



# COLLECTIVE BARGAINING AGREEMENT

*between*

LEGACY EMANUEL HOSPITAL & HEALTH CENTER



INTERNATIONAL UNION  
LOCAL 49

*in effect from*

JULY 14, 2021

*through*

JUNE 30, 2026

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## AGREEMENT

THIS AGREEMENT is made and entered into on July 14, 2021 by and between LEGACY EMANUEL MEDICAL CENTER, RANDALL CHILDREN'S HOSPITAL and the UNITY CENTER FOR BEHAVIORAL HEALTH of Portland, Oregon, hereinafter called "Hospital," and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49, of Portland, Oregon, hereinafter called "Union." It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours, and conditions of employment to be observed between the parties. This Agreement supersedes all existing agreements that may have previously been entered into between the parties.

### ARTICLE 1 – Recognition

1.1 The Hospital recognizes the Union as the exclusive collective bargaining agent and agrees to deal with the Union with respect to wages, hours, working conditions, adjustment of grievances, and all other conditions of employment for all employees employed in the "nonprofessional" job classifications covered by this Agreement, as provided in the attached Appendix A. Classifications not mentioned are excluded. The provisions of this Agreement shall not apply to any individual enrolled as a student in any of the in-service training programs of the Hospital.

### ARTICLE 2 – Union Security

2.1 It shall be a condition of employment that all employees of the Hospital covered by this Agreement who are members of the Union, or have applied for membership on the effective date of this Agreement shall remain members in good standing or agency fee-payer, and those who are not members on the effective date of this Agreement shall no later than the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing or agency fee-payers in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall within thirty-one (31) days following the beginning of such employment, become and remain members in good standing or agency fee-payers in the Union.

2.2 At the time a new employee is hired who will be subject to this Agreement, the Hospital shall deliver to the employee a written notice stating that the Hospital recognizes the Union as the collective bargaining agent for the employees covered by this Agreement and quoting or paraphrasing the provisions of Article II of this Agreement. Not later than the tenth (10th) day of the following month, the Hospital shall supply the Union with the names, addresses, department and classifications of work of new employees, employees who have transferred into the bargaining unit, employees who have transferred to a different department or classification within the bargaining unit, employees rehired into the bargaining unit, and the names of employees terminated or transferred to a different department or classification outside the bargaining unit.

2.3 Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to make payments to the Union as provided in Section 2.1 above. Such employee(s) shall, however, be required to pay a sum equal to the Union's periodic dues and initiation fees to one of the following nonreligious, non-labor organization charitable funds:

- A. United Way;
- B. American Cancer Society;
- C. Emanuel Foundation; or
- D. Randall Children's Hospital at Legacy Emanuel.

Payments are to be made on a regular monthly basis or in advance and receipts are to be sent to the President of the Union by the employee.

2.4 The Union shall notify the Hospital in writing of delinquent members, and the Hospital will contact a delinquent employee who shall clear the delinquency with the Union within thirty (30) days from receipt of such employee's name by the Hospital or such employee shall be subject to dismissal. The Union agrees that it shall be reasonable in cases involving hardship.

2.5 Employees who are required thereunder to maintain membership, or pay to a charity, and fail to do so, shall upon notice of such fact in writing from the Union to the Hospital be replaced by a competent employee who is a member or is willing to abide by this Agreement; provided, however, the Hospital shall not be required to discharge such employee until a replacement can be obtained.

2.6 The Hospital shall not establish jobs or job titles for the purpose of excluding employees from the bargaining unit.

2.7 If the Union properly files a lawful representation petition with the National Labor Relations Board seeking to represent an entire non-covered classification as part of the bargaining unit covered by this Agreement, Hospital will agree to the holding of a National Labor Relations Board election. The term "non-covered classification" shall be defined as that category or unit that employs workers engaged in the same or similar work.

### **ARTICLE 3 – Union Dues Check-off**

3.1 The Union will provide the Hospital monthly with a list of employees indicating the monthly dues and initiation fees. The Union will also provide the Hospital with notice of the check-off authorization in accordance with Section 3.3, below. The authorization may be revoked by an employee with thirty (30) days written notice to the Union.

3.2 The Hospital shall also deduct voluntary COPE contributions from the pay of each employee who voluntarily executes a signed wage assignment form authorizing the Hospital to deduct such contributions from their paycheck. The Union will provide the Hospital with notice of the voluntary wage assignment in accordance with Section 3.3, below. The amount to be deducted shall be the amount designated by the employee on his/her voluntary written authorization. The voluntary wage assignment may be revoked by the employee at any time.

3.3 The parties acknowledge and agree that the term "authorization" as provided in this Agreement includes authorizations created and maintained by the use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for payment to the Union, and authorization for voluntary deductions from wages for COPE contributions for payment to the Union, subject to the requirements of state and federal law.

3.4 Deductions for initiation fees, voluntary COPE contributions, and dues will be made from employees' paychecks due on a designated pay day of each month and submitted to the Union office. Monies so deducted shall be transmitted/postmarked to the office of the Union within fourteen (14) days of the payroll deduction and shall be accompanied by a list of the employees, designated as members or fee payers, with their employee number, monthly pay (excluding overtime) and the amount deducted. This information will also be provided electronically in Microsoft format. The parties agree that in case of error, proper adjustment will be made in the employee's subsequent paycheck, if appropriate. In addition, the Hospital shall provide to the Union on a monthly basis employee information which shall include the employee address, telephone number, job title,

seniority date, hours status (full-time or part-time), employment status (regular, temporary or supplemental), and department code.

3.5 The Union shall indemnify the Hospital and save it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Hospital for the purpose of complying with the provisions of Article 2 and/or 3, or in reliance upon any assignment and authorization form, list or information which shall have been furnished the Hospital under such provisions.

#### **ARTICLE 4 – Hospital Control**

4.1 Except as specifically limited herein, the Hospital shall control and supervise all operations and direct employees, including selection and hire, make work assignments, determine job content and job duties, classify and reclassify, promote, control and regulate the use of all equipment and other property of the Hospital, maintain discipline and efficiency among the employees, discipline or discharge for just cause, demote, suspend, layoff, transfer or relieve them from duty, subject to this Agreement and grievance procedure. The Hospital shall be the judge of the qualifications of all employees.

#### **ARTICLE 5 – Hours of Employment and Overtime**

5.1 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

5.2 Definitions: “Workweek” as referred to in this Article is defined as the calendar week. It begins at 12:01 A.M. Sunday and ends at 12:00 midnight the following Saturday. “Workday” as referred to in this Article shall mean and consist of the twenty-four (24) hour period further defined as from midnight to midnight. Hours worked are attributed to the day an employee clocks in.

5.3 Overtime Pay: Employees shall be paid at the rate of one and one-half (1-1/2) times regular rate of pay for all hours worked in excess of one of the following:

- A. Forty (40) hours within any one work week.
- B. Hours in excess of the employee’s regularly scheduled shift, of at least eight (8) hours, in any one workday.
- C. An employee working a mutually agreed-upon in writing schedule based upon eighty (80) regular hours of work in a fourteen (14) day period will receive overtime compensation for hours worked over eighty (80) hours in the fourteen-day (14) period and for hours worked over eight (8) hours in a workday.

An employee may not work more than forty (40) hours of overtime in a pay period (forty-eight (48) hours for employees working 12-hour shifts) unless by mutual agreement between the Hospital and the employee. In the event of mutual agreement to exceed forty (40) hours of overtime in a pay period (forty-eight (48) hours for employees working 12-hour shifts), such overtime shifts must be offered in order of seniority.

5.4 Pay for work on scheduled days off: Full-time employees working on their regularly scheduled days off shall be paid at the overtime rate of pay, except when there is a change of schedule agreed upon between the employee and the Hospital.

5.5 Reporting for work early: Employees who are required to report to work earlier than their regular start time for an extra shift or a regular shift will receive premium pay of time and one-half for the hours prior to their regular start time. This premium pay may be waived in writing if the employee volunteers to change their start time.

5.6 A. Change in schedules: The Hospital may establish and/or revise work schedules on a department-wide basis. Schedules for regular employees shall be posted at least two pay periods in advance. When such schedules are established or revised, scheduled positions shall be filled, as provided in Article 20. After an individual employee receives their schedule, except in cases of emergency, the individual schedule can be modified by mutual agreement between the Hospital, the employee, and the Union. However, absent the mutual agreement the Hospital by giving a minimum of 21 calendar days' notice can change the schedule by not more than two (2) hours change of start time, or not more than two (2) hours change of quit time. This change is limited to up to one two-hour change per employee per scheduling period and will not alter the original bid number of hours.

B. Rebidding: The parties agree that departmental reorganizations known as "re-bids" are disruptive to both the Hospital and the employees. Therefore, the Hospital agrees to attempt to minimize their use to the extent possible while retaining the discretion to determine when such re-bids are appropriate. If the Hospital determines that a re-bid is appropriate, it shall be processed as follows:

1. The Hospital will provide the Union with 30 calendar days' notice of its intent to re-bid a department.
2. Upon request from the Union, the Hospital will meet with the Union to explain the reason for the re-bid and discuss potential alternative processes.
3. If the Hospital and the Union are unable to agree on an alternative process prior to the expiration of the 30-day notice period, the following process shall apply:

All positions shall be posted in their entirety including the classification, schedule, hours, and supervisor within the Department. Employees shall, in order of seniority, choose which position they shall be placed into within their current classification; except for employees in the Food and Nutrition and Housekeeping Departments who may change classification. The positions shall be posted at least fourteen (14) calendar days prior to this process taking place. Employees shall have the right to consult with Union representation prior to making their decision. A union representative shall have a right to be present during the rebid process, which will occur at a date, time, and location mutually agreeable to the Hospital and the Union, but in no event may it occur later than twenty-one (21) calendar days after the positions are posted for rebid.

It is understood and agreed by both parties that whenever a layoff or reduction of shifts occurs, that shall be done according to Article 20, Section 4, "Layoff and Reduction of Hours." Employees may choose a voluntary layoff before or during any rebid that will result in a change in employment status as defined in Article 12. Employees who elect a voluntary layoff waive their bumping rights under Article 20, Section 4, and they will not be eligible for severance pay under the Hospital's Employee Transition Policy. It is further understood and agreed by both parties that nothing in this paragraph waives any right an employee may otherwise be entitled to elsewhere in this Agreement.

C. Posting Additional Hours for Part-Time Employees: Part-time employees who wish to work additional hours made available due to temporary scheduling changes may indicate their availability in accordance with each department's scheduling period/procedure. The Hospital will assign hours to those who have indicated their availability and are qualified to do the work in seniority order except when the additional hours will constitute overtime or will result in other premium pay. It shall be permissible, but not mandatory, for the Hospital to disrupt current work schedules to assign hours to employees who have indicated their availability. If an employee who has indicated availability refuses an assignment, the employee's name may be removed from eligibility for additional hours for that scheduling period, in accordance with department practice.

D. Offering Additional Hours to Supplemental Employees: If the hospital cannot fill available hours using part-time employees in accordance with Section 5.6(C), above, it will then make reasonable efforts

to offer hours to supplemental employees in date of hire order. Supplemental employees shall be offered hours before full-time or part-time employees who would receive overtime or other premium pay for the same hours.

