

**AGREEMENT
BY AND BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 75
AND
TUALITY HEALTHCARE
JULY 15, 2022 UNTIL JUNE 30, 2025**

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PREAMBLE

This Agreement is made and entered into by and between Tuality Healthcare of Hillsboro, Oregon, hereinafter referred to as the "Employer," and American Federation of State, County and Municipal Employees Council 75, hereinafter referred to as the "Union."

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

Section 1.1 Recognition. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment of the separate bargaining units described in this Article. Appendix A to this Agreement lists the job classifications represented by the Union in accordance with the following bargaining unit descriptions:

All regular full-time, regular part-time and per diem professional employees in the following classifications: Night Pharmacist, Infusion Oncology Pharmacist, Pharmacy Resident, Physical Therapist, Behavioral Health Consultant, Pharmacist, Pharmacist Intern, Medical Social Worker, Occupational Therapist – Rehab, Speech Pathologist, and Dietitian; and all regular full-time, regular part-time, and per diem non-professional employees, skilled maintenance employees, technical employees, and service employees; employed by the Employer at its Hospital located at 335 NE 8th Avenue, Hillsboro, Oregon and Tuality 7th Avenue Medical Plaza located at 333 SE 7th Avenue, Hillsboro, Oregon; excluding all other employees, office clerical employees, Registered Nurses, physicians, chaplains, employees at all other locations, managers, and guards and supervisors as defined by the National Labor Relations Act.

All regular full-time, regular part-time and per diem non-professional employees in the following classifications employed by the Employer at its South Hillsboro Immediate Care Clinic located at 7545 SE Tualatin Valley Hwy., Hillsboro, Oregon: Radiology Technologist, Medical Assistant – Certified, Medical Assistant Lead – Certified, Medical Receptionist, and Medical Receptionist Lead; but excluding all professional employees, physicians, nurse practitioners, managers, and guards and supervisors as defined by the National Labor Relations Act.

All regular full-time, regular part-time and per diem non-professional employees in the following classifications employed by the Employer at its Forest Grove Immediate and Primary Care Clinics located at 1825 Maple Street, Forest Grove, Oregon: Medical Assistant – Certified, Medical Receptionist, Health Plan Coordinator, and Panel Coordinator; but excluding all professional employees, Physicians, Nurse Practitioners, managers, and guards and supervisors as defined by the Act.

All regular full-time, regular part-time and per diem Certified Athletic Trainers, Medical Receptionists, Medical Assistants, Radiology Technologists, and Health Plan Coordinators employed by the Employer at its Hillsboro Orthopedic and Physical Medicine Clinic located at 1200 NE 48th Ave., Suite 1100, Hillsboro, Oregon; but excluding all other employees, professional employees, Physicians, Nurse Practitioners, managers, and guards and supervisors as defined by the Act.

ARTICLE 2 - MEMBERSHIP AND DUES

Section 2.1 Dues Deduction Election. The Employer will deduct an amount equal to the Union's uniform monthly dues or an amount equal to a representation fee established by the Union in lieu of such dues from the pay of each bargaining unit employee who agrees to such deductions, for whom the Employer has on file a signed mutually agreed upon written authorization of deduction and payment to the Union setting forth the amount of the deduction, and who has not withdrawn such authorization. The deductions will be made and remitted to the Union following the first and second pay period of each month. With each remittance, the Employer will provide the Union with a report containing the name of each employee for whom dues or fees were deducted and, for each such employee, the employee's employee identification number, gross wages for the period, adjusted wages for the period, and the amount of dues or fees deducted and remitted. The Union shall provide thirty (30) days' notice to the Employer's Human Resources and Payroll Departments of any change in the amount of the Union's uniform monthly dues or alternative representation fee.

Section 2.2 Indemnity. The Union and each employee authorizing the deduction of wages for the payment of Union dues or representation fees will indemnify, defend, and hold the Employer and persons acting on behalf of the Employer harmless from any and all claims, demands, suits, and other forms of liability that shall arise out of the foregoing provisions of this Article or any action that shall be taken or not taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

Section 2.3 Employee Rosters. Each month the Employer will provide the Union with a roster of employees in a bargaining unit represented by the Union, which for each such employee will include the employee's name, employee identification number, job classification, employment status (e.g. regular, per diem), date of hire, and base rate of pay.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 Management Rights. The management of the Employer, its services, operations and facilities, and the direction of its work force is vested exclusively with the Employer. The management rights reserved to the Employer include, but are not limited to: the right to promulgate, modify and enforce work rules, regulations, procedures and personnel policies; the right to select, hire, classify, orient, train, assign, evaluate, transfer, and float employees; the right to direct employees, determine and change job and duty assignments, establish and modify job descriptions, and determine and change standards of performance; the right to determine and change work schedules, shift length and timing, work locations, and attendance standards; the right to require and schedule reasonable overtime work; the right to maintain the order and efficiency

of employees, and to suspend, discipline, or discharge with just cause; the right to relieve employees of duty due to lack of work, low census conditions or for other reasons; the right to lay off employees and to recall employees; the right to determine and change staffing requirements and personnel to be used and to determine and change the size and composition of the work force, including the right to subcontract work and to use the services of registry/agency personnel and outside contractors; the right to determine the nature and extent to which the Employer's facilities and services shall be operated and to determine and change the means, methods or procedures of such operations, including the use of new or alternative equipment, supplies, automation, technology or facilities and to add, alter or eliminate job classifications; the right to determine and change the location of its operations, facilities and services and to close, combine, relocate, and/or reorganize units, departments, offices, operations, and/or facilities; the right to extend, limit, or curtail its operations in whole or in part. The above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. These enumerated and other unenumerated management rights are vested exclusively in the Employer, but shall not be exercised so as to violate any of the specific provisions of this Agreement or in a manner that is arbitrary or capricious.

The Employer's non-exercise of any right reserved to it under this Agreement, or its exercise of any such right in a particular way, will not be considered a waiver of the Employer's right to exercise such right or to exercise it in some other way that does not violate any specific provision of this Agreement.

ARTICLE 4 - NON-DISCRIMINATION

Section 4.1 Non-Discrimination. The Employer and the Union may not discriminate against an employee covered by this Agreement on account of membership in or lawful activity on behalf of the Union, or the decision to refrain from or oppose such membership or lawful activity. This Article is not intended to and may not be used by any employee or the Union as a basis for interference with normal Employer routine, an employee's duties, or the duties of other employees

ARTICLE 5 - UNION BUSINESS

Section 5.1 Union Representatives. The Union will select certain of its agents as "Union Representatives," and certify in writing their names to the Human Resources Department or designee. Union Representatives will be allowed during work hours to access the public, non-patient care areas of Employer facilities in which employees covered by this contract are working for the purpose of meeting with employees regarding contract administration and contract negotiation, after notifying the Human Resources Department or designee by at least the previous business day during normal business hours. Visits with employees must take place during non-working time, in an appropriate location subject to general Employer rules applicable to nonemployees (including visitor ID badge), be confined to contract negotiation and administration matters, and must not interfere with or slow the work of employees, operations, or the provision of patient care.

Section 5.2 Stewards. The Union shall appoint stewards and immediately notify the Human Resources Department or designee of the names of Stewards upon their selection and the area(s) each steward represents. The Union will provide a list of Stewards to the Employer on an annual basis, and as they are appointed. Stewards shall conduct Union business in non-working areas, on the non-working time of all involved employees, and must not interfere with or slow the work of employees, operations, or the provision of patient care. In the event a Steward needs to conduct Union business during the Steward's scheduled work time, the Steward must notify the immediate supervisor as far in advance as possible, and the supervisor will determine if release time can be granted, making a reasonable effort to release the Steward from work. Stewards shall conduct all Union business on unpaid time unless expressly provided otherwise in this Agreement, including for participation in new employee orientations under Section 5.4.

Section 5.3 Bulletin Boards. The Employer will provide the Union with a minimum of one (1) bulletin board per floor of the Employer's main hospital location (335 NE 8th Avenue, Hillsboro) and one (1) bulletin board in each other building in which employees covered by this Agreement work. All materials to be posted on such bulletin boards must be signed by a Union Representative with a copy provided to the Human Resources Department. The Employer will make a reasonable effort to locate such bulletin boards in employee breakrooms or lounges, where available and practical. Union bulletin boards located in public areas shall be limited to communications about social functions, meetings, educational opportunities, Union appointments, and such other information as may be approved in advance by the Human Resources Department or designee.

Section 5.4 New Employee Orientation. A Steward or Union Representative may meet with newly-hired employees covered by this Agreement for 30 minutes during new employee orientation to provide information about the Union and the rights and responsibilities of Union membership. This time is not to be used for discussion of labor/management disputes. This meeting will occur on paid time for the newly-hired employees and the Steward, if any, for up to 30 minutes. The Employer will send the Union a list of the scheduled new employee orientation sessions, specifying the 30-minute timeslot designated for the Union. The Employer will notify the Union within a reasonable time of any changes to the schedule.

Steward release time for this activity will be subject to operational need as determined by the Employer.

Section 5.5 Union Leave. Employees who are Union board members, stewards, or labor-management committee members, not to exceed four (4) persons in any calendar year, may request to be released from up to two (2) consecutive shifts per calendar year for the purpose of attending a Union-sponsored training in leadership, representation or dispute resolution. Employees must request the release time at least ten (10) days prior to the posting of their work schedule. The Employer will respond to requests for release time in accordance with the scheduling requirements of the unit or department. Unless using PLH, such release time will be unpaid

ARTICLE 6 - DEFINITIONS EMPLOYMENT PRACTICES

Section 6.1 Regular Full-Time Employee. A regular full-time employee is an employee who is regularly scheduled to work 72 or more hours in each two-week pay period on a non-temporary basis and who has successfully completed the required introductory period.

