24.10	\$24.52	\$24.96	\$25.39	\$25.97	\$26.55	\$27.15	\$27.76
34-Medical Asst II	\$20.13	\$20.49	\$20.84	\$21.21	\$21.21	\$21.58	\$21.95	\$22.34	\$22.34	\$22.73	\$23.12	\$23.54	\$23.95	\$24.36	\$24.79	\$25.22	\$25.79	\$26.37	\$26.97	\$27.57
35-Pharmacy Tech II	\$20.69	\$21.05	\$21.42	\$21.79	\$21.79	\$22.18	\$22.57	\$22.96	\$22.96	\$23.36	\$23.77	\$24.18	\$24.61	\$25.04	\$25.48	\$25.93	\$26.51	\$27.10	\$27.72	\$28.34
40-Patient Telesitter	\$17.96	\$18.27	\$18.59	\$18.92	\$18.92	\$19.25	\$19.59	\$19.93	\$19.93	\$20.28	\$20.63	\$20.99	\$21.36	\$21.73	\$22.11	\$22.51	\$23.01	\$23.53	\$24.06	\$24.60

All Medical Assistants with a nationally-accredited medical assistant certification that is approved by the Employer and has a continuing education requirement will be placed on the Medical Assistant II pay scale.
All Pharmacy Technicians with a pharmacy technician certification approved by the Board of Pharmacy with a continuing education requirement will be placed on the Pharmacy Technician II pay scale.

Pursuant to Section 5.1, the following minimum wage rates shall be in effective as of the first full pay period following October 1, 2021:

