



COLLECTIVE BARGAINING AGREEMENT

between

LEGACY GOOD SAMARITAN HOSPITAL
& MEDICAL CENTER



INTERNATIONAL UNION
LOCAL 49

in effect from

JULY 14, 2021

through

JUNE 30, 2026

3536 SE 26TH AVE PORTLAND, OR 97202



1-800-955-3352 | FAX 503-238-6692

www.SEIU49.org

Table of Contents

AGREEMENT	5
ARTICLE 1 – RECOGNITION	5
1.1 – Jurisdiction.....	5
1.2 – Notification of New Employees.....	5
1.3 – Establishing a New Job or Job Titles.....	6
1.4 – Election for Inclusion of a Non-Covered Classification.....	6
ARTICLE 2 – UNION SECURITY AND DUES CHECK-OFF.....	6
ARTICLE 3 – HOSPITAL CONTROL	7
ARTICLE 4 – DEFINITIONS.....	7
4.1 – Probationary Employees	7
4.2 – Regular Full-Time Employees.....	8
4.3 – Regular Part-Time Employees.....	8
4.4 – Temporary Employees.....	8
4.5 – Supplemental Employees.....	8
ARTICLE 5 – JOB DESCRIPTIONS	9
ARTICLE 6 – HOURS OF EMPLOYMENT AND OVERTIME.....	9
6.1 – Limitations of the Article.....	9
6.2 – Definitions.....	9
6.3 – Days Off.....	10
6.4 – Change in Schedules	10
6.5 – Temporary Change.....	10
6.6 – Reduction of Hours (“Flexing”).....	10
6.7 – Posting Additional Hours.....	10
6.8 – Distribution of Voluntary Overtime Shifts	10
6.11 – APL Accrual on Shift Ending Early	11
ARTICLE 7 – REPORTING PAY	11
7.1 – Minimum Hours Paid.....	11
7.2 – Call-back After Regular Shift	11
7.3 – Stand-by for Senior Employees	11
7.4 – Meetings on Scheduled Days Off.....	11
ARTICLE 8 – WAGE RATES AND OVERTIME.....	11
8.1 – Rate of Pay.....	11

8.2 – Ten-year Differential	12
8.3 – Overtime Pay	12
8.4 – Pay for Work on Scheduled Days Off	12
8.5 – Lead Persons	12
8.6 – Standby Pay	12
8.7 – Temporary Work in a Higher Paid Classification.....	12
8.8 – Temporary Work in a Lower Paid Classification	13
8.9 – Shift Differential	13
8.10 – Limitations on Overtime Pay	13
8.11 – Pay After Back-To-Back Shifts	13
8.12 – Changes in Classification.....	13
8.13 – Tri-Met Pass Program	14
8.14 – Twenty-Year Bonus Payment.....	14
ARTICLE 9 – CREDIT FOR PRIOR EXPERIENCE	14
9.1 – Credit for Prior Service.....	14
9.2 – Designation of Tenure Step	14
ARTICLE 10 – ANNUAL PAID LEAVE (APL)	14
10.1 – Application of Annual Paid Leave (APL) Policy	14
10.2 – Scheduling of APL.....	15
ARTICLE 11 – FUNERAL LEAVE	15
ARTICLE 12 – PENSIONS.....	15
ARTICLE 13 – REST PERIOD DAILY	15
ARTICLE 14 – UNION RIGHTS	16
ARTICLE 15 – PAYDAYS.....	17
ARTICLE 16 – JURISDICTIONAL DISPUTES	17
ARTICLE 17 – GRIEVANCE PROCEDURES.....	17
17.1 – Prohibition of Work Stoppage	17
17.2 – Notification of Grievances	17
17.3 – Resolution of Grievances.....	17
17.4 – Failure to Act	17
17.5 – Grievance Steps	17
17.6 – Financial Responsibility.....	18
17.7 – Grievance Meetings	18

ARTICLE 18 – DISCIPLINE AND DISCHARGE	18
18.1 – Termination Notices.....	18
18.2 – Discipline and Discharge	19
ARTICLE 19 – UNION NOTICES	19
ARTICLE 20 – SENIORITY.....	19
20.1 – Eligibility for Seniority	19
20.2 – Protection of Seniority	20
20.3 – Vacations.....	20
20.4 – Job Bid Procedure	20
20.5 – Transfers Within the Same Classification.....	21
20.6 – Change of Classification	21
20.7 – Holding a Covered and Non-Covered Classification at the Same Time	21
ARTICLE 20A – LAYOFF AND REDUCTION OF BENEFITS STATUS.....	23
20A.1 – Layoff and Reduction of Benefit Status.....	23
ARTICLE 21 – MEDICAL-HOSPITAL-SURGICAL INSURANCE, DENTAL INSURANCE, SHORT-TERM AND LONG-TERM DISABILITY INSURANCE	25
ARTICLE 22 – LEAVES OF ABSENCE	27
22.1 – Hospital Policy.....	27
ARTICLE 23 – EQUAL OPPORTUNITY AND RESPECT.....	27
ARTICLE 24 – ALCOHOL AND DRUG-FREE WORKPLACE.....	28
ARTICLE 25 – COMMITTEE PARTICIPATION.....	28
ARTICLE 26 – HEALTH AND SAFETY	29
ARTICLE 27 – INJURY-FREE WORKPLACE	29
ARTICLE 28 – EMPLOYEE CONDUCT AND ATTENDANCE	30
ARTICLE 29 – EMPLOYER PROVISION OF IDENTIFICATION BADGES.....	30
ARTICLE 30 – UNIFORMS AND SCRUBS	30
ARTICLE 31 – SAVINGS CLAUSE.....	30
ARTICLE 32 – EQUIPMENT AND SUPPLIES	30
ARTICLE 33 – CONTRACTING OUT	30
ARTICLE 34 – EDUCATION	31
ARTICLE 35 – DURATION.....	31
Wage Scale.....	33
Letter of Understanding Regarding Helping Hands Program.....	36

Letter of Understanding Regarding Union Recognition.....	37
Letter of Understanding Regarding Computer Access	38
Letter of Understanding Regarding Labor/Management Committee	39
Side Letter of Agreement Regarding Education and Assistance with Financial Aspects of Healthcare	40
Ratification Bonus and Lump Sum for Minimum Wage Increase	41

AGREEMENT

THIS AGREEMENT is made and entered into the day of July 14, 2021 by and between GOOD SAMARITAN HOSPITAL AND MEDICAL CENTER of Portland, Oregon, hereinafter called "Employer" or "Hospital," and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49, of Portland, Oregon, hereinafter called the "Union."

ARTICLE 1 – RECOGNITION

1.1 – Jurisdiction. The Hospital recognizes the Union as the exclusive bargaining representative, for the purpose of collective bargaining with respect to rates of pay, hours of work and working conditions, for employees who are employed in the following job classifications:

Central Sterile Tech I	Floor Care Associate
Central Sterile Tech II	Kitchen Storekeeper
Certified Nursing Assistant (CNA II)	Logistics Tech
Cook Assistant	Hospitality Service Associate
Cook	Occupational Therapy Aide
Cook II	Operating Room Assistant
Customer Service Associate	Operator
(EVS and Nutrition Services)	Patient Dining Assistant
Emergency Room Tech	Physical Therapy Aide
CS Equipment Tech	Storekeeper (EVS, MSO)

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 Employer, including the Employer's Bridge-to-Practice Program. Such programs are intended for professional enhancement and shall in no way remove rights of bargaining unit employees under this Agreement.