E. Offering Overtime Hours: If the hospital cannot fill available hours as described in Sections C and D, above, and determines that overtime or other premium pay shall be available, the hospital shall award overtime or other premium pay shifts in the following order:

1. Full-time and part-time employees who have indicated their availability, in seniority order.
2. Supplemental employees who have indicated their availability, in hire date order.

Notwithstanding the foregoing, hours that already have been offered in seniority order as described above but have not been filled, may be filled in first-come, first-served order rather than in seniority order in accordance with department practice.

5.7 Shifts Longer Than Eight (8) Hours: The Hospital can assign employees to shifts in excess of eight (8) hours, with the employee's written agreement, or if the employee accepts a job working shifts longer than eight (8) hours.

5.8 Shifts Shorter Than Eight (8) Hours: The Hospital will not assign employees to a regular shift of less than eight (8) hours, absent mutual agreement between the employee, the Hospital, and the Union, except that part-time employees in the Food & Nutrition Department may be assigned to shifts shorter than eight (8) hours, pursuant to longstanding practice.

5.9 Any employee who does not own or have access to a motor vehicle and who is required to work for only four (4) hours on the night shift (2300 hours to 0700 hours), shall have the option to refuse such work, unless the Hospital provides transportation home when the employee completes work. This section does not apply to any employee either specifically hired for, or voluntarily placed on, such a four (4) hour schedule.

5.10 Reduction of Hours: Any reduction in shifts or layoff shall be done in accordance with Article 20, "Seniority." Reduction of hours currently known as "daily flexing" shall be processed as follows:

A. Prior to implementing the daily flexing procedure within a job classification, the Hospital will float the surplus staff to other areas of the Hospital whenever the need exists. During temporary periods of daily flexing, the Hospital will first ask employees who have signed a list (or followed an alternative process as determined by the Department) indicating their desire to be offered flexing, in seniority order within the department, shift and job classification, to take time off before determining and implementing the reduced staffing schedule required. In the event there are insufficient volunteers, daily flexing shall be done in accordance with seniority, with the least senior person within a classification and department and shift having to go home first. All scenarios require that the employees remaining have the necessary skill and ability to effectively perform the job.

B. Daily flexing shall not be done for arbitrary or capricious reasons.

C. Employees who are flexed, whether voluntarily or involuntarily, will not be required to use Annual Paid Leave (APL).

D. When a work area/unit in Housekeeping is closed for a Holiday or other planned closure, this section shall apply to Housekeeping employees working in that work area/unit.

5.11 Weekend Work: The Hospital will not schedule full-time employees to work two full weekends (e.g., both Saturday and Sunday) in a row, unless with mutual agreement between the Hospital and the employee.

5.12 Rest Between Shifts: Unless the employee volunteers, the Hospital shall not preschedule employees to work with less than ten (10) hours of rest between shifts. This provision shall not apply to voluntary trades of shifts between employees.

## **ARTICLE 6 – Reporting Pay**

6.1 Minimum Hours Paid: All employees reporting for scheduled work or requested to report for work shall be guaranteed not less than four (4) hours of employment on the day reporting. Employees may, however, individually waive this guarantee and leave work upon being released by the Hospital. If upon reporting to work, the work for which the employee was scheduled is not available, the Hospital may reassign the employee for that day consistent with their job classification.

6.2 Call-in with Short Notice: Regularly scheduled employees called to work on what would otherwise have been a regularly scheduled day off, and supplemental employees called to work, who do not receive at least one (1) hour notice before the start of the required shift, shall be paid for the hours of work actually performed plus one (1) hour; provided the employee shall be paid not less than four (4) hours nor more than eight (8) hours pay in any one shift, unless they work more than eight (8) hours in that shift.

6.3 Meetings on Scheduled Days Off: The Hospital may require employees to attend meetings on days which they are not regularly scheduled, provided the Hospital has given the employee at least seven (7) days prior notice. The Hospital shall pay such employees for the actual time spent attending such a meeting, but not less than 2 hours, at the rate of time and one-half (1 ½) the regular rate of pay. Employees who attend meetings on a voluntary basis will be compensated at the applicable rate of pay. There is no mandatory attendance for employees at staff meetings scheduled during the employee's day off, unless the employee is informed that the meeting is mandatory and in such cases will be paid at the premium pay rate described above.

## **ARTICLE 7 – Wage Rates**

7.1 The minimum wage rates for the classifications in this unit shall be set forth in Appendix A. Any increase in the wage rates must have the mutual agreement of the Union and the Hospital.

Employees will receive a step increase under the current wage scale effective the first pay period following ratification. Effective the first pay period after April 1, 2022, they will begin receiving their step increase on their anniversary date.

The attached wage scale will be implemented effective August 15, 2021, or two pay periods following ratification, whichever is later. Effective on that date, employees will be placed on their then-current step on the new wage scale.

All employees eligible for the new Step 16 will receive it on implementation of new wage scale.

The new wage scale will be adjusted in future years of the collective bargaining agreement as follows (to be effective in the pay period following the stated dates):

Effective July 1, 2022 – 3%

Effective July 1, 2023 – 3%

Effective July 1, 2024 – 2.5%

Effective July 1, 2025 – 2.75%

7.2 Leadworker: The leadperson(s), assigned at the sole discretion of the Hospital, shall be paid one dollar (\$1.00) per hour minimum. Leadworker duties typically will include making work assignments, assisting with problem solving, and training duties.

7.3 Work in Higher Classification: Any employee who, as part of his or her regular work schedule, performs work in a higher paid classification in or out of the bargaining unit for one (1) or more hours shall be paid at a rate in the higher classification that will provide an increase of at least thirty five cents (\$.35) per hour. This provision shall not apply to voluntary shift trades between employees.

7.4 Temporary Work in a Lower Paid Classification: Any employee regularly assigned to a classification and temporarily assigned to work in a lower-paid classification shall be paid at his or her regular rate of pay for the shift worked.

7.5 Change of Classification: An employee promoted from one classification to another shall be paid at the first step rate of the new classification which is next above his or her former rate and which will provide an increase of at least thirty-five cents (\$.35) per hour. An employee who changes from a higher to a lower classification shall be credited with the same number of years of service when determining the pay level in the lower classification. In either case, the eligibility date for future increases will not change.

7.6 Standby Pay/Call Worked: Employees on standby status shall be paid four dollars (\$4.00) per hour for standby hours, or seven dollars (\$7.00) per hour for standby hours on holidays, including continuation of such standby pay when called to work, and a minimum of three hours of work at time and one-half (1-1/2) pay as provided by Hospital policy LHS.500.201. Any change in that policy must be negotiated with the Union. Any increase in standby pay for non-union employees in the same or similar job classifications at other Legacy facilities shall also be provided to bargaining unit employees. Employees with twenty (20) years or more seniority shall be given preference to be excused from being on stand-by whenever possible.

7.7 Ten-year Differential: Employees who have completed 10 years of uninterrupted service with the Hospital shall receive a differential of one dollar (\$1.00) per hour. Effective upon ratification, the ten-year differential will be one dollar and ten cents per hour. Ten-year differential shall be included in APL and Extended Illness (EIB).

7.8 Shift Differential: The shifts under this Agreement shall be defined as follows:

Shift 1 – the hours from 0700 - 1530.

Shift 2 – the hours from 1500 - 2330

Shift 3 – the hours from 2300 - 0730

Shift differential is paid when the majority of scheduled hours worked occurs during Shift 2 or 3 for approved jobs. Regularly scheduled shifts where the majority of hours fall within Shift 1 do not receive shift differential. Time worked that is less than four contiguous hours is not considered a shift.

When the majority of hours worked on an approved job and shift qualifies for shift differential, the differential shall be paid on all hours actually worked, including additional hours worked contiguously with the original shift, either preceding or following the original shift. When a shift that normally would have qualified as Shift 2 or Shift 3 is cancelled in mid-shift, the hours actually worked will be paid with the shift differential applicable, even though the majority of hours actually worked would not have otherwise qualified. Shift differentials shall be included in APL and EIB leave paid.

Approved non-contiguous additional hours are paid at the differential rate applicable to the majority of hours worked, regardless of the length of the additional hours.

Shift Differential Rates:

Shift 2:\$1.40 per hour

Shift 3:\$2.50 per hour

Any increase in shift differential rates for non-union employees in the same or similar job classifications at other Legacy facilities shall also be provided to bargaining unit employees.

7.9 Twenty-Year Bonus Payment: All bargaining unit employees who reach twenty (20) years of service at the Hospital shall receive a \$500 lump-sum bonus payment at that time (prorated by FTE for part-time employees).

7.10 Twenty-Five-Year Bonus Payment: All bargaining unit employees who reach twenty-five (25) years of service at the Hospital shall receive a \$500 lump-sum bonus payment at that time (prorated by FTE for part-time employees).

7.11 Participation in Incentive Programs: The parties agree that bargaining unit employees will participate in system-wide incentive programs in which employees in the same or similar classifications at other hospitals within the system participate. Changes in or the discontinuance of such incentive programs, to the extent that they provide pay or benefits in excess of those provided under this Agreement, will be within the Hospital's absolute discretion and shall not be subject to bargaining with the Union, unless the bargaining unit is the only group to be impacted by such changes or discontinuance.

**ARTICLE 8 – Credit for Prior Experience**

8.1 New Hires: Credit will be given new employees in the tenure brackets set forth in the wage rates in Appendix A for prior job-related experience. Credit shall commence on the date satisfactory proof is provided by the new employee of such prior job-related experience at which time such employees shall be advanced in tenure to one (1) bracket lower than the bracket for which they would have qualified had all such experience been earned in the Hospital's facility. Upon request, the Hospital shall provide an explanation to the Union of a new employee's placement on the wage scale based upon that new employee's prior job-related experience.

8.2 Rehires: Employees who are rehired into their prior classification or a new classification within one year after separating, shall be given credit for prior experience without one (1) bracket reduction and shall retain original union seniority date.

**ARTICLE 9 – Annual Paid Leave**

9.1 Annual Paid Leave shall be accrued by eligible employees in lieu of vacation, holidays and sick leave. The intent of this benefit is to allow each employee to utilize APL as that individual determines it best fits their own personal needs.

9.2 Regular full-time and part-time employees shall be eligible for APL. A probationary employee shall accrue APL during their probationary period. APL may be used as soon as it is accrued.

9.3 Employees covered by this contract shall receive paid time from work as provided and administered under the policy entitled APL Program (LHS 500.304).\*

A. Eligible employees shall accrue APL as follows:

Months of Continuous Service	Hourly Accrual Rate	Maximum Annual Accrual	Maximum APL Balance
0 to 60	.0962	200 (25 days)	560 hours
61-120	.1154	240 (30 days)	560 hours
121-180	.1347	280 (35 days)	560 hours
181-240	.1424	296 (37 days)	560 hours
241 or more	.1462	304 (38 days)	560 hours

\* Any improvements to the APL program during the term of the agreement will be provided to the bargaining unit.

9.4 Employees required to work on the following designated holidays will be compensated one and one-half (1-1/2) times their regular rate of pay. In addition, employees may elect to access APL to be paid regular straight time holiday pay, whether or not they are also working on the holiday.