Title	BASE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	18	20	25	30
1-Food Svc Assistant	\$16.06	\$16.34	\$16.62	\$16.91	\$16.91	\$17.21	\$17.52	\$17.82	\$17.82	\$18.13	\$18.45	\$18.77	\$19.10	\$19.44	\$19.78	\$20.12	\$20.57	\$21.03	\$21.51	\$21.99
3-Env Svc Attend 1	\$17.74	\$18.05	\$18.36	\$18.68	\$18.68	\$19.01	\$19.34	\$19.68	\$19.68	\$20.03	\$20.38	\$20.73	\$21.09	\$21.47	\$21.85	\$22.23	\$22.72	\$23.24	\$23.75	\$24.30
4-Transporter	\$17.74	\$18.05	\$18.36	\$18.68	\$18.68	\$19.01	\$19.34	\$19.68	\$19.68	\$20.03	\$20.38	\$20.73	\$21.09	\$21.47	\$21.85	\$22.23	\$22.72	\$23.24	\$23.75	\$24.30
5-Cnt Supply Asst	\$17.84	\$18.15	\$18.47	\$18.80	\$18.80	\$19.13	\$19.46	\$19.81	\$19.81	\$20.15	\$20.50	\$20.86	\$21.23	\$21.60	\$21.97	\$22.36	\$22.87	\$23.37	\$23.91	\$24.44
6-Anesth Asst	\$17.84	\$18.15	\$18.47	\$18.80	\$18.80	\$19.13	\$19.46	\$19.81	\$19.81	\$20.15	\$20.50	\$20.86	\$21.23	\$21.60	\$21.97	\$22.36	\$22.87	\$23.37	\$23.91	\$24.44
7-Pharmacy Asst	\$17.84	\$18.15	\$18.47	\$18.80	\$18.80	\$19.13	\$19.46	\$19.81	\$19.81	\$20.15	\$20.50	\$20.86	\$21.23	\$21.60	\$21.97	\$22.36	\$22.87	\$23.37	\$23.91	\$24.44
8-CNA	\$17.98	\$18.30	\$18.62	\$18.95	\$18.95	\$19.28	\$19.61	\$19.95	\$19.95	\$20.30	\$20.66	\$21.02	\$21.40	\$21.77	\$22.16	\$22.54	\$23.04	\$23.57	\$24.09	\$24.64
9-Sterile Proc Asst	\$18.39	\$18.72	\$19.04	\$19.37	\$19.37	\$19.71	\$20.05	\$20.41	\$20.41	\$20.76	\$21.13	\$21.50	\$21.88	\$22.26	\$22.65	\$23.04	\$23.57	\$24.09	\$24.64	\$25.18
10-Radiology Clerk	\$18.40	\$18.73	\$19.06	\$19.38	\$19.38	\$19.72	\$20.07	\$20.42	\$20.42	\$20.78	\$21.15	\$21.52	\$21.89	\$22.27	\$22.66	\$23.05	\$23.58	\$24.10	\$24.65	\$25.19
12-Pt Team Support	\$18.50	\$18.82	\$19.15	\$19.49	\$19.49	\$19.83	\$20.18	\$20.53	\$20.53	\$20.89	\$21.25	\$21.62	\$22.00	\$22.38	\$22.77	\$23.19	\$23.70	\$24.24	\$24.78	\$25.34
13-ER Dept Tech	\$18.50	\$18.82	\$19.15	\$19.49	\$19.49	\$19.83	\$20.18	\$20.53	\$20.53	\$20.89	\$21.25	\$21.62	\$22.00	\$22.38	\$22.77	\$23.19	\$23.70	\$24.24	\$24.78	\$25.34
14-Surgical Svc Asst	\$18.50	\$18.82	\$19.15	\$19.49	\$19.49	\$19.83	\$20.18	\$20.53	\$20.53	\$20.89	\$21.25	\$21.62	\$22.00	\$22.38	\$22.77	\$23.19	\$23.70	\$24.24	\$24.78	\$25.34
15-Env Svc Attend 2	\$18.84	\$19.17	\$19.50	\$19.84	\$19.84	\$20.19	\$20.54	\$20.90	\$20.90	\$21.27	\$21.64	\$22.02	\$22.40	\$22.79	\$23.20	\$23.61	\$24.13	\$24.68	\$25.22	\$25.80
16-Sterile Proc Tech	\$18.94	\$19.26	\$19.60	\$19.94	\$19.94	\$20.29	\$20.64	\$21.01	\$21.01	\$21.37	\$21.75	\$22.13	\$22.53	\$22.92	\$23.32	\$23.72	\$24.27	\$24.80	\$25.37	\$25.93
17-Dietary Rep	\$19.28	\$19.60	\$19.95	\$20.30	\$20.30	\$20.65	\$21.01	\$21.38	\$21.38	\$21.76	\$22.15	\$22.54	\$22.93	\$23.33	\$23.73	\$24.14	\$24.69	\$25.25	\$25.81	\$26.40
18-Cook	\$19.38	\$19.72	\$20.06	\$20.41	\$20.41	\$20.78	\$21.14	\$21.51	\$21.51	\$21.89	\$22.27	\$22.66	\$23.05	\$23.45	\$23.88	\$24.29	\$24.83	\$25.39	\$25.96	\$26.54
20-Monitor Tech	\$19.76	\$20.10	\$20.46	\$20.81	\$20.81	\$21.18	\$21.55	\$21.92	\$21.92	\$22.30	\$22.69	\$23.08	\$23.49	\$23.91	\$24.33	\$24.75	\$25.31	\$25.87	\$26.46	\$27.06
21-Obstetrical Tech	\$19.83	\$20.18	\$20.53	\$20.89	\$20.89	\$21.25	\$21.62	\$22.00	\$22.00	\$22.38	\$22.77	\$23.19	\$23.59	\$24.00	\$24.42	\$24.84	\$25.41	\$25.97	\$26.56	\$27.16
22-Medical Asst	\$20.00	\$20.35	\$20.71	\$21.07	\$21.07	\$21.44	\$21.82	\$22.20	\$22.20	\$22.59	\$22.98	\$23.38	\$23.79	\$24.21	\$24.64	\$25.06	\$25.63	\$26.20	\$26.80	\$27.39
23-Anesth Tech	\$20.29	\$20.65	\$21.01	\$21.37	\$21.37	\$21.76	\$22.15	\$22.53	\$22.53	\$22.92	\$23.32	\$23.73	\$24.14	\$24.56	\$25.00	\$25.43	\$26.01	\$26.58	\$27.19	\$27.80
24-Pharmacy Tech	\$20.88	\$21.24	\$21.61	\$21.99	\$21.99	\$22.37	\$22.76	\$23.18	\$23.18	\$23.58	\$23.99	\$24.40	\$24.82	\$25.26	\$25.71	\$26.15	\$26.75	\$27.35	\$27.96	\$28.59
34-Medical Asst II	\$20.73	\$21.10	\$21.47	\$21.85	\$21.85	\$22.23	\$22.61	\$23.01	\$23.01	\$23.41	\$23.81	\$24.25	\$24.67	\$25.09	\$25.53	\$25.98	\$26.56	\$27.16	\$27.78	\$28.40
35-Pharmacy Tech II	\$21.31	\$21.68	\$22.06	\$22.44	\$22.44	\$22.85	\$23.25	\$23.65	\$23.65	\$24.06	\$24.48	\$24.91	\$25.35	\$25.79	\$26.24	\$26.71	\$27.31	\$27.91	\$28.55	\$29.19
40-Patient Telesitter	\$18.50	\$18.82	\$19.15	\$19.49	\$19.49	\$19.83	\$20.18	\$20.53	\$20.53	\$20.89	\$21.25	\$21.62	\$22.00	\$22.38	\$22.77	\$23.19	\$23.70	\$24.24	\$24.78	\$25.34

All Medical Assistants with a nationally-accredited medical assistant certification that is approved by the Employer and a continuing education requirement will be placed on the Medical Assistant II pay scale.
All Pharmacy Technicians with a pharmacy technician certification approved by the Board of Pharmacy with a continuing education requirement will be placed on the Pharmacy Technician II pay scale.