1.2 – Notification of New Employees. At the time a new employee is hired who will be subject to this agreement, the Employer shall deliver to the employees a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and quoting or paraphrasing the provisions of Article 2 of this Agreement.

STATEMENT TO NEW EMPLOYEES

A. This Hospital has entered into an Agreement with the Service Employees International Union, Local No. 49, recognizing said Union as the collective bargaining representative in respect to wages, hours and working conditions for Union members in job classification specified in Article 1 of the Agreement.

B. The name and address of all new employees in job classifications named in Article 1 of the Agreement will be furnished to the Service Employees International Union, Local 49. You will be notified by a representative of the union as to the monthly dues and initiation fees payable.

Not later than the tenth (10th) of the following month the Employer shall supply the Union with the names, addresses, department and classifications of work of new employees and the names of employees terminated.

1.3 – Establishing a New Job or Job Titles. The Employer shall not establish jobs or job titles for the purpose of excluding employees from the bargaining unit.

1.4 – Election for Inclusion of a Non-Covered Classification. When the Union obtains and presents to the Employer signed authorizations for representation from a bona fide majority of employees in a job classification not covered by this article, the Employer agrees to recognize the Union as the exclusive bargaining agent, and further agrees to negotiate with the Union on their wage scale and on blanketing them into this Agreement, (if appropriate for inclusion in this bargaining unit according to National Labor Relations Board standards), provided, however, that the Union first obtains a majority of votes of the entire, non-covered, job classification in a Consent Election to be conducted by the National Labor Relations Board. The term “non-covered job classification” shall be defined as that category or unit that employs workers engaged in the same or similar work.

ARTICLE 2 – UNION SECURITY AND DUES CHECK-OFF

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 contract shall remain members in good standing and those who are not members or agency fee-payers 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 members in good standing of the Union or agency fee-payers.

2.2 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 Article 2.1 above. Such employee 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. Legacy Good Samaritan Hospital Foundation; or
- D. Randall Children’s Hospital at Legacy Emanuel.

2.3 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 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.

2.4 Employees who are required hereunder 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 competent replacement can be obtained.

2.5 Deductions for initiation fees and dues will be made from employees’ paychecks due on the designated pay days of each month and submitted to the Union office. Such deductions shall be made only for employees who have executed a voluntary authorization

as defined in Section 2.7, below. Monies so deducted shall be transmitted/postmarked to the office of the Union on or before the fifteenth (15th) calendar day of each month and shall be accompanied by a list of the employees, designated as members or fee payers, with their employee number, monthly gross pay (excluding overtime) and the amount deducted. This information will also be provided electronically in Microsoft Excel 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 electronically in Microsoft Excel format on a monthly basis, employee information which shall include the employee name, employee identification number, address, telephone number, job classification, seniority date, hours status (full-, part-time, on-call or supplemental), employment status (regular, temporary, leave), department and department code. The foregoing information shall be provided for all current employees, new employees, employees who have transferred into the bargaining unit, employees who have transferred to a different department or classification within the bargaining unit, and employees rehired into the bargaining unit. The Hospital will also provide the names of employees terminated or transferred to a different department or classification outside of the bargaining unit.

2.6 The Hospital shall also deduct voluntary COPE contributions from the pay of each employee who voluntarily executes an authorization as defined in Section 2.7, below, authorizing the Hospital to deduct such contributions from their paycheck. The amount to be deducted shall be the amount designated by the employee on his/her voluntary authorization. The voluntary authorization may be revoked by the employee at any time.

2.7 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.

2.8 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 this Article 2, or in reliance upon any assignment and authorization form, list or information which shall have been furnished the Hospital under such provisions.

ARTICLE 3 – HOSPITAL CONTROL

3.1 Except as specifically limited herein, the Employer shall control and supervise all operations including control and regulation of the use of all equipment and other property of the Hospital; and direct all working forces including selection, hire and promotion, assign employees a specific job, determine job content and job duties, classification, reclassification, discipline, suspension, or discharge for just cause, layoff, demote or transfer employees or relieve them from duty, and maintain discipline and efficiency among its employees, subject to this Agreement and grievance procedure. The Employer shall be the judge of the qualifications of all employees.

ARTICLE 4 – DEFINITIONS

4.1 – Probationary Employees. Employees shall be considered probationary employees during the first ninety (90) calendar days of employment. With mutual agreement in writing between the union, employer and employee, this probationary period can be extended for an additional thirty (30) days. During this probationary period employees may be discharged without recourse to the grievance procedure.

4.2 – Regular Full-Time Employees. A regular 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 (14) day work period. Such employees shall accumulate and receive all fringe benefits as provided in this Agreement subject to length-of-service eligibility date requirements when they become, and so long as they remain, regular full-time employees.

4.3 – Regular Part-Time Employees. Part-Time Category I: A regular part-time category I employee is one who is employed to regularly work between twenty-four (24) and thirty-six (36) hours per seven (7) day work period or between forty-eight (48) and seventy-two (72) hours per fourteen (14) day work period.

Part-Time Category II: A regular part-time category II employee is one who is employed to work regularly, but who regularly works less than twenty-four (24) hours per seven (7) day work period or less than forty-eight (48) hours per fourteen (14) day work period.

Regular part-time employees shall accumulate and receive fringe benefits as provided in this Agreement subject to length-of-service eligibility dates and hours of eligibility for the particular fringe benefit, some of which may be prorated on the basis of hours worked.

4.4 – Temporary Employees. Temporarily hired for a period not to exceed three (3) months as an interim replacement or for temporary work on a predetermined work schedule which does not extend beyond three (3) months. Such employees will not be eligible for Annual Paid Leave benefits. Initial ninety (90) days may be extended for up to an additional ninety (90) days by mutual agreement in writing between the hospital, employee and the union.

4.5 – Supplemental Employees. Any employee who works only when called. Supplemental employees will receive time and one-half (1 1/2) for working holidays, and shift differential when applicable. Such employees will receive tenure increases when hours accrued are equal to a full-time employee. [Note: starting with ratification of the 2018-2021 collective bargaining agreement (August 3, 2018), supplemental employees will begin receiving applicable tenure increases annually on their anniversary date, provided however that the first annual increases will be a minimum of one year from the employee's most recent tenure increase.] Supplemental employees who have changed from full-time, part-time (Category I) or part-time (Category II) to Supplemental shall continue to maintain pension benefits if vested, and, shall receive payment for accrued APL benefits.

Supplemental employees consistently working twenty-four (24) or more hours per week (over a six (6) month period) may request an evaluation of eligibility for benefits through the Human Resources Department. If the employee qualifies under the above conditions, then the supplemental employee may request that the position be posted for bid and the Hospital will have to abide by that request and post the position 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 of eligibility. The employee also will be reclassified to regular part-time or regular full-time.

Supplemental employees may decline offered shifts but any supplemental employee who has not worked during any consecutive forty-five (45) 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 45 days to retain supplemental status. Such review must be requested within seven (7) calendar days of the employee receiving notice that the employee's position will end.

4.6 Variable Hour Positions. Variable hour positions are regular full-time or regular part-time positions that are designed to fill holes in the schedule and therefore are

assigned variable hours, provided however that such positions shall not be scheduled across shifts without the employee's consent. The Hospital shall not post variable hour positions for more than 10% of the positions within a classification.

4.7 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.

4.8 "Department." For purposes of this agreement, department is defined as cost center unless through mutual agreement with the union department is expanded to include more than one cost center/arena.