Section 6.2 Regular Part-Time Employee. A regular part-time employee is an employee who is regularly scheduled to work less than 72 hours in each two-week pay period on a non-temporary basis and who has successfully completed the required introductory period.

Section 6.3 Introductory Period. An employee who is newly hired into a position covered by this Agreement will serve an introductory period of ninety (90) days unless specifically advised by the Employer in writing of an extended introductory period not to exceed an additional ninety (90) calendar days. An employee already in a position covered by this Agreement who is hired into a new job classification or a new department, unit or clinic covered by this Agreement will serve an introductory period of sixty (60) days unless specifically advised by the Employer in writing of an extended introductory period not to exceed an additional thirty (30) calendar days. During these introductory periods the employee will be on probationary status and may be terminated without notice and without recourse to the grievance procedure.

When an employee is awarded a bargaining unit position in a new job classification, if within thirty (30) days after beginning that new position either the employee or the Employer determines that the new position is not suitable for the employee, the employee may within those thirty (30) days return without loss of seniority to the employee's former position (including the employee's former rate of pay), if that position remains open (the Employer has not selected a candidate to fill the position), or if it is not open to another open position in the employee's former job classification and department, unit or clinic for which the employee is qualified.

Section 6.4 Per Diem Employee. A per diem employee is an employee who is scheduled to work on an as-needed basis and is designated as such in the Employer's payroll system. A per diem employee must meet the minimum work requirements established by the employee's department. Departmental minimum work requirements will include a requirement that per diem employees timely indicate in a manner determined by the Employer their availability to be scheduled to work a minimum of not less than three (3) and not more than six (6) full shifts of at least eight (8) hours in length per each four (4) or six (6) week scheduling period, and at least one (1) additional weekend shift per calendar quarter. On an annual basis, at least two (2) indicated shifts must be on holidays recognized by the Employer (one fall or winter holiday and one spring or summer holiday). The Employer may schedule per diem employees to work identified available shifts. Per diem employees will receive a ten percent (10%) premium above the contract base rate of pay, plus any applicable differential pay, but will not be eligible for any additional pay, premium pay or benefits, with the exception that a per diem employee will accrue PLH at the minimum rate required by state law and may participate in the Employer's available retirement plan subject to plan terms and eligibility. Upon transition to per diem status, a regular status employee's accrued and unused PLH will be cashed out and any accrued and unused EIH will be removed from the employee's account. The introductory period will apply to per diem employees who are newly hired or who are hired into a new job classification or a new department. After successful

completion of the introductory period the employee will attain per diem status. A per diem employee who does not meet the applicable minimum per diem work requirements established by the Employer may be disciplined or discharged without recourse to the grievance procedure.

Section 6.5 On Call Employee. An on call employee is an employee who is scheduled to work on an as-needed basis and is designated as such in the Employer's payroll system. An on call employee must work at least one full shift of at least eight (8) hours per calendar quarter. On call employees will receive compensation at the contract base rate of pay, plus any applicable differential pay, but will not be eligible for any additional pay, premium pay or benefits, with the exception that an on call employee will accrue PLH at the minimum rate required by state law and may participate in the Employer's available retirement plan subject to plan terms and eligibility. Upon transition to on call status, a regular status employee's accrued and unused PLH will be cashed out and any accrued and unused EIH will be removed from the employee's account. The introductory period will apply to on call employees who are newly hired or who are hired into a new job classification or a new department. After successful completion of the introductory period the employee will attain on call status. An on call employee who does not meet the applicable minimum on call work requirements established by the Employer may be disciplined or discharged without recourse to the grievance procedure.

Section 6.6 Temporary Employee. A temporary employee is a non-bargaining unit employee who is hired for an interim period of six (6) months or less, except that a temporary employee hired to replace a regular employee on leave of absence may be retained on a temporary status for the duration of the leave.

Section 6.7 Straight-Time Rate of Pay. An employee's straight-time rate of pay is the employee's base hourly rate of pay in accordance with Article 11.

Section 6.8 Regular Rate of Pay. An employee's regular rate of pay is calculated consistent with the term's definition under prevailing wage and hour laws.

Section 6.9 Change in FTE & Per Diem Status. If for more than 120 days a regular part-time employee consistently works hours equivalent to an FTE that is at least .2 greater than the employee's budgeted FTE or a per diem employee consistently works hours equivalent to a .5 FTE or greater, the employee may request in writing that the Employer review the employee's budgeted FTE status. The review will be limited to worked hours that were regularly scheduled. Hours worked in relief for PLH, Legacy EIH, leave of absence of another employee, or to fill in after an employee leaves their position until a new regular employee can be hired will be excluded from consideration. The request shall be submitted to the Human Resources Department. If the review results in a determination that an increased FTE status within the department, unit or clinic is warranted, a position shall be posted. An employee may request a review of their FTE or per diem status no more frequently than once per calendar year.

Section 6.10 Open Positions. The Employer will post open bargaining unit positions to its electronic job posting and application system. Employees who wish to apply for a posted regular, per diem or on call position, including a position in the employee's job classification on a different unit, department or shift, or with different budgeted hours, must apply through the Employer's

electronic job posting and application system. If there are applicants for an open position who are currently in the same unit, department or clinic as the open position and who currently work or in the prior three years have worked in the posted job classification for the Employer, the position will be awarded to the most senior such applicant. If no applicants for an open position meet these criteria, the Employer will select the most qualified applicant. An employee must work for a minimum of six (6) months in the employee's current unit or department before being eligible for hire in a new unit or department, except by mutual agreement between the Employer and employee. Employees who have received a written warning or above in the previous six (6) months, shall not be eligible for hire to a new unit, department or shift, except by mutual agreement between the Employer and employee. Employees who are awarded a new position will be permitted to begin that new position no later than six (6) weeks after the date the employee is notified of the selection, unless doing so would pose a threat to health or safety. In the latter situation, or upon request of the employee, the relevant managers and the employee will negotiate a mutually agreeable start date.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 7.1 Disciplinary Actions. A regular employee who claims to have been suspended, disciplined, or discharged without just cause may present a grievance for consideration under the grievance procedure. This Section shall not apply to employees in their introductory period.

The principles of progressive discipline shall apply to disciplinary actions except when the Employer determines that the employee's conduct or performance warrants a more severe level of discipline, including immediate discharge. Possible causes for immediate discharge include, but are not limited to: improper treatment of or discourtesy to patients or visitors; insubordination; egregious conduct to supervisors and others; violence or threat of violence; possession of a weapon on Employer premises; discrimination or harassment, including sexual harassment, of employees, patients, or visitors; dishonesty; falsification of records; theft; violation of patient or employee confidentiality; intoxication or consuming alcoholic beverages, controlled substances, or illegal drugs on working time or the Employer's premises; falsification of employment or personal history information.

The forgoing shall not limit the Employer's right to place an employee on administrative leave pending an investigation. The Employer will make a good faith effort to commence investigations of employees that may result in disciplinary action within thirty (30) days of management's knowledge of the incident(s).

Employees have the right to request a Union representative at an investigatory meeting which the employee reasonably believes might result in discipline. The Employer will inform an employee involved in an investigatory meeting of its general subject matter (e.g., attendance, patient care, treatment of co-workers).

Section 7.2 Documentation of Discipline. All disciplinary actions shall be documented in writing. The written document shall be placed in the employee's personnel file and a copy of the document shall be provided to the employee receiving such discipline at the time it is administered. Written disciplinary actions will not be considered for purposes of determining future discipline.

after two (2) years if there have been no further disciplinary actions during that two-year period, with the following exceptions: (1) violation of the Employer's non-discrimination and non-harassment policies; (2) conduct threatening or endangering patient safety or the safety of others; (3) assault/violence, threat of violence, or possession of a weapon on Employer premises; (4) theft, dishonesty or falsifying records; (5) breach of patient confidentiality or other privacy violations; or (6) violation of the Employer's substance free workplace policy.

ARTICLE 8 - SENIORITY

Section 8.1 Seniority. Seniority is the total length of continuous employment by the Employer. Continuous employment means the period of uninterrupted employment that has not been interrupted by any of the following:

- a. Termination, including without limitation by resignation, discharge or retirement.
- b. Layoff for lack of work that has continued for six consecutive months.
- c. Continued absence following a recall from layoff in accordance with the terms of Section 9.3.
- d. Continued absence following the expiration of an approved leave of absence.
- e. Absence from work for three consecutive working days without notice to the Employer.
- f. Failure to report for work promptly after an injury or illness when released to return to work by a physician, with or without restrictions accommodated by the Employer.

Seniority will be applied as set forth in the terms of this Agreement. Seniority will accrue, but will not be applied, during an employee's introductory period.

ARTICLE 9 - LAYOFF AND RESTRUCTURING

Section 9.1 Reduction In Force and Layoff. If Employer determines that there should be a reduction in force, the Employer shall determine the specific positions to be eliminated in the affected shift and unit, department, or clinic. The Employer will select employees for layoff in the reverse order of seniority from each group of affected employees who share a common unit, department or clinic, shift, and job classification, provided that the remaining employees on each affected shift and unit, department or clinic have sufficient skills, abilities, experience, education and training, and credentialing and licensure to perform the work to be done.

Section 9.2 Notice. The Employer will provide notice to employee(s) subject to layoff at least twenty-one (21) calendar days prior to the effective date of the layoff. If such notice is not provided, the affected employee will receive pay in lieu of any portion of the notice period that was not provided, based on the employee's established work schedule and regular rate of pay. The Employer will provide notice to the Union at the same time as notice is provided to employee(s) subject to layoff.

Section 9.3 Recall. Employees who are laid off will be subject to recall by the Employer. Recall from layoff will be in the order of seniority, provided that the employee to be recalled has

sufficient skills, abilities, experience, education and training, and credentialing and licensure to perform the work to be done. Employees will be given notice of recall via registered mail to the address on file with the Employer, by email to the email address on file with the Employer, or through other means agreed upon between the Employer and employee. The employee is responsible at all times for providing the Employer with the employee's correct and current address and email address. An employee must respond to a notice of recall within five (5) calendar days of the delivery or attempted delivery of recall notice to the employee and must be available to begin work in the recall position within fourteen (14) days of the delivery or attempted delivery of such notice.