Pursuant to Section 5.1, the following minimum wage rates shall be in effect as of the first full pay period following the dates listed below:

PATIENT ACCESS REPRESENTATIVES AND COMMUNICATIONS OPERATORS		
Step	10/1/2020	10/1/2021
Base	\$15.69	\$16.16
1	\$16.01	\$16.49
2	\$16.48	\$16.97
3	\$16.81	\$17.31
4	\$17.31	\$17.83
5	\$17.66	\$18.19
6	\$18.01	\$18.55
7	\$18.38	\$18.93
8	\$18.56	\$19.12
9	\$18.93	\$19.50
10	\$19.13	\$19.70
11	\$19.51	\$20.10
12	\$19.70	\$20.29
13	\$20.10	\$20.70
14	\$20.29	\$20.90
15	\$20.70	\$21.32
16	\$20.91	\$21.54
17	\$21.12	\$21.75
18	\$21.33	\$21.97
19	\$21.54	\$22.19
20	\$21.75	\$22.40
25	\$22.20	\$22.87
30	\$23.09	\$23.78

Pursuant to Section 5.1, the following minimum wage rates shall be in effect as of the first full pay period following the dates listed below:

LABORATORY ASSISTANTS		
Step	10/1/2020	10/1/2020
Base	\$16.89	\$17.40
1	\$17.19	\$17.71
2	\$17.49	\$18.01
3	\$17.80	\$18.33
4	\$18.11	\$18.65
5	\$18.43	\$18.98
6	\$18.75	\$19.31
7	\$19.08	\$19.65
8	\$19.41	\$19.99
9	\$19.75	\$20.34
10	\$20.10	\$20.70
11	\$20.45	\$21.06
12	\$20.81	\$21.43
13	\$21.17	\$21.81
14	\$21.54	\$22.19
15	\$21.91	\$22.57
16	\$22.40	\$23.07
17	\$22.91	\$23.60
18	\$23.42	\$24.12
19	\$23.95	\$24.67
20	\$24.49	\$25.22
25	\$25.04	\$25.79
30	\$25.61	\$26.38

MEMORANDUM OF UNDERSTANDING
Union Merger or Consolidation

The Union and the Employer hereby agree that if the Union merges, reorganizes or consolidates with another SEIU local (e.g., Local 1199NW or Local 503) during the term of this Agreement, the Employer will recognize the newly merged local as the exclusive representative of this bargaining unit, with all of the rights, duties and responsibilities that currently exist with SEIU Local 49. Upon such merger, reorganization or consolidation, the name of the union on the parties' Agreement will be amended to reflect this change without modifying any other provision of the Agreement, and employees' seniority and benefits accrued under the Agreement will be fully honored.

MEMORANDUM OF UNDERSTANDING
Limitations on Mandatory Overtime

The Employer and the Union hereby agree as follows:

- 1.** Scope of application. The term “Employee,” as used throughout this memorandum, shall apply exclusively to bargaining unit employees employed in the Medical Center in the classifications of CNA, Patient Team Support and Monitor Tech. No other bargaining unit classification is covered by this memorandum.
- 2.** Limitation on mandatory overtime. Subject to the time limitations in Paragraph 5, and except as referenced in Paragraph 3 below, no Employee who is scheduled to work a 12-hour shift will be required to work more than one (1) hour beyond the shift.
- 3.** Exceptions. The terms of Paragraph 2 do not apply to mandatory overtime that occurs:

 - a.** Because of unforeseeable emergent circumstances;
 - b.** Because of prescheduled on-call time;
 - c.** When the Employer documents that it has used reasonable efforts to obtain staffing on a voluntary basis; or
 - d.** When an Employee is required to work overtime to assist in completing a patient care procedure, and it would be detrimental to the patient if the Employee left.
- 4.** Reasonable efforts. Reasonable efforts, as used in Paragraph 3 above, include seeking qualified volunteers, contacting staff who have volunteered, and seeking the use of qualified relief staff. The Employer shall document these efforts.

 - a.** The reasonable efforts exception applies when unexpected staffing shortages occur, including shortages due to (1) unanticipated increases in census

that demand additional staffing, (2) exceptional staffing requirements (e.g., 1:1 staffing) that have recently emerged, or (3) same-day sick call or other unanticipated absences.

b. The reasonable efforts exception does not apply to overtime work that is used to fill vacancies resulting from chronic staff shortages. Accordingly, the reasonable efforts exception may not be used to staff for (1) unfilled positions resulting in holes in the schedule, (2) anticipated gaps in the schedule due to scheduled absences, or (3) frequently recurring increases in census that make the scheduled complement of Employees inadequate.

5. Duration. The provisions of this memorandum will remain in effect through September 30, 2020, at which time they will be discontinued.