ARTICLE 5 – JOB DESCRIPTIONS

5.1 It is agreed that the Employer shall maintain descriptions setting forth job duties necessary and traditional in the operation of hospitals and clinics concerned with the care, treatment and recovery of patients. Job descriptions shall be updated from time to time to reflect changes in duties. It is recognized that changes in job titles contained in this Agreement may be necessary in accomplishing this project and such changes shall be by mutual agreement between the Employer and the Union negotiating committee. Job descriptions maintained by the Employer shall be made available to the Union upon request.

ARTICLE 6 – HOURS OF EMPLOYMENT AND OVERTIME

6.1 – Limitations of the Article. 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.

6.2 – Definitions. "Work Week" 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. "Work Day" as referred to in this Article shall mean and consist of a twenty-four (24) hour period further defined as from midnight to midnight. Hours (for purposes of calculating overtime in excess of an eight-hour day, only) are attributed to the day an employee clocks in.

6.3 – Days Off. Days off shall be consecutive, except for employees on 12-hour shifts who self-schedule, unless a change is made as defined in paragraph 6.4 of this Article.

6.4 – Change in Schedules. In all cases, except those cases of emergency, should it be necessary in the interest of efficient operation to establish schedules departing from the present basis of scheduling hours and days worked, the Hospital shall give three (3) weeks advance notice to the Union to bargain over such changes. The parties shall in good faith attempt to agree upon mutually satisfactory schedules and methods to change schedules when changes are necessary. The parties understand, however, that the final right to establish schedules rests with the Employer. The Hospital agrees that it shall not be arbitrary or capricious in making changes in schedules.

6.5 – Temporary Change. The Hospital may make temporary adjustments (not to exceed ninety (90) calendar days) in the work scheduling in order to fill the needs of the Department. The Hospital agrees that it shall not be arbitrary or capricious in their judgment of a temporary adjustment.

6.6 – Reduction of Hours (“Flexing”). Prior to implementing the daily flexing procedure within a job classification, the Hospital will float the surplus staff to other areas of the Hospital, wherever the need exists. During temporary periods of daily flexing, the Hospital will first ask volunteers 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 (or cost center for nursing units), 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.

In cases of reduction of hours in nursing units, the employee with the least seniority within a cost center and job classification, shall first receive the reduction of shifts, provided the employee(s) remaining has (have) the necessary skill and ability to effectively perform the job. During the life of this contract, with mutual agreement between the Union and Management, cost center may be replaced by “arena” and may be redefined as all nursing units on a floor.

6.7 – Posting Additional Hours. Part time employees who wish to work additional hours made available due to temporary scheduling changes may sign up on a list to be posted in the department in accordance with each department’s scheduling period. When practicable, the hospital will assign hours to those on the list qualified to do the work in seniority order except when the additional hours will constitute overtime. It shall be permissible but not mandatory for the hospital to disrupt current work schedules to assign hours to employees on the list. If an employee who has signed up on the list refuses an assignment, the employee’s name shall be removed from the list for that scheduling period. If the hospital cannot find available hours using part time employees from the list, it will then make reasonable efforts to offer hours to on-call and then to supplemental employees.

6.8 – Distribution of Voluntary Overtime Shifts. Employees interested in working overtime shifts may sign up on a list, maintained by classification and department, to be posted in the department in accordance with each department’s scheduling period. When practicable, the hospital will offer available overtime shifts within the same department to employees on the list who are in the classification needed, or who have been assigned to work in the classification needed, within the last year, and who are not already scheduled to work, in seniority order. Under no circumstances will the hospital be required to disrupt current work schedules to assign overtime shifts, or to assign overtime shifts that will result in less than twelve

hours' rest before the employee's next scheduled shift. If an employee who has signed up on the list refuses more than one offered overtime opportunity, the employee's name shall be removed from the list for that scheduling period. Notwithstanding any other portion of this agreement, in no case shall any one employee be awarded more than one overtime shift per pay period unless no other employee in the same job classification and department wants the additional overtime shifts. The parties agree that this provision shall apply to scheduled overtime shifts only. Daily overtime shall continue to be awarded in accordance with department policy and/or practice, provided such policy and/or practice does not violate any other provision of this Agreement.

6.9 – Electronic Scheduling System for Overtime and LSI Shifts. Bargaining unit employees who work in departments that use the electronic scheduling system will use the system on the same terms as non-bargaining unit employees, but will have seniority rights as it relates to first overtime offers of available shifts. LSI after overtime has been offered and not accepted, or LSI shifts offered for last minute critical-to-fill shift vacancies, will be afforded to the first responder without regard to seniority.

6.10 – 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.

6.11 – APL Accrual on Shift Ending Early. When a regular full or part time employee is scheduled to work a shift and is relieved from duty by the Hospital prior to the end of the shift, the employee shall accrue hours based on the scheduled hours.

ARTICLE 7 – REPORTING PAY

7.1 – Minimum Hours Paid. No employee shall be called to work for less than four (4) hours. Any employee requested to report to work and not put to work shall receive four (4) hours pay. 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 an employee was scheduled is not available, the Hospital may reassign the employee for that day, consistent with their job classification.

7.2 – Call-back After Regular Shift. An employee who is called back to work after having completed the regular work schedule and having left the Hospital premises, shall be paid the minimum of two (2) hours for such call-back at the rate of time and one-half (1 1/2) the regular rate of pay.

7.3 – Stand-by for Senior Employees. Employees with twenty (20) years or more seniority with the Employer will be given preference to be excused from being on stand-by as staffing allows.

7.4 – 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 no less than two hours, at the rate of time and one-half (1 1/2) the regular rate of pay.

ARTICLE 8 – WAGE RATES AND OVERTIME

8.1 – Rate of Pay. Wages are earned and paid by the hour. Wage rates for the job classifications covered by this Agreement are attached as Schedule A. Any increase in wage rates must have the mutual agreement of the Union and the Hospital. The Hospital proposes the

following across-the-board increases:

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:

Effective July 1, 2022 – 3%

Effective July 1, 2023 – 3%

Effective July 1, 2024 – 2.5%

Effective July 1, 2025 – 2.75%

Note: the actual effective date will be the start of the full pay period immediately following the stated date.

8.2 – Ten-year Differential. Employees who have completed ten years of uninterrupted service with the Hospital shall receive a differential of \$1.30 per hour. Ten-year differential shall be included in Annual Paid Leave (APL) and Extended Illness (EI) leave paid.

8.3 – Overtime Pay. Employees shall be paid at the rate of one and one-half (1 ½) times their regular rate, including shift differential, for all hours worked in excess of forty (40) hours per work week, and for all hours worked in excess of the employee's regularly scheduled shift, of at least eight hours, in any one work day. The Employer and employee may individually authorize, in writing, overtime pay at the rate of one and one-half (1 ½) times the regular rate of pay for those hours worked in excess of eighty (80) hours in the fourteen (14) day work period and in excess of eight (8) hours worked in any work day, consistent with the Fair Labor Standards Act.

8.4 – 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 Employer.

8.5 – Lead Persons. Lead persons assigned at the sole discretion of the Employer shall be paid at least \$1.00 per hour above the employee's regular rate for all hours worked on lead.

8.6 – Standby Pay. Pursuant to LHS.500.201, employees assigned to standby shall be paid four dollars (\$4.00) per hour for the hours they are required to standby or seven dollars (\$7.00) per hour for the hours they are required to standby on a holiday. Standby status must be scheduled in advance. Standby pay will be paid when an employee is required to be available to immediately return to work. When an employee is called to work from standby status, such employee will be provided with a minimum of three hours' work at time and one-half pay as provided by Policy LHS.500.201. If standby pay is increased for the non-represented employees of the Hospital, it will also be increased for employees covered by this contract.