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

If Legacy adds Juneteenth as a recognized holiday, it will be added to this Section 9.4.

9.5 The Hospital will honor employees' requests to use APL on religious holidays or other specific recognition days, such as Martin Luther King Day to the extent possible with consideration to scheduling and patient care needs.

9.6 Extended APL Leave: Employees with at least one (1) year of service with the Hospital may be granted between four and six consecutive calendar weeks of APL if they meet the following conditions:

- A. They have accrued sufficient APL to cover the entire absence;
- B. They are going to use the accrued APL to travel at least 2500 miles (one way) to visit family members (as defined in LOA policy# LHS.500.401);
- C. They have requested the extended APL in accordance with their Department's APL policy.

The parties agree that requests for extended APL leave will be processed and scheduled in the same manner as other APL requests -- in accordance with applicable department policy. Nothing in this section alters the Hospital's right to establish the number of employees who may be off on APL at any one time. If employees are experiencing difficulty in scheduling extended APL leave in a particular department, the Union may request review of the department policy on APL scheduling. Such review may occur only once per calendar year in each department, and does not include any departments for which there is a current Side Letter of Agreement on APL Usage, except by mutual agreement.

#### **ARTICLE 10 – Bereavement Pay**

Covered under LOA policy# LHS.500.401.

## **ARTICLE 11 – Retirement**

11.1 **Retirement**: The Hospital agrees to maintain the Legacy Employee Retirement Plan for the duration of this collective bargaining agreement on behalf of employees who are qualified to participate in accordance with its terms and shall not reduce the benefits provided thereby unless required by the terms of a state or federal statute.

11.2 **Matched Savings Program**: The Hospital will extend and maintain the Legacy Health 403(b) Defined Contribution Plan and any improvements in this program to the employees covered by this Agreement.

11.3 Any improvements negotiated in the Legacy Good Samaritan retirement provisions of the collective bargaining agreement will be extended to the Legacy Emanuel SEIU Local 49 bargaining unit.

## **ARTICLE 12 – Definitions**

12.1 **Probationary Employees**: Employees shall be considered probationary employees during the first ninety (90) days of work in the bargaining unit. Employees who are rehired into the same department or classification within one year of separation will not be required to serve a new probationary period. During this probationary period employees may be discharged without recourse to the grievance procedure. With mutual agreement in writing between the employer and the employee, this probationary period can be extended for an additional thirty (30) days.

12.2 **Regular Full-time Employees**: A full-time employee is one who is employed to regularly work thirty-six (36) hours or more per seven (7) day work period or seventy-two (72) hours or more per fourteen (14) day work period. Such employee shall accumulate and receive all employee benefits as provided in this Agreement subject to length of service, eligibility date requirements when he/she becomes, and so long as he/she remains, a full-time employee.

12.3 **Regular Part-Time Employees**: Part-time employees, who work at least twenty-four (24) but less than thirty-six (36) hours in a seven (7) day work week or at least forty-eight (48) but less than seventy-two (72) hours in a fourteen (14) day work period, shall accumulate and receive employee benefits as provided in this Agreement subject to length of service, eligibility dates, and hours of eligibility for the particular employee benefit, some of which may be prorated on the basis of hours worked.

12.4 **Regular Non-Benefited Part-Time Employees**: Part-time employees who work in a budgeted position and work less than forty-eight (48) hours in a fourteen (14) day work period. Such employees are not eligible for benefits, except as may be provided by Legacy policy.

12.5 **Temporary Employees**: A temporary employee is one who is temporarily hired for a period not to exceed three (3) months as an interim replacement or for temporary work on a predetermined work schedule. The period of temporary employment may, however, be extended by mutual agreement of the Hospital and the Union for up to an additional three (3) months. Such employee will not be eligible for APL.

12.6 **Supplemental Employees**: A supplemental employee is any employee who works only when called. Supplemental employees will receive time and one-half (1 ½) for working holidays, and shift differential when applicable. Such employee will receive tenure increases when hours accrued are equal to a full-time employee [Note: starting with ratification of the 2017-2020 collective bargaining agreement, supplemental employees will begin receiving tenure increases annually on the same date as other employees, regardless of number of hours worked, provided however that the first annual increase will be a minimum of one year from the employee's most recent tenure increase]. Supplemental employees shall continue to maintain pension benefits if vested and shall receive payment for accrued vacation benefits if changed from regular status as full-time or part-time to supplemental.

Supplemental employees consistently working twenty four (24) or more hours per week over a three (3) month period may request an evaluation of eligibility for benefits. If the employee qualifies under the above conditions, and it is determined that an additional part-time or full-time position is necessary for staffing, the position will be posted for bid pursuant to the provisions of this Agreement. If the supplemental employee formerly working that position is the successful bidder, the employee shall be eligible for benefits effective the first of the month following the date the regular position was awarded.

Supplemental employees may decline offered shifts but any supplemental employee who has not worked during any consecutive sixty (60) day period, may be removed from the payroll. An employee may request an individual review of the circumstances that would necessitate a period longer than 60 days to retain supplemental status.

12.7 On-Call Positions. On-call positions are those that have been posted as on-call, for employees who work on an irregular basis and are compensated on an hourly basis for actual hours worked.

Provided work is available, each on-call 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) weekend shifts per month. Each on-call employee also will 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. On-call employees shall coordinate their availability with staffing needs in order to meet the minimum work requirements set forth herein.

If an employee in an on-call position fails to meet the foregoing minimum requirements for any consecutive sixty (60) day period, the employee may be removed from the payroll or converted to supplemental status.

On call employees are not eligible for benefits, and shall receive a differential of 10% in lieu of benefits. Note: eligibility for retirement shall be governed by the terms of the retirement plan.

Employees in on call positions shall receive applicable tenure increases annually on their anniversary date.

As with other positions, the decision to post an on-call position is within management's sole discretion.

### **ARTICLE 13 – Rest Period Daily**

13.1 The Hospital shall authorize all employees to take rest periods daily which, insofar as practicable, shall be in the middle of each four (4) hour shift segment. Rest periods may be taken at other times during the work day with approval of the supervisor. Rest periods shall be computed on the basis of fifteen (15) minutes for four (4) hours working time or a major fraction thereof. No wage deduction shall be made for such rest periods.

### **ARTICLE 14 – Union Representation**

14.1 Union Representation Access: Duly authorized representatives of the Union shall be permitted, at all reasonable times, to enter the Hospital for the purpose of representing employees covered by this Agreement and observing conditions under which employees are employed; provided, however, that no interference with the work of employees or interruption of normal hospital operations shall result. Such right of entry shall at all times be subject to Hospital rules and include reporting to the appropriate manager or department head, or if are not available, to the Employee Relations Manager, or designee, presenting credentials, stating the nature of the visit, and area to be visited. Permission must be obtained from the appropriate person prior to contacting employees during their working hours.

Representation of employees covered by this Agreement shall not be construed to include organizational efforts during employees' work time. The Hospital shall make a reasonable effort to make employees available

for the purpose of investigation of disputes that arise under the terms of this Agreement. With prior approval by an employee's supervisor or manager, a reasonable amount of Union business may be conducted during working hours.

14.2 List of Union Stewards: The Union shall provide the Hospital with a list of Union Stewards indicating the department(s) for which each is responsible. With prior approval by the steward's supervisor or manager, a steward will be allowed reasonable work time to act as a representative of employees in the department(s) for which they are responsible. Absent mutual agreement, only one steward will be provided with work time to represent an employee at investigatory and grievance meetings. When two stewards request work time to represent an employee in a grievance meeting, and only one is granted work time, the Hospital and the Union will make a reasonable attempt to reschedule the grievance meeting at a time when one steward can attend on non-work time.

14.3 Union Orientation Time: The employer agrees to provide thirty (30) minutes of work time for a representative of the Union or Steward to make a presentation during the orientation of new employees on behalf of the Union for the purpose of providing a copy of this collective bargaining agreement, identifying the organization's representational status, organizational benefits and programs, facilities, and collecting membership applications. Such time will be a regularly-scheduled part of new employee orientation. It will take place at the Hospital and shall follow the system-wide new employee orientation. This time is not to be used for discussion of any labor/management disputes. The Hospital shall provide the Union a list of all employees attending the orientation no later than three (3) days before the orientation. The Hospital and the Union agree that for the life of this Agreement, management representatives will not be present during this Union orientation time.

14.4 Bulletin Boards: Bulletin boards or sections of bulletin boards shall be provided to the Union by the Hospital, in all departments in which bargaining unit employees work.

14.5 The Employer agrees to adjust work schedules and accommodate the Union bargaining team to attend bargaining sessions to the extent possible.

14.6 Steward Release Time: Union Stewards shall be allowed reasonable release time to investigate, process, and present grievances during work time. Stewards shall obtain supervisor's approval before the Steward leaves his or her work area. Such approval shall not be unreasonably denied. Such time shall be considered paid time when the Hospital or an employee calls the Steward during the Steward's working hours to be present for an investigation or disciplinary meeting, or when the Steward has been allowed reasonable work time with the mutual agreement between the supervisor/manager and Steward to act as a representative to employees in the department for which they are responsible.

14.7 Union Leave: Subject to the employee's work unit operating requirements, up to three Union members per year may be granted a leave of absence without pay for a period of up to thirty (30) consecutive days to work on special projects with SEIU Local 49, with the possibility of an extension for an additional thirty (30) consecutive days. More than one employee on such leave cannot be absent from the same department at the same time. The leave shall be requested in writing by the employee to the unit manager at least thirty (30) days prior to the date of the leave. Upon return, the employee would retain his/her current position, benefits, wages and seniority rights. Union leave in excess of thirty (30) calendar days may be approved at the sole discretion of the Hospital.

14.8 Union Executive Board Leave: Subject to the employee's work unit operating requirements, up to two Union members per year may be granted a leave of absence without pay for up to twelve days annually to attend meetings of the Local's Executive Board. More than one employee on such leave cannot be absent from the same department at the same time. The leave shall be requested in writing by the employee to the unit manager at least forty-five (45) days prior to the date of the leave. Employees are not required to use APL, but

leave requests under this Section will be considered in accordance with the department's APL scheduling procedures, and will be treated as an APL request under those procedures. In the alternative, the employee may find his/her own coverage, provided that doing so does not create a shortage in the schedule on a different shift, and does not create overtime.

### **ARTICLE 15 – Pay Days**

15.1 There shall be not less than two (2) pay days per month. All wages due employees quitting of their own volition, discharged, or laid off shall be paid in accordance with Oregon wage and hour laws and Oregon Administrative Rules as put forth by the Oregon Bureau of Labor and Industries.

### **ARTICLE 16 – Jurisdictional Disputes**

16.1 The Union agrees that in the event any jurisdictional dispute shall arise with respect to any work or classification of employment covered hereby, such dispute shall be settled between the unions in accordance with the practices of the AFL-CIO without permitting the same to interfere in any way with the progress of the work hereunder. Pending the settlement of any such dispute, the work shall continue on the same basis as if it was being performed at the time the jurisdictional dispute arose.