MEMORANDUM OF UNDERSTANDING
Project Search

1. PeaceHealth Lower Columbia Region (“Employer”) and SEIU Local 49 (“Union”) recognize Project Search as a valuable program that helps to provide employment opportunities and access to benefits for persons with developmental disabilities. The program supports the core values of individual dignity and worth, social justice and collaboration. It is also consistent with the parties’ commitment in Section 3.1 of their Agreement to nondiscrimination on the basis of disability and to the accommodation of employees with disabilities.
2. The Employer and the Union will work collaboratively to provide information to address cultural barriers and misinformation that limits the acceptance of individuals with developmental disabilities in the workplace.
3. The parties agree that a limited number of positions in the bargaining unit may be posted as Project Search positions. Eligibility for these positions will, notwithstanding the language of Section 6.6 of the parties’ Agreement, be limited to employees or applicants who are qualified as Project Search candidates.
4. The parties further agree that an employee hired into a Project Search position will not, for the duration of the employee’s orientation period as a new hire, be subject to a temporary reduction in hours under Section 6.3 of the Agreement. The provisions under Section 10.2.1 of the parties’ Agreement regarding House Convenience (HC) will apply.

MEMORANDUM OF UNDERSTANDING
Severance Benefits

PeaceHealth St. John Medical Center (“Employer”) and Service Employees International Union Local 49 (“Union”) hereby agree as follows:

- 1.** PeaceHealth has adopted a new system-wide Severance Policy (“Policy”). Under the terms of the Policy, its provisions shall apply to caregivers covered by a collective bargaining agreement if their bargaining representative agrees in writing that the provisions are subject to the right of PeaceHealth to modify or terminate the provisions unilaterally at any time.
- 2.** Accordingly, the parties agree that caregivers represented by the Union are eligible to receive benefits under the Policy, in accordance with the terms of the 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 caregivers of the Employer.
- 3.** Under the terms of the current Policy, severance benefits are available to an employee in the event of a termination of employment resulting from position elimination or reduction in force, with no opportunity for recall. Under the terms of the parties’ Agreement, however, employees who are subject to layoff have recall rights pursuant to Section 6.2. Accordingly, the terms of the parties’ Agreement as written preclude the eligibility of bargaining unit members for severance benefits whenever a work force reduction occurs.
- 4.** The parties wish to avoid the outcome described in Paragraph 3 above. Accordingly, the parties agree that an employee, after having been notified of elimination of his/her position, may elect to receive severance benefits in accordance with the terms of the Policy. Employees must make this election in writing within seven (7) calendar days after having received notice of elimination of their position. Failure to satisfy this requirement shall result in forfeiture of the opportunity to elect severance benefits.

5. The election described in Paragraph 4 above is not available in the event of a reduction of hours worked or a reduction in FTE status. An employee's receipt of severance benefits is conditioned on the employee's termination of employment.

6. An employee's election to receive severance benefits in accordance with Paragraph 4 above shall constitute a waiver by the employee of any of the rights described in Section 6.2 of the parties' Agreement.

MEMORANDUM OF UNDERSTANDING
Medical Assistants

The following provisions of the parties' Agreement are modified as follows in their application to medical assistants employed in the Medical Group:

- 1.** Acquired provider or practice. A further exception to the limitations contained in Section 5.1.5 is as follows: A medical assistant shall be credited, if such accreditation is consistent with the terms of association between a provider or practice and the Medical Group, with all of his or her past continuous service with a provider or practice prior to association of that provider or practice with the Medical Group, for purposes of Section 5.1 and Section 10.1.
- 2.** Additional hours of work and overtime. The provisions of Section 5.2.8, including all subparagraphs, shall not apply to medical assistants.
- 3.** Changes in position status. If the review process described in Section 5.2.9 results in a determination that an increase in FTE is warranted, the posting of a position shall be subject to provider approval.
- 4.** Vacant positions. The placement of displaced employees in vacant positions pursuant to Section 6.2.2 shall be subject to provider approval.
- 5.** Reductions in force. The right to bump set forth in Section 6.2.4 shall not apply to medical assistants. If a provider to whom a medical assistant is primarily assigned determines that they are unable to continue working together, and an alternative position cannot be found for the medical assistant at the Medical Group, then the medical assistant shall be guaranteed a 90-day point status continuation from the date the medical assistant receives written notice of the provider's determination. The medical assistant will also have the first right to be selected for a vacant position for twelve (12) months thereafter.

6. Hiring priority for displaced medical assistants. Medical assistants whose status is impacted by the departure of a provider in the Medical Group shall, if qualified, have hiring priority over applicants from outside the Group for an opening that occurs in the Medical Group. In the event that the vacant position involves working for a newly hired provider, a qualified displaced medical assistant will have the first right to be selected for such position during the employee's 12-month recall period. In addition, a medical assistant whose status is impacted by the departure of a provider in the Medical Group shall be guaranteed a 90-day point status continuation from the date the medical assistant receives written notice of the provider's departure.