8.7 – Temporary Work in a Higher Paid Classification. Any employee who performs work in a higher paid classification for one (1) or more hours shall be paid at the higher rate of pay for time spent working in the higher classification.

8.8 – 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. The foregoing will not apply to voluntary overtime performed in a lower paid classification, in which case the employee will receive the rate of pay for the lower paid classification.

8.9 – Shift Differential. The shifts under this Agreement are 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 as applicable, even though the majority of hours actually worked would not have otherwise qualified. Shift differentials shall be included in annual paid leave (APL) and extended illness (EI) 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. It is not necessary for non-contiguous hours to meet the minimum four (4) hour criteria to qualify for shift differential.

Shift differential rates:

- Shift 2: \$1.40 per hour
- Shift 3: \$2.50 per hour

If the shift differential rates are increased for the equivalent non-union service positions, they shall also be increased for the Local 49 employees.

8.10 – Limitations on Overtime Pay. There shall be no pyramiding of overtime or of premium pay.

8.11 – Pay After Back-To-Back Shifts. Employees who are required to work a regularly scheduled shift within twelve (12) hours of completing two (2) shifts back-to-back will be paid time and one-half for the third shift worked. In the interest of safety and service, the manager may request that the employee take the third shift off.

8.12 – Changes in Classification.

A. Change to a higher paid classification: An employee promoted from one classification shall be paid the first step rate of the new classification which is next above his/her former rate and which will provide an increase of at least thirty-five (\$.35) per hour or shall be paid at the step rate matching his/her years of prior experience in accordance with Article 9.1 (Credit for Prior Experience), whichever is higher; provided, however, that the date of promotion shall be used in determining his/her eligibility date for future step rate increases in

his/her new classification unless s/he is receiving the maximum step rate of his/her new classification at the time of promotion.

B. Change to a lower paid classification: An employee who transfers to a lower paid classification or whose position is reclassified downwards shall be paid at that rate in the new grade that would be the least reduction from the former wage rate. An employee who displaces to a lower paid position in connection with a layoff or reduction in force or whose duties are reclassified into a lower paid position shall be paid at that rate in the new grade that would be the least reduction from the former wage rate.

8.13 – Tri-Met Pass Program. The Hospital shall allow employees the option to pay for Tri-Met passes through payroll deduction. Passes shall be available for employees to pick up at the Hospital’s gift shop or other appropriate on-site location.

8.14 – 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).

8.15 – 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).

8.16 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 9 – CREDIT FOR PRIOR EXPERIENCE

9.1 – Credit for Prior Service. Credit shall be given new employees in the tenure bracket set forth in the wage schedule for prior experience in the same classifications acquired in JCAHO Hospitals or other Facilities acceptable to the Employer.

9.2 – Designation of Tenure Step. Credit shall commence on the date satisfactory proof is provided by the new employee of such prior experience at which time such employee shall be advanced from “hire” bracket to one (1) bracket lower than the bracket for which s/he would have qualified had all such experience been earned in the Employer’s facilities. However, if an employee who leaves employment with the Hospital and returns in twelve (12) months or less, that employee will be hired at the same wage step s/he was paid at before the break in service and shall retain his/her original union seniority date. 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, including the employee’s name and a copy of the employee’s job application.

ARTICLE 10 – ANNUAL PAID LEAVE (APL)

10.1 – Application of Annual Paid Leave (APL) Policy. Employees covered by this contract shall receive paid time from work as provided and administered under the policy entitled APL Program (LHS.500.204) except for provisions of Article 10 below. The APL plan shall be in lieu of other holiday, vacation and sick leave benefits.

A. Eligible employees shall accrue APL as follows:

Months of Continuous Service	Hourly Accrual Rate	Maximum Annual Accrual	Maximum APL Balance
0-60	.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, including if Juneteenth is added as a holiday.

10.2 – Scheduling of APL. Requests for scheduling Annual Paid Leave will be made to the department head for consideration in connection with staffing needs. In the event two (2) or more employees request the same period of time off, the most senior employee shall have preference.

10.3 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.

10.4 Employees required to work on designated holidays will be compensated one and one-half (1 ½) 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 working on the holiday. The maximum APL balance under this policy is 560 hours. Any improvements to the APL Program during the term of the agreement will be provided to the bargaining unit.

ARTICLE 11 – FUNERAL LEAVE

11.1 Funeral or bereavement leave will be granted in accordance with Legacy's Leave of Absence policy (LH.500.401).

ARTICLE 12 – PENSIONS

12.1 The Hospital agrees to provide the same retirement benefits to bargaining unit employees as it provides to similarly situated full time and part time non-represented employees. The Hospital may change the current retirement programs 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 retirement benefits during this Agreement shall be no different for the bargaining unit than changes for similarly-situated non-bargaining unit employees of the Hospital.

ARTICLE 13 – REST PERIOD DAILY

13.1 The Employer shall authorize all employees to take rest periods daily which insofar as practicable in light of workload requirements, shall be in the middle of each work period. Each employee and supervisor is responsible for scheduling breaks. Rest periods

may be taken at times other than the middle of each work period with the permission 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. Overtime shall not be paid and employees shall not be excused from work early because of missed breaks unless approved by the supervisor.

ARTICLE 14 – UNION RIGHTS

14.1 Duly authorized representative(s) of the Union shall be permitted at all reasonable times to enter the Hospital operated by the Employer for the purpose of representing employees covered by their Agreement and observing conditions under which employees are employed; provided however, that no interference with the work of an employee 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 administrative offices, presenting credentials, stating the nature of the visit, and area to be visited. Permission must be obtained from Managerial Representative prior to contacting employees during their working time. Representation of employees covered by this Agreement shall not be construed to include organizational efforts during employees' work time. The Employer shall make reasonable effort to make employees available for the purpose of investigation of disputes that arise under the terms of this Agreement.

14.1.1 – 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.

14.2 The Employer agrees to provide thirty (30) minutes of work time for a representative of the Union or a Steward to make a presentation at the Hospital-wide orientation of new employees on behalf of the Union for the purpose of identifying the organization's representational status, organizational benefits, facilities, and collecting membership applications. This time is not to be used for discussion of any labor/management disputes.

14.3 Bulletin boards or sections of bulletin boards shall be provided to the Union in the following locations: Food Services – Kitchen, Cafeteria Locker Room, Housekeeping, Main OR (employee lounge), Fourth Floor SE service corridor, Fifth Floor NW service corridor, Sixth Floor NW service corridor, ER Break Room, and MSO-Employee Break Room/Central Sterile Employee Break Room.

14.4 Subject to scheduling requirements, the Hospital agrees to grant leave for bargaining team members to attend bargaining sessions with the Hospital. Employees may use APL or the time code of "union work-bargaining-no pay" for bargaining sessions. The Union agrees to notify the Employer in writing of its members designated as bargaining representatives.

14.5 Union Leave. Subject to the employee's work unit operating requirements, two 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. 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.

ARTICLE 15 – PAYDAYS

15.1 There shall be not less than two (2) paydays per month and any employee who quits of his or her own volition with forty-eight (48) hours (not including Saturdays, Sundays or holidays) notice to Employer shall receive all wages due on the last day worked. When an employee quits without prior notice, the final paycheck will be available within five (5) days (excluding Saturdays, Sundays and holidays). All employees discharged or laid off shall receive all monies due at the time of discharge or layoff.

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 it was being performed at the time the jurisdictional dispute arose.