### **ARTICLE 17 – Settlement of Grievances**

17.1 **Conflict Resolution:** Recognizing that many complaints and misunderstandings may be resolved short of their becoming grievances, it is agreed that both the Union and the Hospital shall encourage employees to first discuss any complaint or misunderstanding with the appropriate supervisor or manager. A response will be given by the supervisor or manager within one week.

17.2 **Grievance Process:** Both the Hospital and the Union subscribe to the principle that grievances be promptly heard, acted upon and effectively resolved. Grievances shall consist of problems arising from interpretation and application of the provisions of this Agreement.

17.3 Both the Hospital and the Union agree to actively pursue the following steps in order to effectively resolve grievances:

**Step 1.** A grievance must be presented by the employee or the Union in writing to Human Resources, within twenty-one (21) days of the action which causes the grievance or from the time the grievant learned of the action. The written grievance shall contain the article and section violated, a brief description of the facts supporting the grievance, the remedy requested, and, when known to the person filing the grievance, the date on which the matter in dispute occurred and the name(s) of the affected employee(s). The manager shall answer the grievance within five (5) working days; the response shall be in writing.

Grievances of termination shall be referred to Step 2. The Director or Human Resources Department shall respond within 15 working days.

**Step 2.** If the grievance is not resolved at Step 1, the employee and the Union Representative must present the written grievance to the Human Resources Department, within five (5) working days following the reply given in the preceding step. The grievance must be signed by the employee and the Union Representative. A written response to the grievance shall be given by the Director or the Human Resources Department designee within five (5) working days of receipt of the appeal.

**Step 3.** If the grievance is not resolved at Step 2, the employee and the Union Representative must present the written grievance to the Senior Human Resources Consultant within five (5) working days following the reply given in the preceding step. A written response must be given to the employee by the Senior Human Resources Consultant within five (5) working days of receipt of the appeal.

Step 4. If the grievance is not resolved at Step 3, the Union may within fourteen (14) working days, request that the grievance be submitted to arbitration. If the Union wishes to proceed to arbitration, the request must be reduced to writing, set forth the reason the Hospital's prior grievance responses are not acceptable, and provided to the Hospital within 14 days of the Step 3 response. Thereafter the parties will meet within fourteen (14) days and request a list of seven (7) qualified and available arbitrators from the Federal Mediation and Conciliation Service. The Hospital and the Union representative will decide by lot the order of elimination and then each shall alternatively strike names from the list. The seventh (7<sup>th</sup>) and remaining name shall be accepted as the arbitrator of the grievance. The arbitrator shall have no power to add to, subtract from, delete, modify, alter or amend any provision of this Agreement. The decision of the arbitrator will be final and binding on each party.

17.4 The expense of the arbitration excepting representation fees and witness compensation are to be borne equally by both parties.

17.5 A grievance will be deemed untimely if not presented within the time limits set forth above. If the Union misses a timeline during the grievance procedure Steps, the grievance shall be settled based upon the Hospital's last response. If the Hospital misses a timeline during the grievance procedure Steps, the grievance shall be advanced to the next Step, unless the Union withdraws the grievance. Timelines may be extended by mutual written agreement.

#### **ARTICLE 18 – Reduction in Pay**

18.1 No employees shall receive a reduction in pay or working conditions less favorable by reason of this Agreement.

#### **ARTICLE 19 – Discipline and Discharge**

19.1 Discipline and Discharge: Except for probationary employees, no employee shall be disciplined or discharged without just cause. It is the Employer's intent to make use of progressive discipline in accordance with established practices and policy. However, the Employer maintains the right to determine and administer appropriate corrective action. Employees shall have the right to respond in writing to any written corrective action and documentation of employee counseling sessions in their file and have that response attached to the relevant material. Corrective action and documentation of employee counseling session shall be inactive after a period of one (1) year from the date of issuance, provided there is no further discipline. After three (3) years an employee may request to have previous corrective action removed from their Human Resources file. This is subject to review and approval by the manager and Human Resources. The decision will be based on the nature of the corrective action and whether any additional corrective actions have occurred.

19.2 Termination Notice: Hospital agrees to give two (2) weeks' notice prior to any lay-off of employees. Employees agree to give two (2) weeks' notice to Hospital prior to any voluntary termination of employment. Failure to give two (2) weeks' notice may bar the employee from re-employment at the Hospital. Hospital will give reasonable consideration to cases of hardship.

19.3 For purposes of application of the Hospital's attendance policy, the following shall not count as attendance occurrences: protected leaves under FMLA, OFLA, workers' compensation, and Oregon Sick Time, approved leave as a reasonable accommodation for a qualifying disability, and pre-scheduled APL approved under the department's vacation scheduling policy.

19.4 Quality Assessments in Housekeeping: Once an employee has been disciplined (verbal warning or higher), due to a series of unsatisfactory quality assessments, the Hospital will use time-stamped photographs for future quality assessments, and the quality assessments must occur within thirty (30) minutes after the area has been cleaned.

## **ARTICLE 20 – Seniority**

20.1 Seniority shall date from the time the employee first entered a bargaining unit position, provided there has been no break in bargaining unit service of more than one year (see Credit for Prior Experience, Article 8). Seniority shall apply to regular full-time and part-time employees only.

20.1.A Employees having the same seniority date will be permanently ranked on the seniority records based on employee ID number; the lower the number the higher the seniority rank.

20.2 Persons will have choice of vacation dates in accordance with their seniority in the department and the practice of the department used for employees exercising such seniority. Departments shall continue to use seniority in assigning work on holidays as they currently do for the life of this agreement.

20.3 Protection of Seniority: In the event an employee incurs an on-the-job injury, that employee shall not lose any seniority rights under Article 20.1, and in no case shall a full-time or part-time employee be changed to supplemental status without written agreement of the employee and Union.

20.4 Layoff and Reduction of Hours:

Notice. In cases of layoff or reduction of shifts, the Hospital will provide impacted employees and the Union with at least twenty-one (21) days' notice of layoff.

Meeting with Union. At the Union's request, the Hospital shall meet with the Union at least once during the notice period to discuss the Hospital's reasons for the layoff and the impact on employees, including resources available for potential alternative placement and retraining opportunities available through the Ed Fund.

Order of Layoff. The employee with the least seniority within a department and classification shall first be laid off or receive the reduction of shifts, provided the employee(s) remaining has the necessary skill and ability to effectively perform the job.

Displacing Other Employee. Rather than suffer a layoff, an employee with experience in more than one (1) department may exercise seniority to displace the least senior employee in a regular position in the laid off employee's former department and classification, provided the employee is able to effectively perform the job.

Order of Layoff. Within classification, employee will be considered for layoff in the following order:

- A. Employees who volunteer to be laid off
- B. Temporary
- C. Supplemental/On-Call
- D. Probationary
- E. Regular employees (full-time and part-time)

Recall. The Employer will maintain employees' names on a recall list for twenty four (24) months following their last day worked. Recall or increase of shifts shall be accomplished by reverse order of layoff or reduction of shifts. When a position within the classification from which the employee was laid off, or a classification in which the employee has worked becomes available, the employee laid off last shall be considered for rehire first, provided the former employee is qualified for the work available. The Employer will inform the employee by letter sent to the employee's address on file. An employee who does not return to work as

specified in the recall notice shall be deemed to have voluntarily resigned. It shall be the responsibility of the employee to keep the Hospital and the Union informed of their current address.

An employee who is laid off who wishes to be recalled only to a position with the same employee status as defined in Article 12 may so specify at the time of layoff. If an employee so specifies, he/she will not be contacted for recall unless a position with the same Article 12 status becomes available. At that time, the employee may decline (and remain on the recall list) any offered position with a different FTE than the employee's previous position or any offered position that would result in a reduction in pay. An employee may decline a position and remain on the recall list no more than three times.

The parties agree that a regular employee who is laid off may accept a supplemental position at the Hospital and maintain his/her place on the recall list as a regular, laid-off employee.

Recalled employees shall retain their original seniority date.

Severance Pay. The parties agree that bargaining unit employees may participate in Legacy's Employee Transition Policy under the same conditions as employees in the same or similar classifications at other hospitals within the system. Changes in or the discontinuance of such Transition Policy will be within the Hospital's absolute discretion and shall not be subject to bargaining with the Union, unless the bargaining unit is the only group to be impacted by such changes or discontinuance. Any employee who elects to participate in Legacy's Employee Transition Policy will waive any recall rights he/she may have under Section 20.4 and any recall or internal applicant status rights he/she may have under Section 20.8 of the Agreement.

#### 20.5 Job Bid Procedure:

Posting. The Hospital shall post all job vacancies within the bargaining unit. Posting of job vacancies shall not be delayed for arbitrary or capricious reasons. Vacancies will be posted first within the department for a minimum of seven (7) days to afford existing full and part-time employees first choice. The position shall be concurrently posted on the Legacy website. The posting will include the days and hours of work, job description, supervisor and manager, pay range, and hours status (full-time, part-, or supplemental), and the primary area(s) of assignment. For relief positions, the posting may indicate variable hours and assignments. For those departments using a "self-scheduling" model to schedule employees, the posting may indicate "variable self-scheduled" days. Job qualifications will be made available upon request.

Bidding. Employees interested in posted jobs may bid by making application to the Human Resources office and/or appropriate department manager/director. The Hospital shall first consider qualified employees from the department for the vacant position. The Hospital will then consider qualified employees from the bargaining unit, before any other applicants for the vacant position, provided they apply within the initial seven (7) day posting period. Once the seven (7) day posting period has elapsed, the Hospital will consider employee applications submitted during the posting period and select an applicant for the position in accordance with this Article. In the event there are no bargaining unit employee applicants during the seven (7) day posting period, the Hospital may consider and select any applicant for the position, in its discretion.

Employees who shall be absent for seven (7) or more days shall be allowed to submit written requests in advance for jobs covered by this Agreement which may subsequently become vacant. Such requests shall be valid until the employee returns to work. Employees who have applied in advance, who meet the minimum qualifications, but are not available for interview during the seven (7) day posting, shall only be guaranteed the right of consideration.

Selection for Job Bid. In rebidding situations, employees shall be selected on the basis set forth in Article 5. When bidding on vacant jobs where one or more employees currently holds that classification, selection shall be awarded to the most senior employee unless the senior employee is currently subject to a documented

disciplinary action within the last six months. Where none of the bidders for a vacant position currently hold that classification, the most qualified employee shall be selected. If a less senior employee is awarded the position after being determined "most qualified" by the Hospital, the more senior employee(s) shall be given a written explanation upon request as to the Hospital's determination of the selected employee's superior qualifications, within fourteen (14) days of the request.

Qualifications are based on Legacy's Core Accountabilities, documented past job performance, necessary skills and requirements as defined in the job description.

Award of Position. An employee who has been awarded a position in accordance with this Section must notify the hiring manager of his/her acceptance of the position within two (2) business days (defined as Monday-Friday) of being notified of the award. The employee will be notified in person or via phone (which may include leaving a voice-mail or text message). If an employee does not meet this notice requirement, the position may be awarded to the next employee who meets the requirements of this Section, and so on until the position is filled.