7. Department closures. The offering of employment pursuant to Section 6.2.7 shall be subject to provider approval.

8. Temporary reductions in hours. Temporary reductions in hours in reverse order of seniority pursuant to Section 6.3, paragraph 7, shall be subject to provider approval. The Employer shall make a good faith effort to find work for any medical assistant whose hours are disproportionately reduced in the Medical Group. Unless agreed otherwise between the medical assistant and the Employer, a medical assistant whose hours are reduced because the provider is temporarily assigned to an in-patient hospitalist position or on-call status shall, if work is not otherwise available, be placed on standby call status.

9. Filling of vacancies. The criteria set forth in Section 6.6.2 for the filling of vacancies shall be subject to provider approval.

10. Medical Assistant-Certified certification. For medical assistants employed by the Employer as of July 1, 2013, the Employer will pay for the costs of all Medical Assistant-Certified certification renewals through September 28, 2014. Thereafter, renewal costs will be the responsibility of the individual credential holder.

MEMORANDUM OF UNDERSTANDING
Lump Sum Payments

The Employer will make a lump sum payment following ratification of \$500.00 to all employees who are at Step 30 as of the date of ratification.

MEMORANDUM OF UNDERSTANDING
8/80 Bi-weekly Work Period Transition

- 1.** The employer shall not establish 80 hour/14 day schedules as detailed in 5.3.1 in those job classifications, departments, and units where it is not an established practice, unless by mutual agreement with the employee and the Union.
- 2.** During the life of this agreement, the Union may request a review of the necessity for an 80 hour/14 day work period schedule in a classification, department, or unit that uses such a schedule. The parties will meet and discuss the potential changes and negotiate a restructure to a 40 hour work-week schedule if warranted.

MEMORANDUM OF UNDERSTANDING
Implementation of the Wage Scale for Patient Access Representatives

1. Step and grade structure. A step and grade structure will be established as described in Appendix A.

2. Effective the first full payroll period on or after Oct 1, 2016:
 - a. All economic provisions of the contract will go into effect.

 - b. Each employee will then be placed on the step that most closely corresponds to their relevant years of experience.

 - c. All employees will receive at least a 3% wage increase. If placement on the relevant years of experience step is less than 3%, the employee will be placed on the appropriate step and will receive a one-time lump sum payment equivalent to 3% or the difference between the placement on the relevant step and 3%. The lump sum payment will be based on the FTE status at the time of ratification.

 - d. Employees whose pay rate is greater than the pay step rate for their relevant years of experience will be red circled until such time as the wage level surpasses their red-circled wage rate.

3. Review of credit for prior experience. Within 30 days following their placement on the step scale, employees will have a one-time opportunity to request that they be placed at a higher step based on their years of relevant experience. For each request received the Employer will review such request and respond within 30 days. Any adjustments will be retroactively paid back to the first full pay period following October 1, 2016. Those still eligible for a lump sum increase will receive the lump sum increase after the review process concludes.

4. Step progression.
 - a. All employees hired prior to October 2, 2016 will have a step placement date of October 2, 2016.

 - b. Employees will advance to the next step annually thereafter.

c. Employees hired after 10/2/2016 shall advance to the next step commencing the first full pay period following one year of service and annually thereafter.

MEMORANDUM OF UNDERSTANDING
Lab Assistant Scheduling

The following section 1. and 2. applies to Lab Assistants in lieu of sections 5.2.7; 5.2.8 a, b, d, e, f, g; 7.3. 3. listed below will also apply only to Lab Assistants.

1.1 Work schedules. Work schedules shall be posted ten (10) days prior to their effective date, unless highly unusual circumstances prohibit compliance with this provision. Except in cases of emergency, changes in the posted schedule will be by mutual agreement with the affected employee(s). Prior to the posting of the work schedule, the Employer shall schedule full- and part-time employees and shall make a good faith effort to maintain a consistency in the regular scheduled shifts, including start and end times, and days off of these employees.

1.2 Extra Shift Sign-up. After full and part-time employees have been scheduled and twelve (12) days before the schedule is to be posted under 1.1 above, the Employer shall notify per diem employees of available shifts. Within six (6) days of notification, per diem employees shall sign up for available shifts up to 112 hours in a scheduled period. Six (6) days prior to the posting of the work schedule, the Employer shall notify all employees of, and such employees may sign up for, available extra shifts. If more than one employee signs up for an available extra shift, the Employer shall first award the shift to the most senior qualified employee for whom the hours would constitute straight time. If no employees are available at straight time, the employer shall award the shift to the most senior qualified employee who has indicated availability to work the shift at overtime. It is understood, however, that this provision shall not (1) obligate the Employer to overtime hours, double-time pay or any other premium payments, or (2) prevent the employer from assigning work to per diem employees for the purpose, in the Employer's discretion, of maintaining the skills of said per diem employees.