ARTICLE 17 – GRIEVANCE PROCEDURES

17.1 – Prohibition of Work Stoppage. During the period of this Agreement there shall be no strikes, picketing, lockouts, sympathetic strikes or picketing, work slowdowns or use of sick time as a concerted activity. In the event of unsanctioned work action, the Union will take affirmative action to end such unsanctioned actions. All grievances will be settled as hereinafter provided.

17.2 – Notification of Grievances. The Union agrees to provide the Department of Human Resources with a copy of any grievance filed from within the bargaining unit and also copies of grievance correspondence.

17.3 – Resolution of Grievances. Both the Employer 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 provision of this Agreement.

Recognizing that many complaints and misunderstandings may be satisfactorily resolved short of their becoming grievances, it is agreed that both the Union and the Employer shall encourage employees to first discuss any complaint or misunderstanding with the appropriate supervisor or manager. Timeliness of problem resolution is important. Both parties should mutually agree to a time frame for response and/or resolution.

17.4 – Failure to Act. 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.

17.5 – Grievance Steps. Both the Employer and the Union agree to actively pursue the following steps in order to effectively resolve grievances:

Step 1. A grievance must be first presented by the employee and/or Union Representative in writing to the manager and/or the designated Employee Relations Consultant within twenty-one (21) calendar days of the action or of the employee's first knowledge of the action which causes the grievance. The

grievance must be signed by the employee either before or at the Step 1 grievance meeting. The written grievance shall contain the article violated, 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 seven (7) calendar days after the grievance meeting; the response shall be in writing.

Grievances of termination shall be referred to Step 2. The designated Employee Relations Consultant shall respond within 21 calendar 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 designated Employee Relations Consultant, within 14 calendar days following the reply given in the preceding step.

A written response to the grievance shall be given by the Director of the area within 14 calendar 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 grievance in writing to the designated Employee Relations Consultant within 14 calendar days following the reply given in the preceding step. A written response must be given to the employee by the assigned Employee Relations Consultant within 14 calendar days of receipt of the appeal.

Step 4. If the grievance is not resolved in Step 3, the Union may within thirty (30) calendar days, request that the grievance be submitted to arbitration, in writing. Thereafter, the parties will meet within fourteen (14) calendar days and request a list of eleven (11) qualified and available arbitrators from the Federal Mediation and Conciliation Service (FMCS). Either party may reject in its entirety the first list and request a second list from the FMCS. The Hospital and the Union representative will decide by lot the order of elimination and then shall strike alternatively names from the list. The eleventh (11th) 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 contract. The decision of the arbitrator will be final and binding on each party.

17.6 – Financial Responsibility. Each party shall be responsible for carrying the financial burden of its own case, including attorney’s fees, witness fees, etc. Both parties shall split equally all joint costs, such as hearing room rentals; and each party shall pay one-half (1/2) of the cost of the arbitrator.

17.7 – Grievance Meetings. The Employer reserves the right to limit to those who are directly involved in the grievance, including witnesses, the number of stewards and other employees excused from work to attend grievance meetings.

ARTICLE 18 – DISCIPLINE AND DISCHARGE

18.1 – Termination Notices. Unless the discharge is for just cause, the Employer agrees to give two (2) weeks’ notice of termination or pay in lieu of notice to all regular employees.

All employees shall give two (2) weeks’ notice of their intention to voluntarily terminate, which notice shall be directed to their supervisors who will inform Human Resources

Department. Failure of the employee to give two (2) weeks' notice may bar the employee from re-employment at the Hospital. The Employer will give reasonable consideration to cases of hardship.

18.2 – Discipline and Discharge. No employee shall be disciplined or discharged without just cause.

1. It is the Employer's intent to make use of progressive discipline in accordance with established practices and policy, which will take into account the severity of the alleged misconduct.

2. The employee shall receive copies of all written corrective action placed in the employee's Personnel file. The employee shall receive a copy at the time the corrective action is delivered. Employees shall have the right to respond in writing to any written corrective action in their Personnel file and have that response attached to the relevant material. It is agreed that the employee's file kept in Human Resources is the official record of the employee.

3. Written corrective action and documentation of employee counseling sessions shall be inactive after a period of one (1) year from the date of issuance, unless the corrective action relates to the same issue. After three (3) years an employee may submit a written request to have a previous corrective action removed from his or her 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.

4. All employees have the right to review the contents of their personnel file upon request to Human Resources.

5. Employees are entitled to union representation, upon request, in any investigatory meeting that they reasonably believe may lead to discipline.

With any step in the corrective action process, employees will be informed of the action being taken, and of what is expected of them to correct their performance. For any written warning, a copy of the warning will be completed and become part of the employee's file in the department with a copy given to the employee. Corrective action will be administered in a timely manner in accordance with established practices and policy.

18.3 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, Oregon Paid Sick Leave, approved leave as a reasonable accommodation for a qualifying disability, and pre-scheduled APL approved under the department's vacation scheduling policy.

ARTICLE 19 – UNION NOTICES

19.1 A locked bulletin board will be provided by the hospital for the purpose of posting official union business.

ARTICLE 20 – SENIORITY

20.1 – Eligibility for Seniority. Seniority shall date from the time the employee last entered a bargaining unit position covered by this Agreement (see Credit for Prior Experience, Article 9). Seniority shall apply to regular full time and regular part time employees

only.

Seniority Tie-Breaker: Employees having the same seniority date will be permanently ranked on seniority records based on the employee ID number. The lower the number, the higher the seniority rank.

20.2 – 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 On Call or Supplemental status without written agreement of the employee and Union.

20.3 – Vacations. Persons will have choice of vacation dates in accordance with department policies, which include seniority at specified vacation bid times.

20.4 – Job Bid Procedure. 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 and on a bulletin board accessible to all employees for five (5) calendar days to afford existing full and part time employees first choice. The Hospital may post the position simultaneously on the Legacy website. The posting shall include the days, hours of work, job description, pay range, and hours status (full, part-time on call or supplemental); Environmental Services and Nutrition Services postings also will include primary area of assignment. For on-call, supplemental and variable hour 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. Employees interested in posted jobs may bid by making application to the Human Resources office and/or appropriate Managerial Representative. The Hospital shall first consider qualified employees from the department for the vacant position. Hospital shall then consider qualified employees from the bargaining unit before any other applicants for the vacant position, provided they apply within five (5) calendar days of the initial posting.

Employees who shall be absent for five (5) or more days shall be allowed to submit written requests in advance for jobs covered by this Agreement which may subsequently become vacant. Such request 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 five (5) day posting period, shall only be guaranteed the right of consideration.

When bidding on vacant jobs where one or more employees within the department has held, or been assigned to work in, that classification within the last three years, or currently holds that classification, selection shall be awarded to the most senior employee unless the senior employee is currently subject to a documented corrective action. Where none of the bidders for a vacant position meets the foregoing criteria, 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) will 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. When considering supplemental or on-call employees as candidates for posted positions, the Hospital may consider the supplemental or on-call employees’ worked hours and commitment to filling available shifts during the six months immediately preceding the posting when awarding the position. If requested by an employee who is not awarded a position based on hours worked, the Hospital will provide the number of hours worked by all candidates for the position to both the employee and the Union.

Employees on protected leave of absence may bid on open positions. Employees on any other form of leave may not bid on open positions.

Once the five (5) day period has elapsed, Hospital may consider and select any applicant for the position.

Employees awarded a job through the bid process will be placed in the new job within forty-five (45) calendar days. If as a result of a successful job bid, an employee is moving from a non-benefited position to a position whereby he/she will be eligible for employee benefits under this agreement, the employee will move to benefited status following the employee's award of the position pursuant to the job bid.