An employee who has bid on a vacancy who may be unavailable when the position is awarded may notify the Hospital in writing of their intent to accept the position. This written notice will satisfy the acceptance requirement in the event the Hospital attempts to award the position to this employee. This option will be available for only one bid position at a time and will require the employee to accept the position if it is awarded. (Note: Employees who have bid on more than one position within a department shall notify their supervisor with a ranking of their preference for each position on which they have bid. If, based on the provisions for awarding positions contained in this Section, an employee is eligible to be awarded multiple positions within a department, the Hospital will award only the highest-ranked position on the employee's list.)

20.6 Trial Period and Bidding Rights after Selection: Employees who are transferred or promoted into a different classification in the bargaining unit may return to their former classification within twenty-one (21) days of starting work in the new classification, provided the former position has not been filled (meaning it has not been offered to and accepted by another employee, whether or not the other employee has begun working in the new position). Management also has the right to return the employee to their former position during this trial period. In the event the employee returns to the former position, the Hospital may fill the vacated position either through a new job bid or by using the prior bid. An employee who has exercised bidding rights and been selected into a different department or job classification, may not again exercise seniority in bidding for other departments or job classifications for six (6) months. The only exception will be that if an employee is selected for Assistant Cook or Cook, s/he may exercise seniority to move to Cook or Cook II within three (3) months. An employee who has exercised bidding rights and been selected into a different department, job classification, or position in the same job classification may not again exercise seniority for change in position, shift, days or hours of work, or hours status for a period of three (3) months, except in the areas of Surgery, Emergency Department, Oregon Burn Center, and Women's Services, where this limitation will be six (6) months. The employer may waive this requirement on an individual basis, but not in an arbitrary or capricious fashion.

20.7 Holding a Position Inside and Outside the Bargaining Unit at the Same Time: The parties agree that an employee shall be allowed to hold two or more non-supervisory part-time, supplemental, on-call or per diem positions for Legacy Health, regardless of whether such positions are inside or outside the bargaining unit. The parties further agree, however, that an employee may not hold such positions if the employee's overall schedule will result in regularly working more than forty hours per week. Employees who work in supplemental status at Emanuel and on call or per diem at another Legacy Hospital shall have their status listed as supplemental.

An employee who applies for a supervisory position within Legacy Health Systems must be willing to resign from his/her bargaining unit position in order to be considered for such supervisory position.

In the event an employee holds two or more positions at the same time – one inside the bargaining unit and one outside the bargaining unit – the following conditions shall apply:

A. None of the provisions of this Agreement shall apply to the employee's work outside of the bargaining unit, or the employee's application for work outside of the bargaining unit.

B. A termination from the employee's non-bargaining unit position shall not be subject to the grievance procedure under any circumstances. In addition, if an employee is terminated for any of the following egregious infractions, committed while working outside of the bargaining unit, the employee shall also be terminated from his/her bargaining unit position: improper treatment of patients; gross insubordination; sexual or other forms of harassment against other employees, patients, patients' family members or visitors, or other customers; dishonesty; theft; violation of patient confidentiality; violation of the drug and alcohol policy; or falsification of employment or personal history data. Termination from the employee's bargaining unit position in the foregoing circumstances shall not be subject to the grievance procedure, unless the Union can demonstrate that the employee did not commit the offense for which he/she was terminated. In other circumstances where an employee is terminated from his/her non-bargaining unit position, he/she also may be terminated from his/her bargaining unit position if the Employer can establish just cause for such termination, based on the employee's conduct and prior discipline, both inside and outside the bargaining unit.

C. Any discipline issued to the employee, whether the employee was working inside or outside the bargaining unit, will count for purposes of progressive discipline. If the discipline is issued while the employee is working outside of the bargaining unit, the discipline will be deemed as issued for just cause and may not be challenged through the grievance procedure, unless the discipline results in the employee's termination from his/her bargaining unit position, pursuant to Section 20.7.B, above. In such circumstances, the parties agree that the employee shall be entitled to the same number of progressive disciplinary steps that a full-time employee would receive. In other words, the fact that the employee holds more than one position shall not result in the employee being entitled to additional disciplinary steps.

D. In the event an employee is removed from work pending the results of a for-cause drug screen, or during the pendency of an investigation, the employee will be removed from all work, both inside and outside the bargaining unit. If the reason for the removal occurred while the employee was working outside of the bargaining unit, such removal shall not be subject to the grievance procedure. The Employer agrees that if an employee is removed from work for a for-cause drug screen, the Employer will provide the results of the drug screen to the employee as quickly as possible and not later than forty-eight hours after receiving the results.

E. All provisions of this Agreement related to seniority shall apply only to the employee's bargaining unit seniority.

F. Work outside the bargaining unit will not count for purposes of calculating overtime under Section 5.3 of this Agreement, except to the extent required by law.

In the event a bargaining unit employee applies for a non-bargaining unit position, with the intention of holding both positions at the same time, the Hospital shall inform the employee of the provisions of this Section and shall have the employee sign a form acknowledging that the employee understands the rights they are waiving under this Section prior to awarding the employee the non-bargaining unit position.

20.8 Classification Elimination: When the Hospital eliminates a classification from the bargaining unit, employees in the affected classification will be laid off in accordance with Section 20.4, above, except that such employees may elect internal applicant status for any open positions within Legacy Health for a period of six months or until they accept a recall position, whichever comes first. This internal applicant status does not mean employees under this section can bid for jobs ahead of SEIU Local 49 members at Legacy Good Samaritan Hospital.

**ARTICLE 21 – Insurance Benefits**

21.1 Hospital will provide comprehensive medical, dental, and other insurance coverages, including life, short-term disability, and LTD benefits, through its present corporate insurance program, or a substantially similar program. Any subsequent changes in the cost of premiums will be shared according to the percentage schedule now provided in the current program. Bargaining unit employees will be provided the opportunity to participate in benefit/retirement focus groups.

21.2 Hospital may change to a substantially similar program only after providing Union at least forty-five (45) days prior notice of the proposed change and an opportunity to negotiate such change. Any changes in insurance coverage during this Agreement shall be no different for the bargaining unit than changes for non-bargaining unit employees of the Hospital. Any improvements negotiated in the Legacy Good Samaritan health insurance provisions of the collective bargaining agreement will be extended to Legacy SEIU Local 49 bargaining unit. The Hospital agrees that, notwithstanding any possible repeal of the Affordable Care Act (ACA) or changes to its regulations or administrative interpretations, the Employer shall not reduce or eliminate any benefits or eligibility requirements mandated under the ACA and any applicable regulations and administrative rendered prior to January 20, 2017, including but not limited to: Extension of Dependent Coverage to 26; Non-Discrimination Based on Health Status; Prohibition of Waiting Periods in excess of 90 days; Prohibition on Rescission; Coverage of Preventative Health Services without Cost Sharing (including birth control); Coverage of Preexisting Health Conditions; Prohibition on Annual and Lifetime Limits; Limits for Annual Out-of-Pocket Spending (as indexed for inflation under the ACA); Standardized Appeals Process for Coverage Determinations and Claims; Choice of Primary Care Provider; Coverage of Emergency Services; Access to Pediatric Care; Access to Obstetrical and Gynecological Care; and Applicable Notice Requirements.

21.3 Premium Increases: If the employee-only medical plan premium increases by \$5.00 or more per pay period in any plan year, all employees who participate in the medical plan will receive a premium credit equal to one month of the employee-only premium. This provision will automatically sunset with expiration of the 2021-2026 collective bargaining agreement.

21.4 Discounts: Employees will be eligible for the same financial assistance provided to all Legacy patients. For information about the financial assistance available, employees may contact their designated Hospital Financial Counselor or contact Patient Financial Services. For reference only, the 2021 Financial Assistance Sliding Scale is:

**2021 FINANCIAL ASSISTANCE SLIDING SCALE**

% of FPG		300%	301% - 350%	351% - 400%
Family Size	Monthly/Yearly Income 100% FPG	Annual LHS Discount 100%	Annual LHS Discount 75%	Annual LHS Discount 55%
1	\$12,880	\$38,640	\$38,769 - \$45,080	\$45,209 - \$51,520
2	\$17,420	\$52,260	\$52,434 - \$60,970	\$61,144 - \$69,680
3	\$21,960	\$65,880	\$66,100 - \$76,860	\$77,080 - \$87,840
4	\$26,500	\$79,500	\$79,765 - \$92,750	\$93,015 - \$106,000
5	\$31,040	\$93,120	\$93,430 - \$108,640	\$108,950 - \$124,160
6	\$35,580	\$106,740	\$107,096 - \$124,530	\$124,866 - \$142,320
7	\$40,120	\$120,360	\$120,761 - \$140,420	\$140,821 - \$160,480
8	\$44,660	\$133,980	\$134,427 - \$156,310	\$156,757 - \$178,640
2020 <a href="https://aspe.hhs.gov/poverty-guidelines">https://aspe.hhs.gov/poverty-guidelines</a> For families/households with more than 8 persons add \$5,680 for each additional person.				

The Hospital agrees that during the term of the 2021-2026 collective bargaining agreement only, it will not modify the structure of the financial assistance sliding scale, except to the extent required by law, or to provide improved assistance. The sliding scale will be adjusted with the federal poverty level. This agreement against modification will automatically sunset with the expiration of the 2021-2026 agreement.

21.5 Payment Plans: For employees and their family members covered by the Legacy medical insurance plan who have outstanding balances that are payable to Legacy for in-network, covered, and authorized (if necessary) services, the Hospital will provide a payment plan not to exceed 4% of household income for the calendar year in which the charges were accrued, upon request from the employee. The request will be made to Patient Financial Services, and may be directed through designated Hospital Financial Counselor. To be eligible for a payment plan, employees also must comply with all requirements for obtaining Financial Assistance. Employees who comply with all terms of the payment plan(s) will not be subject to further collections or wage garnishment.

21.6 Legacy Medical Plan Performance: The Hospital will review medical plan performance with the Labor Management Committee quarterly by providing and reviewing the performance report received from Towers Watson (or other consultant). In addition, the Hospital will review with the Labor Management Committee the preventive services utilized by bargaining unit employees, and the Committee will collaborate on communication to members in order to improve utilization of preventive services.

21.7 Medical Insurance Premium Credit.

Effective January 1, 2022, the following premium credit shall be applicable to all benefit eligible employees who elect to have medical coverage who make under 350% of individual federal poverty rate at Legacy (350% equals \$45,080 for 2021), to be adjusted each year based on any changes to federal poverty rate. This credit is based only on Legacy earnings (looking at base rate and FTE); Legacy will not review household earnings.

The value of the credit will be based on the type of coverage selected and will be applied for each pay period in which benefit deductions occur (24 per year).

Coverage Selected	Per Pay Period Credit	Monthly Credit	Total Premium Credit Per Year
Employee	\$10.00	\$20.00	\$240.00
Employee + Spouse (DP)	\$15.00	\$30.00	\$360.00
Employee + Child(ren)	\$20.00	\$40.00	\$480.00
Employee + Family	\$25.00	\$50.00	\$600.00

**ARTICLE 22 – Job Description**

22.1 It is agreed that the Hospital shall maintain general job descriptions setting forth major duties for each classification covered herein. It is recognized that changes in job titles contained in this Agreement may be necessary and such changes shall be by mutual agreement between the Hospital and the Union. Job descriptions maintained by the Hospital shall be made available to the Union and to each bargaining unit

member for their job classification upon employment. The Hospital shall notify the Union of changes to job descriptions.