A laid off employee who is recalled to a position that is comparable to the employee's position at the time of layoff must accept the recall or elect termination of employment. A laid off employee who is recalled to a position that is not comparable to the employee's position at the time of layoff may refuse the recall, waiving all rights to that recall position, and may remain subject to recall as set forth in this Section. A comparable position is a position in the employee's job classification at the time of layoff, on the same shift (day/night/variable), and with a budgeted FTE within .2 (plus or minus) of the employee's budgeted FTE at the time of layoff.

Recall rights will end six months after the date of layoff, if the employee fails to respond timely to notice of recall, if the laid off employee refuses a comparable position, if the employee has applied for and been awarded another position with the Employer, or upon termination, including without limitation by resignation, discharge or retirement, whichever occurs first. Laid off employees may accept and work shifts in a per diem status during the recall period without affecting recall rights.

Section 9.4 Restructure. Restructuring may occur when the Employer determines that the regular full-time and regular part-time positions on one or more units, departments, clinics or shifts need to be reallocated or reconfigured, including as a result of the expansion or consolidation of one or more units, departments or clinics, or a change in staffing or scheduling needs on one or more units, departments, clinics or shifts. If the Employer determines that one or more units, departments, clinics or shifts will be restructured, the Employer will give affected employees and the Union notice at least fourteen (14) calendar days prior to the effective date of the restructure, indicating the affected existing units, departments, clinics or shifts, the available regular full-time and regular part-time positions, and any required skills, abilities, experience, education and training, or credentialing and licensure. Upon request, the Employer will meet with the Union within three (3) days of the notice to review the restructuring plan and procedure. Unless an alternative procedure is otherwise mutually agreed to between the Union and the Employer, during the notice period, employees in the affected existing units, departments, clinics or shifts will submit written preference lists for the available regular full-time and regular part-time positions. Employees will be assigned to available positions based on their written preference lists, if available, in order of seniority, provided that in the judgment of the Employer staffing and scheduling considerations on each restructured unit, department, clinic or shift are satisfied and that the employees on each restructured unit, department, clinic or shift have sufficient skills, abilities, experience, education and training, and credentialing and licensure to perform the work to be done. If the restructuring results in fewer positions, the layoff and recall provisions of Sections 9.1 and 9.3 shall apply to any employee not provided a position.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

Section 10.1 Work Periods and Workdays. A standard work period is forty (40) hours per week, eighty (80) hours in a two-week period, or seventy-two (72) hours in a two-week period. A standard workday consists of a minimum of eight (8) hours of work up to a maximum of twelve (12) hours of work, plus a one half (1/2) hour lunch period on the employee's own time. Nothing in this Agreement precludes the Employer from establishing work periods or workdays different in length from a standard work period and workday or alternative work schedules, including schedules comprised of more than one standard workday, except that an employee will not be scheduled for more than twelve consecutive hours of work without the employee's consent.

Section 10.2 Meal and Rest Periods. Employees are entitled to a non-duty, unpaid meal period of one-half (1/2) hour during each workday. Employees who are required by the Employer to remain on duty during a meal period will be compensated. Employees shall be provided a fifteen (15) minute rest period for each four (4) hours worked. The Employer, the Union and bargaining unit employees have a mutual interest in employees taking their meal and rest breaks. The parties agree that providing breaks is the Employer's responsibility and taking breaks when scheduled or asked to do so is the employees' responsibility. Employees may be required to attest to all taken and/or missed meal and rest breaks as part of the Employer's time keeping system. Employees who are unable to successfully take meal and rest breaks must report such issues to their direct supervisor or manager as soon as possible.

Section 10.3 Overtime. Overtime compensation will be paid at one and one-half (1.5) times the employee's regular rate of pay, as follows:

- a. For all hours worked in excess of 40 hours in each workweek. In lieu of this 40-hour-workweek provision, the Employer may assign employees a standard work period of eighty (80) hours in a two week period and a standard workday of eight hours of work (an "8 and 80" schedule), in which case overtime will be paid for all hours worked in excess of eighty (80) hours in a work period of fourteen (14) consecutive days and all hours worked in excess of eight (8) hours in a workday. Employees may be required to sign a written understanding of an 8 and 80 schedule.
- b. For all hours worked in excess of an employee's standard workday shift consisting of a minimum of eight (8) hours of work up to a maximum of twelve (12) hours of work (for example, hours worked by an employee beyond a scheduled shift of eight, ten, or twelve worked hours).

Employees must receive advance authorization to perform work in excess of the employees' scheduled workday or work period, except in an emergency. There will be no pyramiding of any overtime and/or premium rates of pay and only a single one and one-half (1.5) times (or higher) overtime or premium rate will be applied to any hour worked.

Section 10.4 Work Schedules. The Employer will assign scheduled hours of work in schedules covering a four- or six-week period. The Employer will post such schedules at least fourteen days prior to the beginning of the four- or six-week period, except that the Employer will follow nursing

unit schedule posting practices for employees who are scheduled in alignment with nursing staff (e.g. CNAs). Except for float pool employees, schedules will also identify scheduled work locations (including units, departments and clinics). Once posted, scheduled shifts may be adjusted by the Employer only to change the start and end time of a scheduled shift by two hours or less, when an emergency situation necessitates a change, in which case the employee will be given as much notice as practicable, by mutual consent of the employee and Employer, or as otherwise permitted under the terms of this Agreement.

10.4.1 Work Schedule Suggestions. Employees may bring suggestions for unit or department scheduling to their supervisor. Supervisors and employees are encouraged to engage in open and cooperative dialogue regarding suggestions for unit or department scheduling considering the employees' stated interests along with the interests of the unit or department, Employer, and of patient care. Where a group of employees brings a specific suggestion for unit or department scheduling to their supervisor in writing, the supervisor will consider the suggestion and respond to the employees. At all times the Employer will remain responsible for work schedule assignments.

Section 10.5 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide regular employees with at least ten (10) hours off duty between scheduled shifts. Scheduled shifts are those shifts scheduled in advance by the Employer to fulfill a regular employee's budgeted FTE. In the event an employee is required by the Employer to work between two scheduled shifts such that the employee will have less than ten (10) hours off duty prior to the start of the next scheduled shift, the Employer may adjust the shift start and end times consistent with this Agreement and may allow the employee to start the next scheduled shift at a later start time. In the event an employee is required by the Employer to start the next scheduled shift with less than ten (10) hours off duty between scheduled shifts, the employee will be paid a premium of one and one-half (1.5) times the employee's regular rate of pay for the first four (4) hours of the next shift. This Section shall not be applied based on employee shift trades, shifts an employee signs up to work above the employee's budgeted FTE, standby, call back or sleep call assignments pursuant to Sections 10.13, 10.14 and 10.15, or voluntary education, meeting or training time.

Section 10.6 Consecutive Weekends. The Employer will make reasonable efforts to schedule employees so that they have at least every other weekend off. This Section shall not apply to per diem employees and will not apply when employees agree to work on consecutive weekends. A weekend is defined as Saturday and Sunday for the day and evening shifts; and, for the night shift, Friday and Saturday or Saturday and Sunday, as designated in advance by the Employer no more frequently than every six months or upon a change in the employee's job classification, budgeted FTE, or unit, department or clinic.

Section 10.7 Absence or Late Call-In. If an employee is unable to work scheduled hours of work or report to work on time, the employee must notify the Employer at least two and a half hours before the scheduled time to begin work, except in emergency circumstances.

Section 10.8 Shift Trades. Employees may trade regularly scheduled shifts within the same pay period with the consent of their immediate supervisor, provided that no overtime or premium pay will result from the trade.

Section 10.9 Floating. Employees may be floated by the Employer to work locations (including units, departments and clinics) based on need or the employee's knowledge, skills and abilities. Employees will be oriented to the work locations to which they are floated. For purposes of this Section, "oriented" means that the employee has received basic information needed to work in the work location, such as physical layout, location of supplies, and essential work protocols. An employee may be oriented to a work location or department during the same shift that the employee is assigned to work.

Section 10.10 Low Census. The Employer may reduce scheduled hours and relieve employees of duty due to lack of work and low census conditions. Low census will be assigned to employees in the affected unit and shift in the following order, provided that the remaining employees on the affected unit and shift have sufficient skills, abilities, experience, education and training, and credentialing and licensure to perform the work to be done:

- a. Employees working in an overtime status
- b. Employees on any other premium pay status
- c. Volunteers (assigned on a rotation within the affected unit and shift in the event that the volunteers for low census exceed the need for reduced work hours)
- d. On call employees
- e. Per diem employees
- f. Employees who are part of a clinical resource unit
- g. Agency/traveler employees
- h. Regular full-time and part-time employees on the affected unit and shift who are working an extra shift above their budgeted FTE
- i. Regular full-time and part-time employees on the affected unit and shift on an equitable rotation basis that starts with the least senior employee.

Section 10.11 Newly hired employees will not be low censused until they have finished any required orientation or training period. Non-voluntary low census involving any period of time loss shall be considered low census for purposes of rotation. Voluntary low census must consist of four (4) hours or more of the employee's scheduled shift to be considered low census for purposes of rotation.

Employees who experience the loss of paid time as a result of low census may elect to use any accrued and available PLH to replace the loss of paid time.

Section 10.12 Low Census Reassignment. Employees who are assigned low census may be assigned to work in another area in accordance with Section 10.9, including orientation as set forth in that Section. The Employer may require employees who are assigned low census to be on standby subject to call back during the period of the employee's regularly scheduled shift. Employees on standby will receive standby pay in accordance with Section 12.2. An employee placed on standby who is subsequently called into work while on standby status will receive call back pay in accordance with Section 10.14.