An employee who has exercised bidding rights and been selected into a different classification may not again exercise seniority in bidding for other job classifications until six (6) months have elapsed from the effective date of the most recent date of appointment. This includes an employee who has returned to his/her former position following a trial period, in which case the six (6) months shall run from the date of return to former position. The Employer may waive this requirement on an individual basis.

20.5 – Transfers Within the Same Classification. If an employee has bid for a job in the same classification and pay as his/her present job and is subsequently appointed, the employee shall be given a fifteen (15) calendar day trial period in the new job, subject to the limitations below. If the employee does not perform satisfactorily in the new position, or if the employee is dissatisfied in the job within the fifteen (15) day period the employee shall be returned to his/her former position, provided the former position has not been filled.

An employee who has exercised seniority rights to transfer under the provision of this Section, and has been offered and accepted the new job, may not again exercise those rights until three (3) months have elapsed from the date of acceptance of the new job. This includes an employee who has returned to his/her former position following a trial period, in which case the three (3) months shall run from the date of return to former position. An employee may not transfer positions under this provision more than two times within a six-month period.

20.6 – Change of Classification. If an employee bids for a job in a different classification and is subsequently appointed, the employee shall be given a fifteen (15) calendar day trial period in the new job, subject to the limitations below. If the employee does not perform satisfactorily in the new position, or if the employee is dissatisfied in the job within the fifteen (15) calendar day period, the employee shall be returned to his/her former position, provided the former position has not been filled.

20.7 – Holding a Covered and Non-Covered Classification at the Same Time. The parties agree that an employee shall be allowed to hold two or more non-supervisory part-time, on call or supplemental positions for Legacy Health, regardless of whether such positions are inside or outside the bargaining unit. In addition, the parties agree that a full-time employee may hold an on call or supplemental position outside of the bargaining unit and vice versa. 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 on call or supplemental status at Good Samaritan Hospital and on call or per diem at another Legacy Hospital shall have their status listed based on their position at Good Samaritan Hospital.

An employee who applies for a supervisory position within Legacy Health must be willing to resign from his/her bargaining unit position in order to be hired into 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 – or floats in the employee's current classification to departments and facilities outside the bargaining unit – the following

conditions shall apply:

1. 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.

2. 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.

3. 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 of this Agreement, unless the discipline results in the employee's termination from his/her bargaining unit position, pursuant to no. 2, above.¹ 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.

4. 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 may 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.

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

¹ The parties acknowledge that for discipline issued while an employee is working outside of the bargaining unit, the employee may grieve such discipline under Legacy's Resolution of Problems and Grievance policy.

6. Work outside the bargaining unit will not count for purposes of calculating overtime pay under Article 8 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.

ARTICLE 20A – LAYOFF AND REDUCTION OF BENEFITS STATUS

20A.1 – Layoff and Reduction of Benefit Status. In cases of layoff or reduction of benefit status, the employee with the least seniority within a department and classification shall first be laid off or receive reduction of benefit status, provided the employee(s) remaining has the necessary skill and ability to effectively perform the job.

If, as a result of layoff, qualified employees have been displaced and have not been offered a position through the job bid procedure, qualified senior employees may displace lower senior employees within the department and classification in accordance with the following procedure (If there is more than one displaced employee in any category as outlined below (A, B, C) an appropriate number of positions within each category will be identified and the most senior effected employee may displace first.):

A. A qualified displaced full time employee with seniority, may look to the least senior full time position, the least senior part time benefit eligible position or the least senior part-time non-benefit eligible position within the unit and classification and displace any one of those individuals or accept the reduction and go to the recall roster.

B. A qualified displaced part time benefit eligible employee with seniority may look to the least senior part time benefit eligible position or the least senior part-time non-benefit eligible position within the department and classification and displace either of those individuals or accept the reduction and go on the recall roster.

C. A qualified displaced part time non-benefit eligible employee with seniority may look to the least senior part-time non-benefit eligible position in the unit and classification and displace that individual or accept the reduction and go on the recall roster.

If an employee displaces another employee and later decides not to accept the position it will be determined that s/he has resigned his/her position.

We have agreed that an employee who displaces another employee through this process will not be restricted from exercising bidding rights as outlined in Article 20.5 paragraph 6 and Article 20.6 shall not apply.

For point of clarification, qualified means the employee meets the qualifications for the position as currently defined through Article 20.4 Job Bid Procedure. If an employee is determined not be qualified for a position due to documented performance concerns, the employer will notify the union of such decision prior to the displacement process.

Rather than suffer a layoff, an employee with experience in more than one (1) department or in more than one classification within a department may exercise seniority to

displace a supplemental employee in the former department or classification, provided the employee is able to effectively perform the job.

Within classification, employees will be considered for layoff in the following order:

- A. Temporary
- B. Supplemental
- C. On Call
- D. Probationary
- E. Regular employees (full-time and part-time)

An employee who accepts a supplemental position or a position in a lower paying classification as a result of layoff will retain the right to be placed on the recall list for the position/benefit status from which they were laid off. The Employer will maintain employees' names on a recall list for twenty four (24) months following their last day worked, or their last day worked in the former benefit status. When a position within the former classification becomes available, the employee laid off or had benefit status reduced last shall be considered for rehire first, provided the former employee is qualified for the work available. The Employer will inform employee by certified 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.

Recalled employees shall retain their original seniority date.

In recognition of the goal to retain qualified supplemental staff, the union and hospital agree that there may be circumstances in which it is not appropriate to lay off the supplemental staff in the order outlined in the contract. In such circumstances it is agreed that displaced employees shall be given the opportunity to convert to Supplemental status while on the Recall roster without giving up their seniority in the Recall process. It is recognized, however, that if the employees turns down work as specified in the recall notice he/she forfeits his/her recall and Supplemental status. If at that point it is mutually agreeable to retain the employee as Supplemental, his/her status may be converted to Supplemental as referred to in the contract.

With regard to layoff, it is recognized that multiple scenarios may exist where there is a need to reduce staff and that it is impossible to identify all of the circumstances in which this language may apply. Without restricting the Employer's flexibility to respond to the particular circumstances that may present themselves, it is agreed that a general understanding of the process for identifying the least senior employees within a department and classification and how job placement will be identified would be useful.

Finally, the purpose of this Article is to help clarify a general framework to consider should there be a layoff or reduction in benefit status. Although the general hope is that this agreement will expedite the process should such circumstances occur, nothing herein shall limit the employer's ability to control and supervise operations as outlined in Article 3.1 Hospital Control.

20A.2 – Reductions and Changes in Assignments and Schedules. Overall, it is agreed that reductions and changes in assignments and schedules should be conducted in a

manner that minimizes the amount of upheaval and the number of employees impacted by the change.

As such, we agree that there are circumstances in which there is a change in schedule or work assignment for a small number of employees may be handled most simply under article 6.4 Change in Schedule. In these cases the Manager will work with the effected employees in accordance with that article.

It is recognized that a change or reduction in a larger number of employee's work assignments or shifts may be better handled as a reorganization that warrants posting the effected and open positions through article 20.4 Job Bid Procedure. In these circumstances it is agreed that available positions shall be posted (including any open positions in that department for that classification) and effected employees shall have the opportunity to be considered for placement in seniority order.

Further, there are times in which the employer may decide the number of effected positions is such that it would be appropriate to re-bid the entire unit/classification rather than limit the openings to effected and open positions. Should such a determination be made, available positions shall be posted and Article 20.4 Job Bid Procedure shall apply.

20A.3 – 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 20A.1 and any recall or internal applicant status rights he/she may have under Section 20A.4 of the Agreement.