### **ARTICLE 23 – Leaves of Absence**

23.1 **Hospital Policy:** Leaves of absence shall be granted in accordance with the law and the Hospital's then current policy on leaves of absence Policy #500.401. For all Articles of this Agreement that reference LHS Policy, the Union shall be provided notice and the opportunity to negotiate over any material changes to any such LHS Policy during the term of this Agreement.

### **ARTICLE 24 – Alcohol & Drug-Free Workplace**

24.1 Legacy is committed to problem identification, intervention, and assistance through the Employee Assistance Program for its employees when substance abuse affects the employees' ability to perform the work, threatens the safety of patients, employees and others, and creates a dangerous work environment. Employees covered under this agreement are subject to Policy #LHS.500.702.

### **ARTICLE 25 – Equal Opportunity and Respect**

25.1 The Hospital and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not unlawfully discriminate against any employee or applicant for employment because of such person's race, religion, color, national origin, sex, sexual orientation, age, mental or physical disability, or veteran's status unrelated to job performance.

25.2 The Hospital and the Union agree that it is a violation of Hospital policy #LHS.500.106 to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, gender, gender identity, religion, national origin, marital status, age (except as the law allows), sexual orientation, expunged juvenile record, performance of duty in a uniformed service, physical or mental disability, veteran's status, or any other characteristic protected by local law, regulation or ordinance.

25.3 The parties further agree that harassment based on any characteristics protected by law is strictly prohibited under the Hospital's policy #LHS.500.504. Harassment is generally defined as verbal, written or physical conduct that denigrates or shows hostility or aversion towards an individual based on race, color, national origin, religion, age, disability, gender, gender identity, sexual orientation, veteran's status or any other basis covered by local, state or federal law, and that:

- a. has the purpose or effect of creating an intimidating, hostile or offensive work environment,
- b. has the purpose or effect of unreasonably interfering with an individual's work performance, or
- c. otherwise adversely affects an individual's employment opportunities.

Employees violating the Hospital's anti-harassment policy #LHS.500.504 are subject to appropriate corrective action, up to and including termination.

25.4 The parties recognize that under the Americans with Disabilities Act (ADA) no Employer or Union may discriminate against a qualified individual with a disability in regards to the job application process, hiring, discharge, employee compensation, advancement, reinstatement, job training, and any other comparable conditions or privileges of employment. Therefore, efforts by the Hospital to comply with the ADA shall not be deemed a violation of this Agreement. The labor agreement may be waived, to the extent necessary, upon agreement by both parties, to assure compliance with the ADA.

25.5 The Hospital agrees that employees shall be treated with respect by supervisors, managers, and other Hospital representatives.

25.6 Immigration Support. For any employees working at the Hospital pursuant to a work authorization card or work visa, the Hospital will provide advance notice to the employee of its upcoming expiration. The Hospital will notify the Union if any employee is removed from the schedule due to such expiration, or for any immigration-related enforcement action.

25.7 Absence for Immigration Proceedings. The Hospital will review and consider reinstatement of any employee who is absent from work due to court or agency proceedings relating to immigration matters, and who is able to return to work with a valid work authorization, within sixty (60) calendar days of commencement of the absence, provided the employee has not otherwise violated Legacy policy. The employer may grant an extension of this timeline if requested by the employee.

25.8 Absence for arrest, detention, or incarceration. The Hospital will review and consider reinstatement of any employee who is absent from work due to arrest, detention or incarceration if the employee is not charged or found to be not guilty of charges, within sixty (60) calendar days of the commencement of the absence, provided the employee has not otherwise violated Legacy policy. The employer may grant an extension of this timeline if requested by the employee.

#### **ARTICLE 26 – Savings Clause**

26.1 Savings Clause: In the event that any provision of this Agreement shall be rendered invalid by reason of any existing or subsequently enacted legislation, or by a final decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining provisions of this Agreement and the Agreement shall remain in full force and effect. Both parties agree to construe such invalidated provision(s) as closely to the bargained purpose as is permissible by law and to promptly negotiate on a narrowly revised provision that attempts to reflect the originally bargained purpose to the extent feasible and permissible by law.

#### **ARTICLE 27 – Uniforms and Scrubs**

27.1 In addition to areas of the Hospital where scrubs or uniforms are routinely supplied, bargaining unit employees who work in Housekeeping, Kitchen and Café will receive a maximum of four (4) items of required uniform pieces each year, with a maximum limit of two (2) aprons per year. In each department, at least one employee representative, selected by the Union, shall be allowed to have input into the uniform selection process.

#### **ARTICLE 28 – Injury-Free Workplace**

28.1 Legacy Emanuel Hospital shall provide a safe and healthy work environment whenever possible, to work proactively with employees to prevent safety and health hazards, and to protect the Hospital's and the employee's financial resources by minimizing the long-term costs of workplace injuries. The Hospital and the Union agree to:

A. Provide opportunity for bargaining unit members to participate in committees for the purpose of preventing workplace injuries. These include the Emanuel Safety Committee, the Holladay Park Safety Committee, the Sharps Committee and other safety related committees as appropriate. Union representation for committees will be determined by the Union as follows: Emanuel Safety Committee – maximum of 6 union members; Holladay Park Safety Committee and Other Safety Related Committees – maximum of 2 union members. The Emanuel Safety Committee will meet monthly and will have a standing agenda item to review recent employee injuries, including what caused them and how they can be prevented.

B. Provide training and opportunity for bargaining unit members to participate in the Hospital's "No Lift" policy as it is implemented throughout the Hospital.

C. Union members participating on any safety-related committees shall be compensated at the applicable rate of pay.

28.2 If an employee considers a work assignment to be dangerous to the employee's health and safety the employee shall report that condition to their supervisor.

### **ARTICLE 29 – Committee Participation**

29.1 The Hospital and SEIU Local 49 understand that quality patient care and an appropriate working environment require adequate staffing and that such staffing levels within all departments vary with census, acuity, shift, the specialization of various units and structural changes in the delivery of patient services. The parties recognize that frontline staff have valuable input into the staffing of their departments to ensure great care for every patient.

29.2 The Hospital will agree to provide opportunities for up to two (2) bargaining unit members (or a proportional representation based on the size and scope of the committee), selected by the bargaining unit, to participate in established committees related to patient care and quality improvement. Committee members will have the ability to make recommendations for improving patient services or patient service delivery.

29.3 Staffing Meetings. No less than once per calendar year, each Director who has responsibility for departments that include bargaining unit employees will meet with bargaining unit representatives from departments within their scope of responsibility (one meeting per year for each Director) to discuss concerns and work collaboratively toward solutions to staffing concerns and impacts of staffing on patient care and the mission of the Hospital. The parties will determine the appropriate number of bargaining unit representatives to attend such meetings. Responsible managers and a Union representative also may attend the meeting.

Participation in unit practice councils and other approved hospital committees or work groups will be on paid time.

### **ARTICLE 30 – No Strike, No Lockout**

30.1 During the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work and the Union shall neither cause nor counsel the members of the bargaining unit to strike, walk out, slow down or commit other acts of work stoppage, including picketing or sympathy strikes.

### **ARTICLE 31 – Equipment and Supplies**

31.1 The Hospital shall make every effort to provide all equipment and supplies necessary to perform their assigned duties. The Hospital shall make every effort to provide supplies necessary to maintain a sanitized work environment.

### **ARTICLE 32 – Contracting Out**

32.2 The Hospital agrees that it will provide the Union forty-five (45) days' advance notice of its intent to contract out work that is currently being performed by members of the bargaining unit. This provision does not apply to short-term emergency situations that do not displace or reduce current bargaining unit hours. The Union shall be afforded the opportunity to propose alternatives to the contracting out of work. If work performed by members of the bargaining unit is contracted out, the parties shall negotiate over the effects on the bargaining unit.

**ARTICLE 33 – Community Service Leave**

33.1 The parties hereby agree to incorporate Legacy Policy LHS.500.405 (Community Service Leave) into the provisions of this Agreement, with the following two modifications: (1) such leave may be used in single-day increments on Martin Luther King, Jr. Day, and (2) if more bargaining unit employees than can be accommodated request the same time off under the Community Service Leave Policy, such requests shall be awarded in order of seniority.

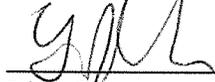
**ARTICLE 34 – Term of Agreement**

34.1 Term of Agreement: This Agreement shall be in effect from July 14, 2021 through June 30, 2026 except as hereinafter provided, and shall continue from year-to-year thereafter unless either party shall give written notice to the other at least ninety (90) days prior to the expiration date of June 30, 2026, or at least ninety (90) days prior to June 30 of any succeeding year, of its desire to negotiate the terms of a successor agreement.

DATED at Portland, Oregon, this 14<sup>th</sup> day of July 2021.

FOR THE HOSPITAL:

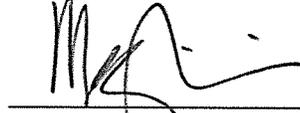
LEGACY EMANUEL HOSPITAL and  
RANDALL CHILDREN’S HOSPITAL AT  
LEGACY EMANUEL



\_\_\_\_\_  
Lisa Gören,  
SVP | Chief People & Culture Officer

FOR THE UNION:

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL NO. 49



\_\_\_\_\_  
Meg Niemi, President SEIU Local 49

Gretchen Nichols, President  
Emanuel Medical Center

Scarlett Allen, Food and Nutrition Services

Bronwyn Houston, President  
Randall Children’s Hospital at Legacy Emanuel

Jay Brown, Food and Nutrition Services

Shirley Clark, Environmental Services

Melissa Eckstein, President  
Unity Center for Behavioral Health

Kim Davis, Patient Access Representative

David Hires, Behavioral Health Assistant

Anna Loomis, Chief Financial Officer

Angela McDermid, Certified Nursing Assistant

Mary Starmont, Employee Relations Consultant

Sunita Patel, Environmental Services

Jamie Platt, Employee Relations Consultant

Myra Rains, ER Technician

Mark Vorpahl, Logistics Technician MSO

Lorna Wood, Float Certified Nursing Assistant

Semir Said, Organizer SEIU Local 49

Mike Morrison, Assistant Healthcare Director  
SEIU Local 49

**SIDE LETTER OF AGREEMENT**  
**Union Recognition**

The Hospital agrees that should SEIU Local 49 merge, reorganize or consolidate with another SEIU Local (such as SEIU Local 1199NW or Local 503), during the term of this contract, the Hospital will recognize the newly merged Local as if it were SEIU Local 49, with all of the rights, duties and responsibilities that it has with SEIU Local 49 just prior to the merger, reorganization or consolidation and to amend the name of the union on this collective bargaining agreement to reflect this change without modifying any other provisions of the contract, including but not limited to fully honoring employees' seniority and benefits earned with the Hospital under the current collective bargaining agreement.