Section 10.13 Standby. An employee is on standby status when assigned by the Employer to be available to be called back for work. The Employer may schedule or assign standby to employees based on the needs of a unit or department and of patient service. Units and departments may implement unit- and department-based systems for scheduling and assigning standby, including rotations, to promote reasonably equitable distribution of standby. When an employee is assigned to standby status following a scheduled shift, standby status does not begin until the employee is released from the scheduled shift, has clocked out from the scheduled shift, and has left the work site, even if the employee's work extends beyond the anticipated end of the scheduled shift.

An employee on standby status who is called back to work is expected to arrive within a reasonable amount of time. Each unit or department may set a response time that is to be documented in unit or department procedure. In no case may an employee be expected to arrive in less than thirty 30 minutes from being called back, unless the employee has agreed to a shorter response time. Employees on standby status will be paid at the standby rate specified in Section 12.2 for all standby hours. Standby hours are not considered working time.

Section 10.14 Call Back. An employee who is on standby status and who is called back to work will be paid one and one-half (1.5) times the employee's straight-time rate of pay for each hour worked on a call back from standby, beginning when the employee reports to work and ending with the conclusion of the call back work or the beginning of the employee's next scheduled shift, whichever occurs first. An employee called back from standby status will be assigned a minimum of three (3) hours of call back work, or will receive call back pay in lieu of any of such hours if not assigned to work, except that:

- a. A subsequent call-back before the end of a previous call-back's three-hour period will not be considered a separate call-back for this purpose;
- b. When the employee is called back less than three hours prior to the employee's next scheduled shift, the minimum call-back will instead be for the period of time from when the employee reports to work until the beginning of the employee's next scheduled shift; and
- c. The minimum call-back hours will not apply to telephone or other remote call back work when the employee is not required to report to an Employer facility.

When an employee is assigned to standby status following a scheduled shift, work that extends beyond the anticipated end of the scheduled shift is not considered call back from standby status. Once an employee is released from the scheduled shift, has clocked out from the scheduled shift, and has left the work site standby status begins and if the employee is thereafter called back from standby status the employee will be paid at the call back rate of pay under this Section.

Section 10.15 Sleep Call. The Employer may offer sleep call shifts in the Women's and Children's Center to Women's and Children's Center Surgical Technicians and Main OR Surgical Technicians in accordance with Employer policy. Sleep call must be taken on the Employer's premises, is considered working time, and is paid at the applicable statutory minimum wage plus the standby rate as specified in Section 12.2. When called to work during a scheduled sleep call shift, the employee will be paid at one and one-half (1.5) times the employee's straight-time rate of pay for the period of work performed.

ARTICLE 11 - WAGES

Section 11.1 Pay Grades. The pay grades applicable to job classifications covered by this Agreement are as set forth initially in Appendix A to this Agreement and as subsequently modified in accordance with this Agreement. The Employer will post a copy of the current pay grades on the Employer's intranet.

Each pay grade will describe the range of base hourly straight-time rates of pay applicable to job classifications in that grade. Each pay grade will include the minimum straight-time rate of pay and the maximum straight-time rate of pay. The range of rates of pay between the minimum and maximum rates will be divided into quartiles. The first quartile will be the rates of pay from the minimum up to the 25th percentile rate. The second quartile will be the rates of pay from the 25th percentile up to the 50th percentile (midpoint) rate. The third quartile will be the rates of pay from the 50th percentile (midpoint) up to the 75th percentile rate. The fourth quartile will be the rates of pay from the 75th percentile up to the maximum rate.

Section 11.2 Pay Grade Adjustments. The Employer may periodically adjust the pay grades and the assignment of job classifications to each pay grade, including by conducting a market-based review of pay grades and assignment of job classifications and determining if adjustments are needed.

Before implementing a market-based review of one or more pay grades or the assignment of one or more job classifications to pay grades, the Employer will notify the Union. The Employer will provide at least thirty (30) days' notice for a market-based review that involves, in the Employer's good faith judgment, fewer than ten job classifications and will provide at least sixty (60) days' notice for a review that involves, in the Employer's good faith judgment, ten or more job classifications. Within that notice period the Union may provide market information to the Employer for consideration, request from the Employer market information that the Employer intends to consider and, upon request by the Union, the parties may meet to discuss such market information and the review process. The parties agree to work in good faith to address any concerns about the sharing or use of confidential information as part of a review process. The Union may

make recommendations to the Employer regarding adjustment of pay grades or the assignment of job classifications to pay grades.

If a job classification's pay grade is adjusted upward, the Employer will determine in its sole discretion if an adjustment should also be made to the straight-time rates of pay of the employees in that job classification, in accordance with Section 11.5. If a job classification's pay grade is adjusted downward, the adjustment will not result in a decrease in the rate of pay for any employee in that job classification. If an employee's straight-time rate of pay then exceeds the maximum rate of pay of the adjusted pay grade, the employee's rate of pay will be frozen in accordance with Section 11.3.4.

Section 11.3 Employee Wage Increases.

11.3.1 Annual Increases. Employees will be eligible for annual increases to their straight-time rate of pay when they have completed a minimum of thirteen (13) pay periods of continuous service in a job classification covered by this Agreement or following a job classification transfer that resulted in an increase in the employee's rate of pay under Section 11.4. Annual increases will be made to eligible employees effective the second full pay period in January of each year. An employee's annual increase will be based on the quartile of the employee's pay grade in which the employee's straight-time rate of pay is located, as follows:

First Quartile:	Four percent (4%) increase
Second Quartile:	Two and three-quarters percent (2.75%) increase
Third Quartile:	Two percent (2%) increase
Fourth Quartile:	One and one half percent (1.5%) increase

11.3.2 Annual Merit Increases. Employees will be eligible to be considered for an annual merit increase to their straight-time rate of pay when they have completed a minimum of thirteen (13) pay periods of continuous service in a job classification covered by this Agreement or following a job classification transfer that resulted in an increase in the employee's rate of pay under Section 11.4. Eligible employees will earn an annual merit increase when in the Employer's judgment the employee has met criteria that are established and modified from time to time by the Employer in writing. An eligible employee who earns an annual merit increase will receive a one-half percent (0.5%) increase in the employee's straight-time rate of pay, effective the second full pay period in January together with any applicable annual increase (and without compounding the two increases). The granting of individual merit increases will be at the sole discretion of the employer and not subject to the grievance procedure.

11.3.3 Across the Board Increases. The Employer shall provide across the board increases as follows:

Effective the second full pay period after ratification of this Agreement or July 1, 2022, whichever is later, the Employer will increase the straight-time rate of pay for all employees covered by this agreement and will adjust the pay grade for all job classifications covered by this agreement upward by four percent (4.0%).

Effective the first full pay period after July 1, 2023, the Employer will increase the straight-time rate of pay for all employees covered by this agreement and will adjust the pay grade for all job classifications covered by this agreement upward by three percent (3.0%).

Effective the first full pay period after July 1, 2024, the Employer will increase the straight-time rate of pay for all employees covered by this agreement and will adjust the pay grade for all job classifications covered by this agreement upward by two and one-half percent (2.5%).

11.3.4 Above Grade Wage. Notwithstanding any other language in this Section 11.3, no employee will be advanced to a straight-time rate of pay that is above the maximum rate of pay of the employee's pay grade by operation of any provision in this Section 11.3.

If an employee has a straight-time rate of pay that is above the maximum rate of pay of the employee's pay grade due to other circumstances consistent with this Agreement, the employee's straight-time rate of pay will not advance for any reason until the maximum rate of pay of the employee's pay grade exceeds the employee's frozen rate of pay.

Section 11.4 Placement. Employees who are newly hired into a job classification covered by this Agreement will be placed by the Employer on the applicable pay grade at a straight-time rate of pay that is in the Employer's judgment commensurate with the employee's skill, qualifications, education and experience relevant to the job classification and consistent with the Employer's good faith application of bona fide factors for consideration under the Oregon Pay Equity Law (ORS 652.220(2)(a)). The Employer will, upon request, provide the Union with a rationale for its determination of the rate of pay of a newly hired employee.

If an employee in a job classification covered by this Agreement transfers to a new job classification assigned to a higher pay grade, the employee will be placed by the Employer on the new pay grade at a straight-time rate of pay that is in the Employer's judgment commensurate with the employee's skill, qualifications, education and experience relevant to the job classification, but that is at least three percent (3%) greater than the employee's straight-time rate of pay prior to transfer, provided that the employee will not be placed above the maximum rate of pay of the new pay grade.

If an employee in a job classification covered by this Agreement transfers to a new job classification assigned to the same pay grade, the employee will be placed by the Employer on the new pay grade at a straight-time rate of pay that is in the Employer's judgment commensurate with the employee's skill, qualifications, education and experience relevant to the job classification, but that is at least the same as the employee's straight-time rate of pay prior to transfer.

If an employee in a job classification covered by this Agreement transfers to a new job classification assigned to a lower pay grade, the employee will be placed by the Employer on the new pay grade at a straight-time rate of pay that is in the Employer's judgment commensurate with the employee's skill, qualifications, education and experience relevant to the job classification.

Section 11.5 Minimum Standards. The base, straight-time rates of pay provided for in this Article 11 constitute the minimum compensation levels to be provided to an employee. Nothing in

this Agreement shall be construed as prohibiting the Employer from, in its sole discretion, providing an employee or employees at any time with merit-based increases, upward adjustments of their rate of pay, or lump sum bonuses.

Section 11.6 Timing of Pay Increases. All pay increases provided for in this Agreement will be effective the first (or second, if indicated) full pay period following the date of the pay increase.