20A.4 – 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 20A.1, above, except that such employees may elect internal applicant status for any open positions within Legacy Health for a period of six months. This internal applicant status does not mean employees under this section can bid for jobs ahead of SEIU Local 49 members at Legacy Emanuel Hospital.

ARTICLE 21 – MEDICAL-HOSPITAL-SURGICAL INSURANCE, DENTAL INSURANCE, SHORT-TERM AND LONG-TERM DISABILITY INSURANCE

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 Emanuel health insurance provisions of the collective bargaining agreement will be extended to Legacy Good Samaritan 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: [insert new sliding scale]

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 – LEAVES OF ABSENCE

22.1 – Hospital Policy. Leaves of absence shall be granted in accordance with the Hospital’s then current policy on leaves of absence.

ARTICLE 23 – EQUAL OPPORTUNITY AND RESPECT

23.1 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 unrelated to job performance.

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, effort 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.

Discrimination claims by employees covered by this Agreement shall be subject to the grievance and arbitration provisions of Article 17.

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

23.3 In the event the Hospital’s anti-nepotism and anti-harassment policies will cause a potential conflict of interest for a supervisor or manager, the Hospital will notify the Union and will bargain over the procedure to be used to resolve the potential conflict of interest.

If last-minute or same-day floating and/or flexing creates a conflict of interest for a member of management due to Legacy’s anti-nepotism or anti-harassment policies, the Hospital may follow the anti-nepotism or anti-harassment policy notwithstanding any provision of this Agreement. In that situation, the Hospital will notify the Union with as much prior notice as possible, but no later than two calendar days after the event.

23.4 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.

23.5 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.

23.6 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.

23.7 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.

23.8 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 24 – ALCOHOL AND DRUG-FREE WORKPLACE

24.1 Legacy Health's policies titled "Alcohol & Drug-Free Workplace Policy," and "Post-Accident Process for Drug and Alcohol Screen" shall apply to members of the bargaining unit." Refer to Legacy Health Policy # LHS.500.702.

ARTICLE 25 – COMMITTEE PARTICIPATION

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.

25.1 The Hospital will agree to provide opportunities for bargaining unit members, 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 although final decision-making authority is retained by the Hospital.

25.2 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 working groups will be on paid time if during regularly scheduled working hours and with supervisor approval, which shall not be unreasonably denied.

ARTICLE 26 – HEALTH AND SAFETY

26.1 The Employer agrees to make reasonable proper provisions for the maintenance of appropriate standards of health and safety in the workplace, to promptly correct unsafe conditions brought to its attention. The Employer acknowledges its responsibility to appropriately train all employees regarding the Employer's safety policies, procedures, and state/federal laws and regulations. The Employer and the Union agree that employees have the right to give input into the safety program of the Employer and that the Hospital's Safety Committee will have employee representatives. In the event an employee believes that an unsafe condition exists, he/she shall first bring the situation to the attention of his/her supervisor. If, after bringing the situation to the supervisor's attention, the employee believes the problem still exists, the employee may then report the condition, in writing, to Human Resources, and the employer will take appropriate action to attempt to resolve the situation. There shall be no retribution for the employee.

ARTICLE 27 – INJURY-FREE WORKPLACE

27.1 Legacy Good Samaritan Hospital is committed to providing a safe and healthy work environment, working proactively with employees to prevent safety and health hazards, and protecting 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:

1. Provide opportunity for bargaining unit members to participate in committees for the purpose of preventing workplace injuries. These include the Good Samaritan Safety Committee, the Labor-Management Committee, and the SHARPS Committee. Union members participating on any safety-related committees shall be compensated at the applicable rate of pay.
2. Provide training and opportunity for bargaining unit members to participate in the Hospital's "No Lift" policy as it is implemented throughout the

Hospital.

27.2 Unless the employee volunteers, the Hospital shall make its best efforts not to preschedule employees to work with less than twelve (12) hours of rest between shifts or for more than six (6) consecutive workdays. This provision shall not apply to voluntary trades of shifts between employees or to unanticipated staffing shortages.

27.3 In order to prevent workplace injuries and reduce the cost of workers' compensation claims, the Hospital shall ensure sufficient staffing levels at all times to ensure that service can be maintained and that no worker carries an excessive workload. The Hospital shall make every effort to replace employees absent from work due to vacation, illness or other leave, rather than causing remaining employees to cover additional workload or areas of assignment. 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 28 – EMPLOYEE CONDUCT AND ATTENDANCE

28.1 LHS Employee Conduct and Attendance (Policy 500.204) will apply to all bargaining unit members in all departments. The former separate attendance policy for Food Services and Housekeeping departments is rescinded.

ARTICLE 29 – EMPLOYER PROVISION OF IDENTIFICATION BADGES

29.1 All bargaining unit members are entitled to have one identification badge per year, that is lost or damaged in the course of duty, replaced by Legacy at no cost, provided the worker reports the lost or damaged badge to his/her supervisor during the course of or immediately after his/her shift has ended.

ARTICLE 30 – UNIFORMS AND SCRUBS

30.1 In addition to areas of the Hospital where scrubs or uniforms are routinely supplied, bargaining unit members will receive a minimum of three (3) items of required uniform pieces each 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 31 – SAVINGS CLAUSE

31.1 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 continue 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 32 – EQUIPMENT AND SUPPLIES

32.1 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 33 – CONTRACTING OUT

33.1 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, which will have the effect of displacing current bargaining unit members or reducing current bargaining unit hours. 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 34 – EDUCATION

34.1 The parties agree that education is a very important part of our professional lives, particularly in the health care field.

34.2 Working to adjust their work schedule to accommodate class schedules will be the primary responsibility of the enrolled employee. The Hospital will attempt to assist in these efforts to the extent feasible, consistent with business needs and its obligations under this Agreement.

34.3 Through December 31, 2021, employees will be provided with educational assistance in accordance with then-current Legacy policy (Educational Assistance Policy, #500.901). The educational assistance available under this policy as of 2018 is \$2,000 for full-time employees. Any policy changes applicable to similarly-situated non-represented employees, including the amount of educational assistance available, will be applied to employees under this Agreement.

34.4 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 Section 34.4 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.

ARTICLE 35 – DURATION

35.1 This Agreement shall be in full force and effect to and including June 30, 2026.

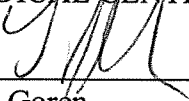
35.2 Either party desiring to change, modify or terminate this Agreement may do so by giving written notice to the other party of its intent to do so ninety (90) days prior to the anniversary date. In the event such notice is not given, this Agreement shall continue in effect for the ensuing year and annually thereafter until a notice as aforesaid by the party desiring the change is given the other party not less than ninety (90) days prior to any succeeding anniversary date. The effective date of any modification or change after notice as aforesaid shall be the first day of July in the year in which such notice is given, provided, however, that in the event agreement is not reached as to a wage increase prior to such anniversary date, then the effective date thereof will be negotiated and agreed upon in a like manner as was the amount of such wage increase.