**SIDE LETTER OF AGREEMENT**  
**APL Usage in Housekeeping and Transport Departments**

The following provisions shall apply only to job classifications within the Housekeeping and Transportation Departments:

**APL Usage:**

APL requests for the upcoming calendar period (January 10th to July 10th) will be due by October 15th. Employees who submit requests for APL by October 15<sup>th</sup> shall be notified in writing whether their APL request has been approved or denied before November 15th. APL requests for the calendar period (July 11<sup>th</sup> to January 9<sup>th</sup>) will be due by April 15<sup>th</sup>. Employees who submit requests for APL by April 15<sup>th</sup> shall be notified in writing whether their APL request has been approved or denied before May 15<sup>th</sup>. Time off requests submitted by October 15<sup>th</sup> and April 15<sup>th</sup> will be approved in uninterrupted blocks of time, when requested by the employee, unless such time is unavailable on the vacation schedule. All APL requests shall be granted in seniority order, except that employees approved for an Extended APL shall not be eligible to request another extended leave for 24 months following their last approved request, unless by mutual agreement due to mitigating circumstances.

Requests submitted after October 15<sup>th</sup> or April 15<sup>th</sup> shall be considered on a first-come, first-served basis, based on date submitted. When multiple requests are submitted on the same day, seniority shall prevail among those requests. Employees submitting APL requests after October 15<sup>th</sup> or April 15<sup>th</sup> shall be notified in writing whether their APL request has been approved or denied within seven (7) calendar days from the date of the request.

The APL schedule shall be tracked on a calendar available for review by all department employees.

There shall be a limit of two weeks' time taken during historical/high-usage or "prime time": June 1<sup>st</sup> – August 31<sup>st</sup> and December 15<sup>th</sup> – January 15<sup>th</sup>, unless it is an approved request for Extended APL under Article 9.6.

In Housekeeping (Randall and Emanuel combined), six employees may be granted leave at any time: four regular APL requests (any classification except Floor Tech), one Floor Tech APL request, and one request for Extended APL (which may be any Housekeeping classification including Floor Tech). Should no request for Extended APL be made, there shall be five slots available for regular APL requests.

In Housekeeping at Unity, two employees may be granted leave at any time: one regular APL request and one request for Extended APL. Should no request for Extended APL be made, there shall be two slots available for regular APL requests. Regardless of the types of APL leave requested (extended or regular), only one Floor Tech may be granted APL leave at any one time. Therefore the two available slots may be in the following combinations: two EVS employees, or one EVS employee and one Floor Tech.

In Transportation/Dispatch, two employees may be granted leave at any time: one regular APL request and one request for Extended APL. Should no request for Extended APL be made, there shall be two slots available for regular APL requests.

Employees who have had APL approved may not cancel scheduled APL unless they provide their supervisor with written notice of such cancellation at least thirty days before the schedule is posted.

**SIDE LETTER OF AGREEMENT**  
**APL Usage in Patient Access, Telecom and Interpretation Services Departments**

The following provisions shall apply only to job classifications within the Patient Access, Telecom, and Interpretation Services Departments:

**APL Usage:**

APL requests for the upcoming calendar period (January 10th to July 10th) will be due by October 15th and shall be granted in seniority order (within classification and department assignment). Employees who submit requests for APL by October 15<sup>th</sup> shall be notified in writing whether their APL request has been approved or denied before November 15th. APL requests for the calendar period (July 11<sup>th</sup> to January 9<sup>th</sup>) will be due by April 15<sup>th</sup> and shall be granted in seniority order (within classification and department assignment). Employees who submit requests for APL by April 15<sup>th</sup> shall be notified in writing whether their APL request has been approved or denied before May 15<sup>th</sup>. Time off requests submitted by October 15<sup>th</sup> and April 15<sup>th</sup> will be approved in uninterrupted blocks of time, when requested by the employee, unless such time is unavailable on the vacation schedule.

Requests submitted after October 15<sup>th</sup> or April 15th shall be considered on a first-come, first-served basis, based on date submitted. When multiple requests are submitted on the same day, seniority shall prevail among those requests. Employees submitting APL requests after October 15<sup>th</sup> or April 15th shall be notified in writing whether their APL request has been approved or denied within seven (7) calendar days from the date of the request.

The APL schedule shall be tracked on a calendar available for review by all department employees.

Employees who have had APL approved may not cancel scheduled APL unless they provide their supervisor with written notice of such cancellation at least thirty days before the schedule is posted.

**SIDE LETTER OF AGREEMENT**  
**Regarding Labor/Management Committee**

The Committee shall meet quarterly unless agreed otherwise. The purposes of the LMC are 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 Hospital and seven representatives chosen by the Union. At least six of the committee members selected by the Union must be EH, RCH, or Unity bargaining unit employees and at least nine of the committee members selected by the Hospital must have management or supervisory responsibility for EH, RCH, or Unity 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 Hospital 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.

The parties agree that the LMC may designate department specific LMC subcommittees to meet to discuss department specific issues that may not pertain to the full LMC.

The parties agree that Diversity and Inclusion will be a standing agenda item. At least annually, the Chief Diversity Officer, or designee, will attend the LMC meeting.

As part of the Diversity and Inclusion standing agenda item, the LMC will agree on appropriate subjects to be discussed, which may include the following:

- Review and discussion of Legacy policies that pertain to discrimination, harassment, equity and inclusion, including ways the Union can support those policies.
- Input on the Hospital's anti-harassment training programs.
- Recognition of alternative holidays: discuss the current process and determine whether improvements can be made to give employees the opportunity to use APL for a recognized holiday that is more important to the employee's personal belief system, e.g. Eid-al-Fitr, Yom Kippur, etc. This review may include consideration of how the current Prime Time vacation scheduling process may be improved.
- Discuss diversity and inclusion in hiring and promotion.
- Strategies for encouraging employee participation in Legacy's Employee Resource Groups (ERGs).

**SIDE LETTER OF AGREEMENT**  
**Education and Assistance with Financial Aspects of Healthcare**

The Hospital will provide a designated Hospital Financial Counselor (Counselor) for bargaining unit employees. (This assignment will be given to a full-time Counselor to maximize availability, understanding that the Counselor will not be exclusively assigned to bargaining unit employees.)

The designated Counselor will be able to provide the following services related to the financial aspects of healthcare:

- Assistance with applying for Financial Assistance
- Assistance with understanding patient statements
- Basic education regarding the financial aspects of healthcare
- Assistance with payment plans
- Assistance with additional payment options
- Assistance with finding in-network Primary Care and Specialty Care

The Hospital will provide on-site benefits training for bargaining unit employees regarding the Legacy Benefit Plans at least quarterly.

The Labor Management Committee will add health care education and training as a standing agenda item and will work to address questions about health insurance and develop education for employees about benefits including questions and topics to be covered in the quarterly training sessions.

The Hospital and Union will work together to develop an interactive tool for employees and Counselor to use to understand and estimate the potential patient financial discount for which they may qualify based on their household income.

**SIDE LETTER OF AGREEMENT**  
**Ratification Bonus and Lump Sum for Minimum Wage Increase**

Effective upon ratification of the 2021-2026 collective bargaining agreement:

1. The Hospital will pay a one-time lump sum of five hundred dollars (\$500) to each Regular employee in the bargaining unit who is employed as of the date of ratification.
  
2. Regular employees whose initial increases (not including step progressions) are less than 3% due to the pay structure realignment will receive a one-time cash payment which results in the equivalent of up to 3% for one year (for example, if the new structure gives a 0.3% rate increase, the cash payment would be 2.7% of base rate x weekly scheduled hours x 52 weeks).

**SIDE LETTER OF AGREEMENT**  
**7.5 Hour Shifts in EVS**

The parties will meet to discuss the least disruptive way to move from 7.5 hour shifts back to minimum 8 hour shifts. The Hospital commits that it will endeavor to move EVS employees currently on 7.5 hour shifts to 8 hour shifts, including adjusting their task sheets to account for the additional time, by September 30, 2021.

In the event a rebid cannot be avoided, that decision will be made by September 30, 2021, and the rebid will proceed by December 31, 2021, during which the Hospital will post only eight (8), ten (10), or twelve (12) hour shifts. In addition, after the above adjustments have been made, the Hospital will post only eight (8), ten (10), or twelve (12) hour shifts in EVS, absent mutual agreement between the Hospital and the Union.

**SIDE LETTER OF AGREEMENT**  
**Joint Training and Education Trust Fund.**

Starting in calendar year 2022, the Hospital hereby agrees to contribute 0.5% (one half of one percent) of the collective bargaining unit's annual payroll to the SEIU United Healthcare Workers West and Joint Employer Education Fund ("Education Fund"). For calendar year 2022, such contributions shall be payable no later than February 28, 2022, any calendar years thereafter, such contributions shall be payable no later than February 28 of the relevant calendar year. The collective bargaining unit's annual payroll shall mean the total wages reported in Box 1 of Form W-2, for all collective bargaining unit employees, for the prior calendar year. (For example, Form W-2, Box 1 wages from 2021 shall be used to calculate the required contribution for 2022.) Upon said payment each year, covered employees will be eligible for benefits during the current calendar year. The Hospital further agrees to be bound by the term of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund.

The Education Trust Fund will provide an annual report on utilization by Hospital employees. In the event that either party is dissatisfied with the level of utilization, the parties will meet to discuss options.

The Hospital agrees to continue its contribution to the Ed Fund for three calendar years. Thereafter, either party may reopen this letter of agreement to bargain over the Hospital's continued participation.

Employees covered by the Joint Training and Education Trust Fund are not otherwise eligible for Legacy's voluntary education policies, including education and tuition reimbursement, except that any employee who is in an ongoing education program utilizing Legacy's voluntary education policies may continue to use Legacy's policies to complete the education program, or as approved by the Hospital, in its discretion.