1.3 Per Diem Scheduling. Provided work is available, per diem employees shall preschedule themselves to work a minimum of five (5) shifts per work schedule period,

including at least two (2) shifts on a weekend. If work is not available, Per Diem employees shall preschedule themselves to work a pro-rated minimum based on the work available and the amount of Per diem staff. Shifts worked as a result of a voluntary shift trade are excluded from the minimum work requirements. Notwithstanding the previous sentence, per diem employees must work a total of six (6) shifts per scheduling period, provided the work is available. A scheduled shift that is cancelled shall count as a worked shift. Per Diem employees who do not satisfy the scheduling requirement for two (2) months in a rolling six month period may be subject to corrective action. Per diem employees, where feasible, receive hours of work by seniority, provided skills and ability are relatively equal in the judgement of the Employer, and except where it is necessary to divide work among employees in per diem status to maintain skills.

1.4 Shift Trades: A shift trade including uneven trades is a voluntary arrangement made by two employees and approved by the Employer in its complete discretion. Shift Trades will not be unreasonably denied. All shift trades must be requested and approved by the department supervisor or designee in advance of the requested shift. An uneven shift trade may be denied if (a) there are current unfilled spots on the requested shifts, (b) if the shift trade including even trades result in unanticipated premium pay expense, (c) if a caregiver seeking the trade is not qualified to fill the position sought, and (d) if it would place a Per Diem caregiver over 112 hours for that scheduled period.

1.5 Back Fill Coverage. The Employer will make all reasonable efforts to maintain enough Per Diem and Float positions to cover PTO, vacancies, and leaves of absence.

1.6 Filling of temporary vacancies. If the employer decides to fill a temporary vacancy of four (4) weeks or more, the following process will apply:

- a. With regards to such vacancies the Employer will post all days of the temporary vacancies for a minimum of seven (7) calendar days including Saturday, Sunday and Holidays. The posting shall include regularly scheduled days of work including start and end times. During this period, all qualified part-

time, float, and per diem employees may bid on any regularly scheduled day or days of the temporary vacancy.

b. Posting(s) will be awarded in order of seniority by availability to work the entire position followed by seniority for the caregivers who are only available to work specific shift or shifts, provided that the scheduling of these hours does not result in the prescheduling of overtime. Shifts assigned to float employees in this manner shall count towards two prescheduled shifts per week.

c. For temporary vacancies that are not filled in their entirety as described in (b) above, the Employer may choose to hire temporary and/or agency employees to fill the complete and/or remaining shifts of the vacancy.

d. Temporary vacancy assignments terminate at the point that the vacancy no longer exists, or that the assignment extends past the initially posted expiration of the vacancy unless mutually agreed to between the employer and the employee.

1.7 Orphaned shifts. Once the final schedule has been posted additional shifts will be offered in order of seniority, to those employees who indicated their availability on the approved form. If more than one employee indicates an availability to work, the employer shall award the shift to the most senior qualified employee for whom the hours would constitute straight time. If no employees are available at straight time, the employer shall award the shift to the most senior qualified employee who has indicated the availability to work the shift at overtime. It is understood, however, that this provision shall not (1) obligate the Employer to overtime hours, double-time or any other premium payments, or (2) prevent the employer from assigning work to per diem employees for the purpose, in the Employer's discretion, of maintain the skills of said per diem employees.

1.8 Mandatory overtime. If no qualified employee has indicated availability to work the hours and no employee on shift is volunteering to work, the employer may choose to assign the hours to the least senior qualified employee who is on duty. The Employer

shall not, however, require an employee to work overtime consisting of three (3) or more consecutive hours on more than one occasion in a fourteen (14) day period except for emergent operational needs. The foregoing provision shall apply regardless of whether the employee's previous overtime within the fourteen (14) day period was voluntary or mandatory. For purposes of this paragraph, the fourteen (14) day period shall be deemed to commence as of the beginning of the overtime worked. An employee who agrees to come into work on the employee's scheduled day off will not be required to work mandatory overtime on that day.

1.9 Consecutive shifts. An employee who volunteers or is required to work a second consecutive shift may request the Employer to fill the latter half of the shift with another employee. In such cases, and where necessary, the Employer shall use good faith efforts to fill the remaining hours of the shift consistent with section 1 of this MOU.

1.10 Offers of additional hours. Once an employee has accepted a formal offer of additional hours of work, those hours will not be offered or awarded to another employee unless it is discovered prior to the commencement of working such additional hours that the offer was not in compliance with the terms of this Section 1. This provision shall not be interpreted to prohibit the Employer from restricting the number of hours worked by the employee on an additional shift that would be paid at the double-time rate of pay.

1.11 In order for the department to post the schedules, employee request for vacation or other time off should be submitted in the approved format before the extra shift sign-up is posted. The employer will however consider requests after that time frame, as they would with the normal Shift Trade process.