DATED at Portland, Oregon this 3/9/2022 (date of contract signing)

Signatures:

FOR THE EMPLOYER:

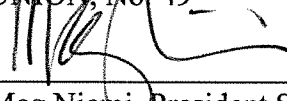
GOOD SAMARITAN HOSPITAL & MEDICAL CENTER



Lisa Goren
SVP | Chief People & Culture Officer

FOR THE UNION:

SERVICE EMPLOYEES INTERNATIONAL UNION, No 49



Meg Niemi, President SEIU Local 49

Bronwyn Houston, Interim President, Good Samaritan Hospital and Medical Center

Jenny Barrick, Certified Nursing Assistant

Anna Loomis, Chief Financial Officer

Charletta England, Environmental Services

Keith Grimm, Employee Relations Consultant

Annette Jackson, Certified Nursing Assistant

Sandra Powell, Food and Nutrition Services

Travis Waldera, Hospital Operator

Semir Said, Organizer SEIU Local 49

Mike Morrison, Assistant Healthcare Director SEIU Local 49

Wage Scale

SEIU Local 49 at Legacy Good Samaritan Medical Center
Wage Structure 2021 - 2026

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

Grade A: Hospitality Svc 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)
2021 Ratification	\$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

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)
2021 Ratification	\$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

CS 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)
2021 Ratification	\$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 E: Cntrl Strle Tech I, Operating Room Asst, Surgical Services 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)
2021 Ratification	\$17.96	\$18.52	\$19.09	\$19.68	\$20.29	\$20.92	\$21.57	\$22.24	\$23.11	\$23.85	\$24.32
7/1/2022	\$18.50	\$19.07	\$19.66	\$20.27	\$20.90	\$21.55	\$22.22	\$22.91	\$23.80	\$24.56	\$25.05
7/1/2023	\$19.05	\$19.64	\$20.25	\$20.88	\$21.53	\$22.20	\$22.88	\$23.59	\$24.51	\$25.30	\$25.80
7/1/2024	\$19.53	\$20.14	\$20.76	\$21.40	\$22.07	\$22.75	\$23.46	\$24.18	\$25.13	\$25.93	\$26.45
7/1/2025	\$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)
2021 Ratification	\$18.14	\$18.70	\$19.28	\$19.88	\$20.50	\$21.13	\$21.79	\$22.46	\$23.34	\$24.08	\$24.57
7/1/2022	\$18.68	\$19.26	\$19.86	\$20.48	\$21.11	\$21.77	\$22.44	\$23.14	\$24.04	\$24.81	\$25.30
7/1/2023	\$19.24	\$19.84	\$20.46	\$21.09	\$21.74	\$22.42	\$23.11	\$23.83	\$24.76	\$25.55	\$26.06
7/1/2024	\$19.73	\$20.34	\$20.97	\$21.62	\$22.29	\$22.98	\$23.69	\$24.43	\$25.38	\$26.19	\$26.71
7/1/2025	\$20.27	\$20.90	\$21.54	\$22.21	\$22.90	\$23.61	\$24.34	\$25.10	\$26.08	\$26.91	\$27.45

[Continued on next page]

SEIU Local 49 at Legacy Good Samaritan Medical Center
Wage Structure 2021 - 2026

Grade G: Kitchen Storekeeper, Operator

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)
2021 Ratification	\$18.60	\$19.18	\$19.77	\$20.38	\$21.02	\$21.67	\$22.34	\$23.03	\$23.93	\$24.70	\$25.19
7/1/2022	\$19.16	\$19.75	\$20.36	\$21.00	\$21.65	\$22.32	\$23.01	\$23.72	\$24.65	\$25.44	\$25.95
7/1/2023	\$19.73	\$20.34	\$20.98	\$21.63	\$22.30	\$22.99	\$23.70	\$24.43	\$25.39	\$26.20	\$26.72
7/1/2024	\$20.23	\$20.85	\$21.50	\$22.17	\$22.85	\$23.56	\$24.29	\$25.05	\$26.02	\$26.85	\$27.39
7/1/2025	\$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)
2021 Ratification	\$18.75	\$19.33	\$19.93	\$20.55	\$21.19	\$21.84	\$22.52	\$23.22	\$24.12	\$24.89	\$25.39
7/1/2022	\$19.31	\$19.91	\$20.53	\$21.16	\$21.82	\$22.50	\$23.19	\$23.91	\$24.85	\$25.64	\$26.15
7/1/2023	\$19.89	\$20.51	\$21.14	\$21.80	\$22.48	\$23.17	\$23.89	\$24.63	\$25.59	\$26.41	\$26.94
7/1/2024	\$20.39	\$21.02	\$21.67	\$22.34	\$23.04	\$23.75	\$24.49	\$25.25	\$26.23	\$27.07	\$27.61
7/1/2025	\$20.95	\$21.60	\$22.27	\$22.96	\$23.67	\$24.40	\$25.16	\$25.94	\$26.95	\$27.82	\$28.37

Grade J: Cook II, ER Techn, 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)
2021 Ratification	\$19.42	\$20.02	\$20.64	\$21.28	\$21.94	\$22.62	\$23.32	\$24.05	\$24.98	\$25.78	\$26.30
7/1/2022	\$20.00	\$20.62	\$21.26	\$21.92	\$22.60	\$23.30	\$24.02	\$24.77	\$25.73	\$26.56	\$27.09
7/1/2023	\$20.60	\$21.24	\$21.90	\$22.58	\$23.28	\$24.00	\$24.74	\$25.51	\$26.51	\$27.35	\$27.90
7/1/2024	\$21.12	\$21.77	\$22.45	\$23.14	\$23.86	\$24.60	\$25.36	\$26.15	\$27.17	\$28.04	\$28.60
7/1/2025	\$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

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)
2021 Ratification	\$20.20	\$20.83	\$21.47	\$22.14	\$22.82	\$23.53	\$24.26	\$25.01	\$25.99	\$26.82	\$27.36
7/1/2022	\$20.81	\$21.45	\$22.12	\$22.80	\$23.51	\$24.24	\$24.99	\$25.76	\$26.77	\$27.62	\$28.18
7/1/2023	\$21.43	\$22.09	\$22.78	\$23.49	\$24.21	\$24.96	\$25.74	\$26.54	\$27.57	\$28.45	\$29.02
7/1/2024	\$21.97	\$22.65	\$23.35	\$24.07	\$24.82	\$25.59	\$26.38	\$27.20	\$28.26	\$29.16	\$29.75
7/1/2025	\$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:

7/1/2022	3.00%
7/1/2023	3.00%
7/1/2024	2.50%
7/1/2025	2.75%

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

Upon salary review date, no change.

**For purposes of determining new hire rates pursuant to Article 9.2, Employer 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 9.2).*

Letter of Understanding Regarding Helping Hands Program

In order to better assist employees who are experiencing financial hardships, the Hospital agrees to feature the Helping Hands program during the first United Way drive following ratification of this agreement, and encourage employees to earmark their United Way contributions for the Helping Hands fund. The Hospital agrees that featuring the Helping Hands program during the United Way fund drive will also be done with the intent of increasing employee awareness of the existence of the Helping Hands program and the services it offers to employees who experience financial hardships.

Letter of Understanding Regarding 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.

Letter of Understanding Regarding Computer Access

Each department shall make at least one computer available for use by bargaining unit employees.

Letter of Understanding Regarding Labor/Management Committee

Within thirty (30) days following ratification of this Agreement, the Labor/Management Committee shall begin meeting. The Committee shall meet quarterly unless agreed otherwise. The 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 five representatives chosen by the Hospital and five representatives chosen by the Union. At least four of the committee members selected by the Union must be Good Samaritan bargaining unit employees and at least four of the committee members selected by the Hospital must have management or supervisory responsibility for Good Samaritan 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.

- a. Staffing will be a standing agenda item of the LMC committee to afford the parties the opportunity to discuss and improve staffing concerns to ensure quality care for all Legacy Good Samaritan patients.

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.
- b. • Strategies for encouraging employee participation in Legacy's Employee Resource Groups (ERGs).

Side Letter of Agreement Regarding 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.

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 two hundred and fifty dollars (\$250) 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).