## APPENDIX "A" – WAGE SCALE

*Implementation will be two pay periods following ratification, or August 15, 2021, whichever is later.*

**Grade A: Hospitality Svc Assoc, Supply Transport Assoc**

Step/yr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$15.82	\$16.31	\$16.82	\$17.34	\$17.87	\$18.43	\$19.00	\$19.59	\$20.35	\$21.00	\$21.42
7/1/2022	\$16.29	\$16.80	\$17.32	\$17.86	\$18.41	\$18.98	\$19.57	\$20.18	\$20.96	\$21.63	\$22.07
7/1/2023	\$16.78	\$17.30	\$17.84	\$18.39	\$18.96	\$19.55	\$20.16	\$20.78	\$21.59	\$22.28	\$22.73
7/1/2024	\$17.20	\$17.74	\$18.29	\$18.85	\$19.44	\$20.04	\$20.66	\$21.30	\$22.13	\$22.84	\$23.30
7/1/2025	\$17.68	\$18.22	\$18.79	\$19.37	\$19.97	\$20.59	\$21.23	\$21.89	\$22.74	\$23.47	\$23.94

**Grade B: Cook Assistant, Patient Transport Assoc**

Step/yr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$16.15	\$16.65	\$17.17	\$17.70	\$18.25	\$18.81	\$19.40	\$20.00	\$20.78	\$21.44	\$21.87
7/1/2022	\$16.63	\$17.15	\$17.68	\$18.23	\$18.80	\$19.38	\$19.98	\$20.60	\$21.40	\$22.09	\$22.53
7/1/2023	\$17.13	\$17.66	\$18.21	\$18.78	\$19.36	\$19.96	\$20.58	\$21.22	\$22.04	\$22.75	\$23.20
7/1/2024	\$17.56	\$18.11	\$18.67	\$19.25	\$19.84	\$20.46	\$21.09	\$21.75	\$22.59	\$23.32	\$23.78
7/1/2025	\$18.04	\$18.60	\$19.18	\$19.78	\$20.39	\$21.02	\$21.67	\$22.34	\$23.22	\$23.96	\$24.44

**Grade C: Customer Svc Assoc, and Pat Svc Assoc EH Grandfather (Combine with Cust Svc Assoc EH)  
Equipment Tech, Logistics Techn, Occ Thrpy Aide, Patient Dining Assistant, Phy Thpy Aide**

Step/yr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$16.53	\$17.04	\$17.57	\$18.12	\$18.68	\$19.26	\$19.85	\$20.47	\$21.27	\$21.95	\$22.39
7/1/2022	\$17.03	\$17.55	\$18.10	\$18.66	\$19.24	\$19.83	\$20.45	\$21.08	\$21.90	\$22.61	\$23.06
7/1/2023	\$17.54	\$18.08	\$18.64	\$19.22	\$19.81	\$20.43	\$21.06	\$21.71	\$22.56	\$23.28	\$23.75
7/1/2024	\$17.98	\$18.53	\$19.11	\$19.70	\$20.31	\$20.94	\$21.59	\$22.26	\$23.13	\$23.87	\$24.34
7/1/2025	\$18.47	\$19.04	\$19.63	\$20.24	\$20.87	\$21.52	\$22.18	\$22.87	\$23.76	\$24.52	\$25.01

**Grade D: Support Services Dispatcher, Unit Clerk**

Step/yr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$17.75	\$18.30	\$18.87	\$19.45	\$20.06	\$20.68	\$21.32	\$21.98	\$22.84	\$23.57	\$24.04
7/1/2022	\$18.28	\$18.85	\$19.43	\$20.04	\$20.66	\$21.30	\$21.96	\$22.64	\$23.52	\$24.27	\$24.76
7/1/2023	\$18.83	\$19.41	\$20.02	\$20.64	\$21.28	\$21.94	\$22.62	\$23.32	\$24.23	\$25.00	\$25.50
7/1/2024	\$19.30	\$19.90	\$20.52	\$21.15	\$21.81	\$22.48	\$23.18	\$23.90	\$24.83	\$25.63	\$26.14
7/1/2025	\$19.83	\$20.45	\$21.08	\$21.73	\$22.41	\$23.10	\$23.82	\$24.56	\$25.52	\$26.33	\$26.86

**Grade E: Anes Aide, Cntrl Strle Tech I, OB Tech, Operating Room Asst**

Step/yr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$17.96	\$18.52	\$19.09	\$19.68	\$20.29	\$20.92	\$21.57	\$22.24	\$23.11	\$23.85	\$24.32
<b>7/1/2022</b>	\$18.50	\$19.07	\$19.66	\$20.27	\$20.90	\$21.55	\$22.22	\$22.91	\$23.80	\$24.56	\$25.05
<b>7/1/2023</b>	\$19.05	\$19.64	\$20.25	\$20.88	\$21.53	\$22.20	\$22.88	\$23.59	\$24.51	\$25.30	\$25.80
<b>7/1/2024</b>	\$19.53	\$20.14	\$20.76	\$21.40	\$22.07	\$22.75	\$23.46	\$24.18	\$25.13	\$25.93	\$26.45
<b>7/1/2025</b>	\$20.07	\$20.69	\$21.33	\$21.99	\$22.67	\$23.38	\$24.10	\$24.85	\$25.82	\$26.64	\$27.18

**Grade F: Cook, Floor Care Associate**

Step/yr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$18.14	\$18.70	\$19.28	\$19.88	\$20.50	\$21.13	\$21.79	\$22.46	\$23.34	\$24.08	\$24.57
<b>7/1/2022</b>	\$18.68	\$19.26	\$19.86	\$20.48	\$21.11	\$21.77	\$22.44	\$23.14	\$24.04	\$24.81	\$25.30
<b>7/1/2023</b>	\$19.24	\$19.84	\$20.46	\$21.09	\$21.74	\$22.42	\$23.11	\$23.83	\$24.76	\$25.55	\$26.06
<b>7/1/2024</b>	\$19.73	\$20.34	\$20.97	\$21.62	\$22.29	\$22.98	\$23.69	\$24.43	\$25.38	\$26.19	\$26.71
<b>7/1/2025</b>	\$20.27	\$20.90	\$21.54	\$22.21	\$22.90	\$23.61	\$24.34	\$25.10	\$26.08	\$26.91	\$27.45

**Grade G: Kitchen Storekeeper**

Step/yr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$18.60	\$19.18	\$19.77	\$20.38	\$21.02	\$21.67	\$22.34	\$23.03	\$23.93	\$24.70	\$25.19
<b>7/1/2022</b>	\$19.16	\$19.75	\$20.36	\$21.00	\$21.65	\$22.32	\$23.01	\$23.72	\$24.65	\$25.44	\$25.95
<b>7/1/2023</b>	\$19.73	\$20.34	\$20.98	\$21.63	\$22.30	\$22.99	\$23.70	\$24.43	\$25.39	\$26.20	\$26.72
<b>7/1/2024</b>	\$20.23	\$20.85	\$21.50	\$22.17	\$22.85	\$23.56	\$24.29	\$25.05	\$26.02	\$26.85	\$27.39
<b>7/1/2025</b>	\$20.78	\$21.43	\$22.09	\$22.78	\$23.48	\$24.21	\$24.96	\$25.73	\$26.74	\$27.59	\$28.14

**Grade H: Nrs Asst**

Step/yr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$18.75	\$19.33	\$19.93	\$20.55	\$21.19	\$21.84	\$22.52	\$23.22	\$24.12	\$24.89	\$25.39
<b>7/1/2022</b>	\$19.31	\$19.91	\$20.53	\$21.16	\$21.82	\$22.50	\$23.19	\$23.91	\$24.85	\$25.64	\$26.15
<b>7/1/2023</b>	\$19.89	\$20.51	\$21.14	\$21.80	\$22.48	\$23.17	\$23.89	\$24.63	\$25.59	\$26.41	\$26.94
<b>7/1/2024</b>	\$20.39	\$21.02	\$21.67	\$22.34	\$23.04	\$23.75	\$24.49	\$25.25	\$26.23	\$27.07	\$27.61
<b>7/1/2025</b>	\$20.95	\$21.60	\$22.27	\$22.96	\$23.67	\$24.40	\$25.16	\$25.94	\$26.95	\$27.82	\$28.37

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**Grade I: Float Pool Nrs Asst**

Step/vr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$19.31	\$19.91	\$20.53	\$21.16	\$21.82	\$22.50	\$23.19	\$23.91	\$24.85	\$25.64	\$26.15
<b>7/1/2022</b>	\$19.89	\$20.51	\$21.14	\$21.80	\$22.48	\$23.17	\$23.89	\$24.63	\$25.59	\$26.41	\$26.94
<b>7/1/2023</b>	\$20.49	\$21.12	\$21.78	\$22.45	\$23.15	\$23.87	\$24.61	\$25.37	\$26.36	\$27.20	\$27.75
<b>7/1/2024</b>	\$21.00	\$21.65	\$22.32	\$23.02	\$23.73	\$24.46	\$25.22	\$26.00	\$27.02	\$27.88	\$28.44
<b>7/1/2025</b>	\$21.58	\$22.25	\$22.94	\$23.65	\$24.38	\$25.14	\$25.92	\$26.72	\$27.76	\$28.65	\$29.22

**Grade J: Cook II, ER Techn, PES Behavioral Hlth Asst, Storekeeper**

Step/vr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$19.42	\$20.02	\$20.64	\$21.28	\$21.94	\$22.62	\$23.32	\$24.05	\$24.98	\$25.78	\$26.30
<b>7/1/2022</b>	\$20.00	\$20.62	\$21.26	\$21.92	\$22.60	\$23.30	\$24.02	\$24.77	\$25.73	\$26.56	\$27.09
<b>7/1/2023</b>	\$20.60	\$21.24	\$21.90	\$22.58	\$23.28	\$24.00	\$24.74	\$25.51	\$26.51	\$27.35	\$27.90
<b>7/1/2024</b>	\$21.12	\$21.77	\$22.45	\$23.14	\$23.86	\$24.60	\$25.36	\$26.15	\$27.17	\$28.04	\$28.60
<b>7/1/2025</b>	\$21.70	\$22.37	\$23.06	\$23.78	\$24.52	\$25.28	\$26.06	\$26.87	\$27.92	\$28.81	\$29.39

**Grade K: Cntrl Strle Tech II, Language Interpreter Med, Patient Access Rep**

Step/vr	Step 1 (0 yrs)	Step 2 (1 yr)	Step 3 (2 yrs)	Step 4 (3 yrs)	Step 5 (4 yrs)	Step 6 (5 yrs)	Step 7 (6 yrs)	Step 8 (7 yrs)	Step 9 (8 yrs)	Step 10 (9 yrs)	Step 16 (15+ yrs)
<b>2021 Ratification</b>	\$20.20	\$20.83	\$21.47	\$22.14	\$22.82	\$23.53	\$24.26	\$25.01	\$25.99	\$26.82	\$27.36
<b>7/1/2022</b>	\$20.81	\$21.45	\$22.12	\$22.80	\$23.51	\$24.24	\$24.99	\$25.76	\$26.77	\$27.62	\$28.18
<b>7/1/2023</b>	\$21.43	\$22.09	\$22.78	\$23.49	\$24.21	\$24.96	\$25.74	\$26.54	\$27.57	\$28.45	\$29.02
<b>7/1/2024</b>	\$21.97	\$22.65	\$23.35	\$24.07	\$24.82	\$25.59	\$26.38	\$27.20	\$28.26	\$29.16	\$29.75
<b>7/1/2025</b>	\$22.57	\$23.27	\$23.99	\$24.73	\$25.50	\$26.29	\$27.11	\$27.95	\$29.04	\$29.97	\$30.57

**Across the board schedule adjustments:**

<b>7/1/2022</b>	<b>3.00%</b>
<b>7/1/2023</b>	<b>3.00%</b>
<b>7/1/2024</b>	<b>2.50%</b>
<b>7/1/2025</b>	<b>2.75%</b>

**15 Year Step**

**Upon Implementation for eligible employees. After initial group is established, upon the first salary review date following the date the 15-year eligibility threshold is crossed.**

**Step Progression timing**

**First pay period following ratification in 2021, in current (prior contract) structure. Upon Anniversary date starting 04/01/22.**

*\*For purposes of determining new hire rates pursuant to Article 8.1, Hospital will assume steps between Step 10 and Step 16 for new hires that present with 11 or more years of service. Steps 11 through 15 will be the same rate as Step 10, but will determine how long before a new hire advances to Step 16. Note, external service will still result in starting rate one step below that which would result if all service were earned with the Hospital (as per Article 8.1).*