Section 11.7 Overpayments and Underpayments. An employee must notify the Payroll Department immediately upon becoming aware that the employee has received an overpayment of wages or other compensation. In the event of overpayment, the Employer may obtain repayment from the employee by payroll deduction for overpayments that occurred up to twenty-six (26) pay periods before the date of either the employee's notification to Payroll or the Employer's notification to the employee of overpayment. Absent special circumstances or an alternate agreement between the employee and Employer, the employee's repayment of the total overpaid amount through payroll deduction will occur over the same period as the overpayments were made, up to a maximum of twenty-six (26) pay periods, or upon the employee's termination of employment, whichever occurs first. In the event of underpayment of wages or other compensation, a retroactive adjustment will be made for the period of the underpayment up to a maximum of twenty-six (26) pay periods of such underpayment preceding the date of either the employee's notification to Payroll or the Employer's notification to the employee of the error, unless otherwise required by law.

ARTICLE 12 - OTHER COMPENSATION

Section 12.1 Shift Differentials. An evening shift is defined as a shift in which the majority of the hours worked by an employee are worked after 2:30 p.m. A night shift is defined as a shift in which the majority of the hours worked by an employee are worked after 9:00 p.m. An employee who works an evening shift will be paid the evening shift differential specified for the employee's job classification in Appendix B for all hours worked during that shift in addition to the employee's straight-time rate of pay. An employee who works a night shift will be paid the night shift differential specified for the employee's job classification in Appendix B for all hours worked during that shift in addition to the employee's straight-time rate of pay.

If an employee who is regularly scheduled to work a shift that would qualify for evening or night shift differential only works a partial shift due to low census, the employee will receive the shift differential that would have applied based on the hours of the regularly scheduled shift for all hours actually worked, provided that as a condition of receiving such differential pay the employee must submit a request for such differential using the form designated by the Employer and by the appropriate pay period deadline set by the Employer.

Section 12.2 Standby Pay. Employees who are assigned by the Employer to standby status will be paid standby pay of \$4.00 per hour while on standby status. Employees who are assigned by the Employer to standby status on a holiday as designated in Section 17.1 will be paid standby pay of \$6.00 per hour while on standby status on the designated holiday.

12.2.1 Cath Lab. Employees in the Cardiovascular Technologist and Special Procedures Technologist job classifications who are assigned by the Employer to standby status will be paid standby pay of \$5.00 per hour while on non-holiday standby status and \$6.00 per hour while on holiday standby status.

12.2.2 Short Notice Standby Assignments. The Employer may utilize short notice standby assignments in certain departments or units in accordance with Employer policy. When utilized by the Employer, employees assigned by the Employer to short notice standby assignments will be paid standby pay of \$8.00 per hour while on standby status.

Section 12.3 Assigned Short-Term Lead Role Pay. The Employer may assign a lead role on a short-term basis to employees covered by this Agreement. Employees who perform two (2) or more hours of work in an assigned lead role on a shift will be paid \$1.50 per hour in addition to the employee's straight-time rate of pay for all hours on the shift in which the employee works in the assigned lead role. This Section only applies to employees who are assigned a lead role on a short-term basis by their supervisor, manager or other Employer designee. Employees in job classifications or positions that are designated by the Employer as lead job classifications or positions will not receive lead duties pay in addition to the rate of pay for their job classification.

Section 12.4 Certification Pay. Regular full-time and part-time employees in eligible job classifications who have one or more Employer-approved professional certification(s) in recognized clinical specialties for their primary job classification may receive certification pay. The Employer shall publish the list of eligible job classifications and approved certifications. Certification(s) that are required for an employee's job classification or are built into the pay grade are not approved certifications.

To receive certification pay, the approved certification must have been effective and maintained in good standing by the employee at the end of the prior fiscal year (June 30). Employees in eligible job classifications must notify their supervisor or manager in writing when a certification is received or renewed and must provide a copy of the original certification document and all renewals. Proof of an effective and maintained certification may be required by the Employer at any time.

Employees must be available to perform specific job functions related to the certification when called upon by the Employer to do so. Certification pay will not be paid for certifications related to an employee's secondary job classification or for work performed in a secondary job classification.

Employees meeting the requirements for certification pay must participate in the annual application process to receive certification pay. Through that process, eligible employees will receive a one percent (1%) lump sum bonus calculated based on the employee's straight-time rate of pay and budgeted FTE at the time of annual application. This certification pay will not increase if the employee obtains more than one approved certification.

Section 12.5 Incentive Pay. The Employer may in its sole discretion elect to offer employees additional pay or other incentives of material value that the Employer determines are necessary,

including to support recruitment, retention, filling shifts, or other operational needs. The Employer may establish and implement eligibility criteria for such incentives and may modify or discontinue any incentive offered under this Section.

ARTICLE 13 - EDUCATION

Section 13.1 Tuition Assistance Program. Employees may participate in the Employer's Tuition Assistance Program in accordance with the Program's terms as those terms may be developed and amended by the Employer.

Section 13.2 Paid Training or Education. The Employer may offer to provide or pay for training or education programs for employees and, as a component of any such offer, may require a future minimum work commitment from the employee as a condition of the paid training or education.

ARTICLE 14 - HEALTH AND SAFETY

Section 14.1 Health and Safety. The Employer will make reasonable provisions for the safety and health of employees during working hours, to promptly review safety or health concerns brought to the Employer's attention, and to take whatever corrective action it determines to be necessary. Employees are encouraged to report unsafe and/or unhealthy conditions to their supervisor or through the Employer's online safety reporting system. All safety devices and personal protective equipment deemed necessary to perform work duties safely and to meet the requirements of applicable laws shall be furnished by the Employer and utilized by employees. The Employer will provide employees with orientation or training on safe working methods, safety devices, and personal protective equipment that is required to perform job duties. Employees will adhere to and use such required methods, devices and equipment. Upon the employee's request, a meeting between the employee, a Union representative, and representatives of the Employer will be held to discuss a safety concern that was raised by an employee to the employee's supervisor or through the online safety reporting system and addressed by the Employer, but that the employee believes remains an ongoing safety concern.

Section 14.2 Influenza Vaccination. The Employer will provide employees with an annual influenza vaccination at no cost. All employees must obtain an annual influenza vaccination from the Employer, provide proof of vaccination to the employee health office, or submit an annual declination form. The Employer will provide notice to employees each year of the availability of influenza vaccinations and the date by which vaccination must be obtained or a declination form submitted. Employees who do not obtain an annual influenza vaccination must wear a breathing mask in patient care areas for the duration of the flu season as determined by the Employer.

Section 14.3 Laboratory Examinations. Laboratory examinations, when indicated because of workplace exposure to communicable diseases, will be provided to employees by the Employer without cost to the employee.

Section 14.4 Drug and Alcohol Testing. Employees may be required to submit to drug and/or alcohol testing in accordance with applicable Employer policy and on the same terms as non-

represented employees. The Employer will offer an Employee Assistance Program as a resource for employees.

ARTICLE 15 - BENEFITS

Section 15.1 Insurance Benefits.

15.1.1 Medical Insurance. The Employer will offer eligible employees covered by this Agreement a medical insurance plan. An employee will be eligible to participate in the medical insurance plan if the employee regularly works forty-eight (48) or more hours per pay period, subject to specific plan eligibility requirements. The Employer's medical insurance plan may include more than one plan option, in which case the Employer will designate one plan option as the base plan. The base plan offered by the Employer shall provide benefits that are substantially equivalent to the base medical insurance plan provided to the non-represented employees of the Employer.

The Employer will pay a percentage of the base plan monthly premiums (based on employee status and coverage election) that falls within the ranges below:

	Full-Time	Eligible Part-Time
Employee Only	90-100%	81.5-87.5%
Employee + Spouse	80-87.5%	66.5-72.5%
Employee + Child(ren)	80-87.5%	66.5-72.5%
Family	80-87.5%	66.5-72.5%

The percentages of base plan monthly premiums paid by the Employer will be the same as those paid for non-represented employees of the Employer who participate in the base plan, if such percentages fall within the ranges above. Employees will pay as a payroll deduction any remaining monthly premiums or cost of the base plan.

The Employer will determine the percentage of monthly premiums that it will pay for any non-base plan options and employees who choose a plan option other than the base plan will pay as a payroll deduction any remaining premiums or cost.

15.1.2 Dental Insurance. The Employer will offer eligible employees covered by this Agreement a dental insurance plan. An employee will be eligible to participate in the dental insurance plan if the employee regularly works forty-eight (48) or more hours per pay period, subject to specific plan eligibility requirements. The Employer's dental insurance plan may include more than one plan option, in which case the Employer will designate one plan option as the base plan. The base plan offered by the Employer shall provide benefits that are substantially equivalent to the base dental insurance plan provided to the non-represented employees of the Employer.

The Employer will pay a percentage of the base plan monthly premiums that is between 61% and 67%. If it is within that range, the Employer will pay the same percentage as that paid for non-represented employees of the Employer who participate in the base plan. Employees will pay as a payroll deduction any remaining monthly premiums or cost of the base plan.

The Employer will determine the percentage of monthly premiums that it will pay for any non-base plan options and employees who choose a plan option other than the base plan will pay as a payroll deduction any remaining premiums or cost.

15.1.3 Vision Insurance. The Employer will offer eligible employees covered by this Agreement a vision insurance plan. An employee will be eligible to participate in the vision insurance plan if the employee regularly works forty-eight (48) or more hours per pay period, subject to specific plan eligibility requirements. The Employer's vision insurance plan may include more than one plan option, in which case the Employer will designate one plan option as the base plan. The base plan offered by the Employer shall provide benefits that are substantially equivalent to the base vision insurance plan provided to the non-represented employees of the Employer.

The Employer will pay the same percentage of the vision insurance base plan monthly premiums that it pays for non-represented employees of the Employer who participate in the base plan. Employees will pay as a payroll deduction any remaining monthly premiums or cost of the base plan. The Employer will determine the percentage of monthly premiums that it will pay for any non-base plan options and employees who choose a plan option other than the base plan will pay as a payroll deduction any remaining premiums or cost.