1.12 Restructure. Restructure means the reallocation of employees within a unit or department due to the merger, consolidation or other overall reorganization of units or departments resulting in a mandatory shift change, a mandatory unit or department change, change in regularly scheduled work hours and/or days and/or an increase in FTE status. If a restructure results in a reduction in force, however, the provisions of Section 6.2 shall apply instead of the provisions of this section. It is understood that

determinations regarding the staffing of units or departments, including whether the restructure of a unit or department is advisable, are the exclusive right of management.

MEMORANDUM OF UNDERSTANDING
Former ASCP Certification Differential (Lab)

The Employer and the Union hereby agree to the following provisions governing certain employees in the Lab Assistant III, formerly Lab Assistant II, classification:

1. Employees in the classification of Lab Assistant III, formerly Lab Assistant II, who have the ASCP certification and who were eligible to receive a differential for such certification as of February 1, 2006, shall continue to receive such differential at the rate of \$.40 per hour.

2. The employees covered in paragraph 1 will continue to receive the differential for as long as they continue in the Lab Assistant III classification and meet the certification qualification required of a Lab Assistant III. If for any reason they transfer or drop out of the Lab Assistant III classification and then re-enter it, they shall not be eligible for the certification differential.

MEMORANDUM OF UNDERSTANDING
Float Position Scheduling (Lab)

1. With the exception of Per diem and float positions, the employer is committed to maintaining pattern scheduling to all shifts except the two (2) four (4) hour weekend shifts that occur on Saturday and Sunday mornings and the existing dialysis up staffing days.
2. The employer will make a good faith effort to schedule float positions with no less than 12 hours of rest between shifts.
3. Float positions will be posted and assigned hours as either Day/Evening shifts or Evening/Night shifts.
4. Part-time float positions will be scheduled to work 20-24 hours a week. Existing float positions will be pre-scheduled to work (1) of the existing four (4) hour weekend shifts. Additionally, float employees will be assigned two (2) regular shifts, of ten (10) hours or eight (8) hours in length, that are available due to vacancy, PTO, or other absence.
5. Float employees may bid on additional shifts as described in Article 5.2
6. “Staffing” shall be a standing agenda item on the Labor-Management Committee who shall review the use and application of regular full-time, regular part-time, and part-time float and per diem employees. In the event the employer contemplates hiring an additional float position, the employer will use the procedure outlined in Article 6 of this agreement.

MEMORANDUM OF UNDERSTANDING
Assignment to a Different Work Area (Lab)

The Employer and the Union hereby agree that, the Employer shall make work assignment changes from one work location to another by moving employees from an area where there is capacity to an area where this is a need in, in the following order: (1) qualified volunteers; (2) qualified and available employees in reverse order of seniority. Employees may not refuse assignments to other work areas to perform work for which they are qualified. The Employer shall maintain a log of different work assignments including; day and time of assignment, the employee who was reassigned, and the location of the new assignment. Upon request, the parties shall meet to discuss patterns or trends in reassignments per this MOU. This provision is completely separate and independent from the provisions of Section 5.2.8.

MEMORANDUM OF UNDERSTANDING
Uniforms (Lab)

1. Standard Uniform, including tops and pants (or skirts), and outerwear in the case of House Calls staff, is required in order to create a consistent professional representation of all staff that work with our clients and patients. All clothes must be clean and neatly pressed.

2. Scrub Tops - All Laboratory Assistants will wear PeaceHealth blue scrub tops, purchased through the approved vendor. PeaceHealth Laboratories will purchase up to five (5) scrub tops per year per employee. Orders are usually placed twice per year in May and September.

2.1. A white, black, tan, gray, brown or khaki long sleeve (tight fitting around arms) turtleneck or t-shirt can be worn under the scrub top.

2.2. Only an approved vendor jacket with tight cuffs in the approved PeaceHealth blue may be worn over scrub tops. The employee may purchase a jacket from the approved vendor and the jacket sleeve style must be approved by the PeaceHealth Laboratories' Safety & Education Representative.

3. Pants – Employees will wear scrub pants, scrub skirts (mid calf length), dress pants, dress skirt (mid calf length), or capri pants (mid calf length) in solid white, tan, black, brown, gray or khaki (e.g. Chino style). Pants will be bright, non-faded and plain leg. No pockets, ties, or buttons are allowed on leg of pants, with the exception of scrub pants which may have pockets. No denim, knit or corduroy material, or five pocket jeans are allowed.

3.1. Scrub pants or skirts in the approved PeaceHealth Blue can be purchased from an approved vendor in order to insure an accurate color match.

4. Jacket - PeaceHealth Laboratories will purchase one coat and one windbreaker for the House Shoes - Shoes and socks must be clean and comfortable for walking. Staff

may wear black, brown, grey shoes or white athletic style shoes (with color trim within reason), or boots. All shoes or boots should be leather or leather like material.

4.1. Open-toe shoes are prohibited anywhere in the lab, Patient Service Center (PSC), or Physician Office Lab (POL).

5. Laundering of Scrubs:

5.1. The employee is responsible for laundering their own scrub tops and arriving to work wearing clean, ironed clothing except that scrub tops that become contaminated with blood or other body fluids during the work day will be laundered by the Employer.

5.2. Employees are encouraged to keep an extra set of clothing at work in the event that their clothing becomes contaminated with blood or other body fluids during the work day.

6. Employee Leaving the Organization: All employees must return all uniform items within one day of termination if employment or as mutually agreed upon. If an employee fails to timely return all uniform items the employee shall not be entitled to payment for any accrued but unused PTO upon termination of employment.

MEMORANDUM OF UNDERSTANDING
Employee Training (Lab)

New hire training will be consistent with the guidelines and procedures identified below. New caregivers will not be eligible to fill a regular assignment in the department (including working additional hours or overtime in the assignment) until the employee successfully completes the training provided for herein to the employer's satisfaction.

A. During the first week of employment for all new hires with PeaceHealth Laboratories, employees will attend an orientation period that will consist of the following:

- 1.** The first two (2) days will consist of caregiver orientation.
- 2.** The third day the caregiver will report directly to their supervisor in the laboratory.
 - a.** The caregiver will follow the standardized training format set forth by PeaceHealth Laboratories and the Committee of Excellence (COE) for Pre-Analytic services.
 - b.** The caregivers will receive an orientation/training notebook, which will include the following:
 - PeaceHealth Caregiver Model and behavioral expectations
 - Caregiver job description and tasks
 - New caregiver skill checklist
 - Competencies and Quizzes (initial and six month in compliance with CAP GEN.55500)
 - c.** New caregivers will be provided onboarding information, guidance, and resources via Crossroads.
 - d.** Caregivers will be provided copies of all Standard Operational Procedures (SOP) and will be expected to read and become familiar with them.

- e. Caregivers will be required to sign and acknowledge receipt of these SOPs.

B. New caregivers will be trained for at least one week in each of the following areas:

- 1. Emergency Department
- 2. Outpatient Laboratories
- 3. Inpatient areas

C. New caregivers will be trained on each of the three (3) shifts.

D. New caregivers will shadow and be observed by current PeaceHealth caregivers.

- 1. Caregivers that observe new caregivers will sign off the skill checklist with initials and completed date (including year).

E. Observation and review of all new caregivers will be by the supervisor or designee.

- 1. All training and competency documents must be approved and signed by the supervisor/or designee before a caregiver can assume assigned responsibilities in their new position.
- 2. Training periods may be shortened at managements discretion based on prior experience and demonstrated competence.

F. General Training Requirements for All Caregivers:

- 1. All caregivers must comply with CAP GEN.55500 and be assessed annually which include the six (6) elements described in CAP GEN.55500

2. For all caregivers, retraining and reassessment of employee competency must occur when problems are identified with employee performance.
3. Caregivers on extended leave of absence must complete onboarding competencies before returning to their assigned tasks.
 - a. Caregivers taking greater than six (6) month of leave must complete the “new caregiver” expectations and onboard training.

G. Supplemental Training Needs;

1. Prior to the completion of their probation period, an employee who has been signed off by the supervisor/designee may be required to undergo supplemental training when the employer is aware that employee’s skills are deficient.
2. The employer shall coach the employee concerning relevant areas of deficiency.
3. During the supplemental training, the employer shall make a good faith effort to assign the caregiver with a qualified employee. If no qualified employee is available the employer will assign the employee where they are currently proficient.
4. SEIU 49 and the Employer both mutually agree that the intent of requesting supplemental training is not intended for the purposes of initiating disciplinary action.

This Memorandum of Understanding will be effective for all employees hired after the effective date of the parties’ Agreement and will remain in effect for the term of this Agreement.

MEMORANDUM OF UNDERSTANDING
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 caregiver's prior fiscal year 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.

Certified employees will notify their manager in writing at the time certification is received and will provide a copy of the original certification document. 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 that are required for their position.

MEMORANDUM OF AGREEMENT
Temporary Reductions in Force

Service Employees International Union (SEIU) and PeaceHealth St. John Medical Center (Employer) hereby enter into the following Memorandum of Agreement ("Agreement").

In reference to 6.3 Departments may vote to implement an equitable rotation of Low Census hours.

Employees (other than relief employees) within each department may vote, with majority rule, provided the scheduling and operational needs of the department are met under this alternative process.

Within the volunteer category (# 3) low census will be distributed on an equitable basis within a six (6) month period that starts with the most senior employee, provided the remaining employees are qualified to perform the work.

Within the mandatory category (# 7), low census will be distributed on an equitable basis within a six (6) month period that starts with the least senior employee, provided the remaining employees are qualified to perform the work.