15.1.4 Short-Term Disability. The Employer will offer eligible employees covered by this Agreement short-term disability insurance. The Employer's short-term disability insurance may include more than one coverage option, in which case the Employer will designate one option as the base coverage. The base short-term disability insurance coverage offered by the Employer shall provide benefits that are substantially equivalent to the base short-term disability insurance coverage provided to the non-represented employees of the Employer. The Employer will pay 100% of the base short-term disability insurance coverage monthly premiums. Employees are responsible for the full cost of any coverage option other than the base coverage.

15.1.4.1 Short-term disability insurance may be discontinued by the Employer at any point after claims for Paid Family and Medical Leave Insurance (PFMLI) benefits under ORS chapter 657B can be filed, currently anticipated to begin in September 2023. In the event that the Employer discontinues short-term disability insurance under this provision, it will provide notice to the Union and, upon request, will meet with the Union to negotiate any impacts of the transition from short-term disability insurance to Paid Family and Medical Leave Insurance (PFMLI) benefits.

15.1.5 Long-Term Disability. The Employer will offer eligible employees covered by this Agreement long-term disability insurance. The Employer's long-term disability insurance may include more than one coverage option, in which case the Employer will designate one option as the base coverage. The base long-term disability insurance coverage offered by the Employer shall provide benefits that are substantially equivalent to the base long-term disability insurance coverage provided to the non-represented employees of the Employer. The Employer will pay 100% of the base long-term disability insurance coverage monthly premiums. Employees are responsible for the full cost of any coverage option other than the base coverage.

15.1.6 Group Life. The Employer will offer eligible employees covered by this Agreement a group life insurance program. The Employer's group life insurance may include more than one coverage option, in which case the Employer will designate one option as the base coverage. The base group life insurance coverage offered by the Employer shall provide benefits that are substantially equivalent to the base group life insurance coverage provided to the non-represented employees of the Employer. The Employer will pay 100% of the base group life insurance coverage monthly premiums. Employees are responsible for the full cost of any coverage option other than the base coverage.

Section 15.2 Plan Eligibility and Terms. Participation in medical, dental, vision and any other insurance benefit provided for in this Article shall be subject to the specific plan eligibility requirements and other plan terms and conditions. The Employer may provide these insurance benefits directly or through insurance carriers designated by the Employer.

Section 15.3 Changes. The Employer will notify the Union annually of changes to any insurance benefit provided for in this Article.

ARTICLE 16 - RETIREMENT

Section 16.1 Retirement Plan. The Employer will offer its 403(b) retirement plan to eligible employees covered by this Agreement, subject to the terms and conditions of the plan.

ARTICLE 17 - HOLIDAYS

Section 17.1 Holidays. An employee who works on one of the holidays designated in this Section will be paid one and one-half (1.5) times the employee's straight-time rate of pay for a shift worked on the holiday. The designated holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Designated holidays will run from 11:00 p.m. on the day prior to the holiday through 11:00 p.m. on the day of the holiday. A shift will be eligible for holiday pay if the majority of the hours worked fall within the specified timeframe for the holiday.

ARTICLE 18 - PAID TIME OFF

Section 18.1 The Employer provides Paid Leave Hours ("PLH") as a comprehensive paid time off benefit inclusive of traditional vacation, holiday, and sick leave. Some employees may also have a legacy bank of extended illness hours ("Legacy EIH") that can be used but are not subject to additional accrual. The first 40 hours of accrued paid time off used per calendar year for a reason covered by Oregon Sick Leave will be counted as Oregon Sick Leave.

Section 18.2 Eligibility. All regular employees who are budgeted to work 20 or more hours per pay period earn PLH based on hours worked, any PLH and Legacy EIH hours used (but not cashed out), and low-census hours, up to 80 total hours per pay period. The amount of PLH accrued for regular employees is also based on employment status and months of continuous employment.

Employees who are not eligible to accrue PLH will earn and may use Oregon Sick Time in accordance with the Employer's Paid Time Off policy.

If an employee's eligibility changes through a change to employment status or budgeted work hours, that change will be effective the beginning of the pay period in which the change occurred. An employee who moves from PLH eligibility to Oregon Sick Time eligibility will have their unused PLH hours cashed out in accordance with Section 18.10.

Section 18.3 Accrual. PLH is accrued beginning with the commencement of employment and will accrue at the following hourly rates (and estimates of pay period and annual accruals for a full-time employee):

Continuous Service		Accrual Rate Per Hour	Hours Per Pay Period*	Hours Per Year*	Days Per Year*+
Months	Years				
0-59	0-4	.1038	8.31	216	27
60-119	5-9	.1231	9.85	256	32
120+	10+	.1423	11.38	296	37

* Pay period and annual estimates based on 80 eligible hours per pay period and 2,080 eligible hours per year

+ Estimates based on eight-hour shifts

The effective date of a change to a higher accrual tier will be the beginning of the pay period in which the anniversary date falls. The Employer may, at its sole discretion, apply PLH accrual rates that are higher than the rates set forth in the table above.

When an employee reaches 360 hours in the employee's PLH bank, no further accrual will be earned until the employee's PLH bank balance is less than 360 hours. Employees may carry over PLH each calendar year up to a maximum of 360 hours.

Section 18.4 Compensation. Compensation for use of PLH and PLH cash-outs will be paid at the employee's straight-time rate of pay, including shift differential applicable to the employee's budgeted shift.

Section 18.5 Use of PLH. Employees may use accrued PLH for a variety of purposes, such as short-term personal illness, family emergencies/illness, vacation, holidays, religious observances, preventive health and dental care, and other excused absences. Employees who experience the loss of paid time as a result of low census may elect to use PLH to replace the loss of paid time.

Employees may use PLH from the commencement of employment as long as there are hours available in the employees' PLH banks. At no time may PLH or any other paid time benefit be used or combined to cover more than an employee's scheduled hours. PLH may not be taken under any circumstances until it has been accrued.

Employees may not take scheduled time off without pay if they are eligible and have accruals in their PLH or other paid time banks, except as follows:

- a. If employees have worked at least their scheduled hours for the pay period.
- b. If an employee elects or is assigned low census hours, the employee has the choice of taking the low census with or without using PLH.

Section 18.6 Cash-Out of PLH. During open enrollment each calendar year, employees may request cash-out of unused PLH in the following calendar year in accordance with the Employer's Paid Time Off policy. PLH cash out includes the following conditions:

- a. Once submitted, the cash-out request cannot be changed.
- b. The cash-out elections made during open enrollment will be processed and made available in July of the following year.
- c. A maximum of 40 PLH hours can be cashed out.
- d. Full time employees must have used 80 hours of PLH during fiscal year (July-June) prior to being paid out.
- e. A balance of at least 80 hours (72 hours for employees scheduled for twelve-hour shifts, 40 hours for part-time employees) must be maintained in the employee's PLH bank after the cash-out.
- f. If sufficient PLH hours are not available at the time of the cash-out to cover the requested amount and leave the required balance in the employee's PLH bank, the number of hours cashed-out will be reduced accordingly.

An employee may also request PLH cash-out for an "unforeseeable emergency" as defined by IRS regulations. The number of hours to be cashed out must be an amount that is reasonably necessary to satisfy the emergency need and must leave a balance of at least 80 hours (72 hours for employees scheduled for twelve-hour shifts, 40 hours for part-time employees) in the employee's PLH bank. Approval for payment with the next payroll is at the discretion of the Director of Finance.

Section 18.7 Legacy EIH. Some employees may have a bank of Legacy EIH hours that can be used or cashed out under this Section, but are not subject to additional accrual.

Legacy EIH may be used in accordance with the Employer's Paid Time Off policy for Oregon Family Leave Act (OFLA) qualifying absences after the absence has lasted for more than five continuous calendar days starting with the first fully missed scheduled workday or beginning on the first day of absence for an employee's own hospitalization (which includes ambulatory surgery procedures in a surgery center or hospital or other verifiable medical/dental surgical procedures necessitating time away from work). EIH may be taken in fifteen-minute increments.

Employees may carry over up to a maximum of 720 hours Legacy EIH hours at the end of each calendar year.

Employees who were hired prior to September 1, 2016, who actively work for the Employer a minimum of ten years of continuous employment, and who retire under the Tuality Retirement Plan or become totally disabled as per Social Security guidelines, will receive a cash-out of any Legacy EIH balance as follows:

Years of Continuous Employment	Legacy EIH Cash-Out
10 years	33 1/3%
15 years	66 2/3%
20+ years	100%

Section 18.8 Requests and Notice. Employees must request planned or foreseeable PLH and Legacy EIH, including PLH for vacation and PLH or Legacy EIH for planned medical treatment, as far in advance as possible, up to one year in advance. Requests must be made in accordance with the procedure established by the employee's department, unit or clinic and must be in writing (including via Kronos where required). Notice of the need for unforeseeable (unexpected emergencies or illness) time off must be given as soon as possible in accordance with the procedure established by the employee's department.

Time off requests will be considered on a first come, first served basis, except that the first 40 total hours of an employee's PLH and Legacy EIH taken for reasons covered by Oregon Sick Leave will be granted preference over other requests. Foreseeable sick leave must be scheduled in a manner that minimally disrupts business operations. The Employer will grant requests for time off in accordance with operational requirements. The Employer will make good faith, reasonable efforts to grant employees time off when requested. Because of the fluctuation of business, however, there may be times that a request is not granted.

Except during prescheduled vacation or as otherwise directed by the employee's manager, Employees are expected to personally call-in on a daily basis during periods of absence in accordance with the procedure established by the employee's department, unit or clinic.

Section 18.9 Workers' Compensation. An employee who experiences a workers' compensation time loss due to workplace illness or injury may use accrued PLH for the first three days (unless the employee is hospitalized) to qualify for workers' compensation time loss payments. PLH and Legacy EIH are not available for use after an employee qualifies for workers' compensation time loss payments.

Section 18.10 Termination. Upon termination of employment, an employee who has completed at least 90 days of continuous employment will be paid for up to 360 hours of unused PLH at the employee's straight-time rate of pay. Effective January 1, 2023, upon termination of employment, an employee who has completed at least 90 days of continuous employment will be paid for up to 280 hours of unused PLH at the employee's straight-time rate of pay. Effective January 1, 2024, upon termination of employment, an employee who has completed at least 90 days of continuous employment will be paid for up to 240 hours of unused PLH at the employee's straight-time rate of pay. Effective January 1, 2025, upon termination of employment, an employee who has

completed at least 90 days of continuous employment will be paid for up to 200 hours of unused PLH at the employee's straight-time rate of pay.

Section 18.11 Bereavement Leave. A regular employee may be granted up to a maximum of 24 hours paid leave from scheduled work time to attend the funeral of an immediate relative. Normally, up to one day is given for attending Portland-area funerals, with additional time available for travel or participation in funeral arrangements, as needed. Each request is to be evaluated for approval by the employee's department, unit or clinic manager. Employees may request accrued PLH for additional time needed.

For the purpose of bereavement leave, "immediate relative" is defined as: Employee's spouse, domestic partner, parent (including biological, adoptive or foster parent, parent-in-law, or parent of domestic partner), child (including biological, adopted, step or foster child, child-in-law or child of domestic partner), brother, sister, sister-in-law, brother-in-law, grandparent or grandchild. Paid bereavement leave runs concurrently with any bereavement leave to which an employee may be entitled under the Oregon Family Leave Act, but in no case shall the lack of OFLA leave availability be a reason to deny the exercise of the leave granted by this Section.

Section 18.12 Jury Duty. The Employer believes that it is the responsibility of employees to perform their civic duty. In keeping with this philosophy, time off is granted for scheduled workdays for employees to meet this obligation. Employees are paid for jury duty leave at their regular rate of pay for prescheduled workdays only. Jury duty pay, issued by the court system, may be kept by the employee in addition to the employee's regular pay. An employee who is excused from jury duty when at least four hours remain in the employee's workday must report to work. Volunteering for jury duty will disqualify employees for jury duty pay.

Section 18.13 Court Appearances. The Employer will pay the straight-time rate of pay for all working hours for an employee serving as a witness or providing a deposition in any legal proceeding resulting from employment with the Employer (working hours include travel time to and from either the Employer and/or the employee's home). This does not include proceedings in which the employee, or the employee's representative, is an adverse party to the Employer. Involvement by employees must be approved in advance by the department, unit or clinic manager. All witness fees received by employees must be remitted to the Employer. Employees who are voluntary witnesses or are subpoenaed to be in court involving non-Employer business should request time off as soon as possible. Time off may be used from available PLH.

ARTICLE 19 - LEAVES OF ABSENCE

Section 19.1 At times employees may need extended periods of time away from the job to take care of personal needs. These absences may be paid or unpaid depending on the type of leave and available accruals. It is the intent of the Employer to comply with all applicable federal and state laws regarding leaves of absence. Leaves of absence derived from federal or state law that are addressed in this Article are intended to be administered in accordance with and to provide benefits equivalent to but no greater than under the applicable law. When federal or state laws provide greater rights than those enumerated in this Article, the provisions of law will apply. For further

information, refer to the Employer's Leaves of Absence policy or the Human Resources Department.

Section 19.2 Types of Leaves.

- a. **Family and Medical** - Generally allows employees eligible under the Family and Medical Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA) up to 12 weeks in a rolling 12-month period for an eligible employee's own serious health condition, to care for a family member with a serious health condition, to care for an infant or newly adopted or foster child, for qualifying exigencies related to a family member on active military duty, or up to 26 weeks per year in a single 12-month period to care for a family member with a serious injury or illness incurred on active military duty.
- b. **Sick Child Leave** - Allows eligible Employees who qualify for OFLA to care for a child suffering from an illness, injury or condition that is not a serious health condition which requires home care and is under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.
- c. **Educational** - A personal unprotected leave of absence for education/training that is directly related to the employee's job. Educational leaves can be up to a year in length. The leave needs to be approved by the Employer.
- d. **Personal** - A personal unprotected leave of absence for up to 12 weeks for personal business.
- e. **Military Service** – Will be granted in accordance with applicable laws.
- f. **Workers' Compensation** - For injuries or illnesses caused by work activities.
- g. **Crime Victim Leave** - An eligible employee who has been the victim of a crime, or whose family member has been the victim of a crime, may be entitled to an unpaid leave of absence to attend criminal proceedings.
- h. **Domestic Violence** – An eligible employee may be entitled to reasonable unpaid leave to address domestic violence, sexual assault, or stalking of the employee or the employee's minor dependents.

Section 19.3 Requests for Leaves. Employees requesting time off for all leave types except Educational Leave must notify their manager and contact the Employer's Leave Administrator. Employees requesting Educational Leave must notify their manager and Human Resources. Whenever possible, employees should request leave 30 days in advance, or as soon as possible if the need for leave is unexpected.

While an employee is on a leave of absence they should continue to communicate with their manager and Leave Administrator to update their status and return to work date.

Section 19.4 Medical Verification. In the case of continuous or intermittent Family or Medical Leave for the employee's own health condition or family member's health condition, medical certification for the leave will be required by the Leave Administrator. A complete and sufficient medical certification will be required before an anticipated leave begins, or in the event of an unanticipated leave, within 15 days of a request for the verification, unless not practicable. In certain cases, a second opinion by a health care provider designated by the Employer may be required at the Employer's expense. The Employer's Leave Administrator may also require the employee to submit periodic medical verification updates.

Section 19.5 Use of PLH and Legacy EIH. Accrued PLH may be used in accordance with Sections 18.5, 18.8 and Employer policy to cover any unpaid leave of absence except a workers' compensation leave. Accrued PLH must be used before going into an unpaid status. In the case of a workers' compensation leave, the employee will receive medical and time-loss benefits through the Employer's workers' compensation insurance carrier in accordance with applicable state law. Legacy EIH may be used in accordance with Sections 18.7, 18.8 and Employer policy for family or medical leave as provided by applicable law. An employee taking military leave may choose to take the leave unpaid or may use PLH.

Section 19.6 Benefit Accrual. An employee will continue to accrue PLH and EIH at the employee's regular rate of accrual as long as the employee is in a pay status. When no longer in a pay status, further accrual of PLH and EIH will cease until the employee returns to work.

Section 19.7 Insurance Benefits While On Leave. The Employer will continue to pay its portion of an employee's group health insurance benefit premium for up to 12 weeks (or longer, if required by law) for family and medical leaves, military leaves, and workers' compensation leaves. Employees remain responsible for paying their portion of the premiums. It is the responsibility of employees to contact the Human Resources Department to make payment arrangements for their portion of the premiums.

An employee on leave of absence may choose to cancel group health insurance coverage during the leave, unless prohibited by law or Employer policy. If cancelled, their group health insurance coverage will be reinstated upon the employee's return to work by completing a new enrollment form.

Section 19.8 Requests for Extension. An employee may request an extension to the employee's leave. To request a leave extension, the employee should notify their manager and contact the Employer's Leave Administrator. All extensions must be approved. If an employee is approved for an extension of a family or medical leave beyond the maximum to which the employee is entitled under federal and state law, the extension will be considered a personal unprotected leave and the employee will not maintain their reinstatement rights under those laws.

Section 19.9 Return to Work. An employee must notify their manager and contact the Employer's Leave Administrator at least 72 hours before the employee's approved leave is to end either to request a leave extension or to be added to the work schedule. If 72 hours' notice is not possible, the employee should give as much notice as possible. In the case of a medical leave for

the employee's own serious health condition or a workers' compensation leave, a physician's release must be submitted to Human Resources before beginning work.

An employee returning from an authorized family and medical leave, military leave, domestic violence leave, or workers' compensation leave will be returned to the same position held when the leave began or, if this is not possible, to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee returning from a personal leave or an educational leave will be returned to the first available comparable position for which the employee is qualified.

An employee who has not returned to work when the leave of absence has ended will be considered to have voluntarily terminated employment. The Employer may request periodic updates concerning the employee's status and intent to return to work.

ARTICLE 20 - LABOR MANAGEMENT COMMITTEE

Section 20.1 Labor Management Committee. A Labor Management Committee will be maintained to foster improved communication between the Employer and employees in bargaining units covered by this Agreement and to discuss matters of mutual concern. The Committee may act as a forum for the Employer to share information about organizational changes and initiatives. The Committee will function in an advisory rather than a decision-making role and will not have bargaining authority. If the members of the Committee reach a consensus agreement on a proposed resolution of an issue, the Committee may recommend the resolution to the appropriate decision-makers.

The Committee shall consist of up to three (3) representatives of the Employer's management and up to three (3) employees selected by the bargaining units. The Committee will operate under the guidance of co-chairs. The Employer and the bargaining units will each designate one member of the Committee to serve as co-chair. The co-chairs will be jointly responsible for scheduling meetings and developing agendas for the meetings. The co-chairs may mutually agree to invite non-Committee members to attend Committee meetings as guests. A Union Representative and a representative of the Employer's Human Resources Department may attend Committee meetings but will not be members of the Committee.

The Committee will establish a mutually agreeable schedule of meetings not to exceed once every two (2) months, except that for the first six months following the ratification of this Agreement the Committee may meet on up to a monthly basis. Committee members will suffer no loss of pay if they attend scheduled Committee meetings during working time. This paid Committee meeting time will not be counted in the calculation of overtime. Written minutes of Committee meetings will be kept and jointly approved prior to distribution.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 21.1 Grievance Procedure. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it must be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended

by mutual written consent of the parties. Failure to submit a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below shall constitute a withdrawal and waiver of the grievance with the matter being settled for all purposes based upon the Employer's last position. Failure of the Employer to comply with the time limits set forth below shall constitute an advancement of the grievance to the next step. It is the desire of the parties to this Agreement that issues be adjusted informally with the employee's immediate supervisor wherever possible prior to the utilization of the grievance procedure.

Step 1: Department Director. A grievance shall be submitted by the employee affected by the alleged violation (the "grievant"), with the consent of the Union, to Human Resources in writing within fourteen (14) calendar days from the date the grievant knew or should have known of the circumstances constituting the grievance. The grievant may be represented by a Union steward or representative. The grievance must include specific allegations of the facts of the circumstances constituting the grievance, including the date, time and location of the alleged violation, the person(s) involved in the alleged violation, the name of the grievant, the specific provisions of this Agreement alleged to have been violated, and an explanation of the relief requested. If a meeting is requested by either the grievant or the Employer, the grievant's Department Director or designee, a Human Resources representative, the grievant and the Union steward or representative, if requested by the grievant, shall within fourteen (14) calendar days of receipt of the grievance meet and confer as may be necessary and appropriate in a good faith effort on the part of all the parties to resolve the grievance. The grievant's Department Director or designee will respond to the grievance in writing within fourteen (14) calendar days of receipt of the grievance or the grievance meeting, whichever is later.

Step 2: Executive Leadership. Should the procedures of the previous step fail to resolve the grievance to the satisfaction of the grievant, the grievant may present the grievance in writing to Human Resources within fourteen (14) calendar days of the Step 1 written response. The grievant may be represented by a Union steward or representative. A representative of the Employer's executive leadership or designee, a Human Resources representative, the grievant and a Union steward or representative, if requested by the grievant, shall within fourteen (14) calendar days meet and confer and will make a good faith effort to resolve the grievance. The representative of the Employer's executive leadership or designee will respond to the grievance in writing within fourteen (14) calendar days of the meeting.

Step 3: President. Should the procedures of the previous step fail to resolve the grievance to the satisfaction of the grievant, the grievant may present the grievance in writing to Human Resources within fourteen (14) calendar days of the Step 2 written response. The grievant may be represented by a Union steward or representative. The President or designee, a Human Resources representative, the grievant and a Union steward or representative, if requested by the grievant, shall within fourteen (14) calendar days meet and confer and will make a good faith effort to resolve the grievance. The President or designee will respond to the grievance in writing within fourteen (14) calendar days of the meeting.

Step 4: Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant has complied with the specific procedures and time limitations specified herein, the Union may submit the grievance in writing to final and binding arbitration

within fourteen (14) calendar days following the Step 3 written response. If there is a question as to compliance with the specific procedures or time limitations of this Article, then unless mutually agreed otherwise such questions will be resolved by the arbitrator through a preliminary proceeding prior to arbitration of the merits of the grievance. If the Employer and the Union fail to voluntarily agree on an arbitrator within fourteen (14) days of submission to arbitration, a list of seven (7) Oregon and Washington arbitrators shall be requested from the Federal Mediation and Conciliation Service from which the parties shall select an arbitrator by the process of elimination, each in turn striking a name from the list until one name remains. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator's decision shall be final and binding on the parties. Expenses for the arbitrator's services and the proceedings are to be borne equally by the Employer and the Union. Each party, however, shall bear their own legal costs and fees and witness costs and fees.

ARTICLE 22 - NO STRIKE/NO LOCKOUT

Section 22.1 No Strike/No Lockout. The Employer provides special and essential services to the community. Therefore, the Union agrees that during the term of this Agreement, the Union, its agents or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, boycott, strike, sympathy strike, picketing, demonstration or other interruption of work, operations or patient care against the Employer, against its goods or services, or on its property, nor shall any employee refuse to cross a picket line established against the Employer. The Employer agrees that during the term of this Agreement there will be no lockout. Any alleged violation of this Article by either party may be referred to the grievance arbitration procedure or may be pursued in the Courts at the discretion of the moving party.

ARTICLE 23 - GENERAL PROVISIONS

Section 23.1 Complete Agreement. This document contains the full and complete Agreement of the parties. Any change or amendments to this Agreement shall be in writing and duly executed by the parties. Any and all agreements, written or verbal, express or implied, previously entered into by the Employer and the Union, and any prior past practices, are superseded by this Agreement. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to bargain collectively over any subject or matter covered by this Agreement, unless mutually agreed otherwise.

Section 23.2 Savings. This Agreement is subject to all existing and future State and Federal laws and regulations. In the event any provision of this Agreement is declared invalid by operation of law by any court or administrative tribunal of competent jurisdiction or through passage of any law or regulation, then only such provision or provisions shall become null and void and the balance of the Agreement shall remain in full force and effect. The Employer and the Union agree


to immediately meet and negotiate a substitute for the provision or provisions of the Agreement so affected and to bring them into conformance with the law no more than sixty (60) days after notification, unless extended by mutual agreement.

ARTICLE 24 - TERM

Section 24.1 Term. This Agreement shall be effective the first full pay period following ratification, unless provided otherwise, and shall remain in full force and effect until June 30, 2025 and from year to year thereafter unless either party serves written notice to the other to modify, amend or terminate the Agreement at least ninety (90) days prior to June 30, 2025 or any subsequent anniversary thereof.

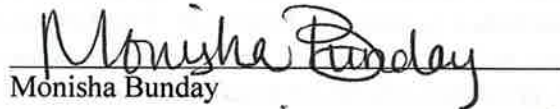
IN WITNESS WHEREOF the Employer and the Union have executed this Agreement as of August, 2022

TUALITY HEALTHCARE:


Jen Packer, Chief Nursing Officer &
Vice President of Operations


AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 75:



Damon T. Di Cicco, Council Representative



Monisha Bunday


Gina Claiborne


Kathryn Hirt


Ruth Kincaid


Kara Robinson


Monica Romine

APPENDIX A

Initial Ratification Pay Grades

	Quartile 1		Quartile 2		Quartile 3		Quartile 4	
Pay Grade	<u>Minimum Wage Rate</u>	<u>Q1 Highest Rate</u>	<u>25th Percentile</u>	<u>Q2 Highest Rate</u>	<u>50th Percentile (Midpoint)</u>	<u>Q3 Highest Rate</u>	<u>75th Percentile</u>	<u>Max Rate</u>
6.5	\$14.55	\$15.81	\$15.82	\$17.08	\$17.09	\$18.35	\$18.36	\$19.64
7	\$15.16	\$16.51	\$16.52	\$17.88	\$17.89	\$19.25	\$19.26	\$20.63
7.5	\$15.86	\$17.31	\$17.32	\$18.78	\$18.79	\$20.25	\$20.26	\$21.73
8	\$16.61	\$18.14	\$18.15	\$19.68	\$19.69	\$21.21	\$21.22	\$22.76
8.5	\$17.45	\$19.05	\$19.06	\$20.67	\$20.68	\$22.28	\$22.29	\$23.90
9	\$18.20	\$19.92	\$19.93	\$21.64	\$21.65	\$23.37	\$23.38	\$25.11
9.5	\$19.11	\$20.92	\$20.93	\$22.73	\$22.74	\$24.54	\$24.55	\$26.36
10	\$19.93	\$21.86	\$21.87	\$23.81	\$23.82	\$25.76	\$25.77	\$27.71
10.5	\$20.93	\$22.96	\$22.97	\$25.00	\$25.01	\$27.04	\$27.05	\$29.08
11	\$21.84	\$24.01	\$24.02	\$26.19	\$26.20	\$28.38	\$28.39	\$30.57
11.5	\$22.84	\$25.16	\$25.17	\$27.50	\$27.51	\$29.84	\$29.85	\$32.19
12	\$23.92	\$26.36	\$26.37	\$28.82	\$28.83	\$31.26	\$31.27	\$33.72
12.5	\$25.01	\$27.62	\$27.63	\$30.24	\$30.25	\$32.87	\$32.88	\$35.51
13	\$26.20	\$28.94	\$28.95	\$31.69	\$31.70	\$34.44	\$34.45	\$37.20
13.5	\$27.40	\$30.33	\$30.34	\$33.27	\$33.28	\$36.22	\$36.23	\$39.18
14	\$28.71	\$31.78	\$31.79	\$34.86	\$34.87	\$37.95	\$37.96	\$41.04
14.5	\$30.13	\$33.36	\$33.37	\$36.61	\$36.62	\$39.85	\$39.86	\$43.10
15	\$31.46	\$34.90	\$34.91	\$38.35	\$38.36	\$41.81	\$41.82	\$45.28
15.5	\$33.01	\$36.63	\$36.64	\$40.27	\$40.28	\$43.90	\$43.91	\$47.54
16	\$34.44	\$38.30	\$38.31	\$42.18	\$42.19	\$46.05	\$46.06	\$49.94
16.5	\$36.17	\$40.23	\$40.24	\$44.30	\$44.31	\$48.37	\$48.38	\$52.45
17	\$37.73	\$42.07	\$42.08	\$46.41	\$46.42	\$50.75	\$50.76	\$55.09
17.5	\$39.63	\$44.17	\$44.18	\$48.73	\$48.74	\$53.29	\$53.30	\$57.85
18	\$41.34	\$46.19	\$46.20	\$51.04	\$51.05	\$55.90	\$55.91	\$60.77
18.5	\$43.40	\$48.50	\$48.51	\$53.60	\$53.61	\$58.70	\$58.71	\$63.81
19	\$45.30	\$50.72	\$50.73	\$56.15	\$56.16	\$61.59	\$61.60	\$67.03
19.5	\$47.56	\$53.25	\$53.26	\$58.96	\$58.97	\$64.66	\$64.67	\$70.38
20	\$49.63	\$55.69	\$55.70	\$61.76	\$61.77	\$67.84	\$67.85	\$73.93
20.5	\$52.10	\$58.48	\$58.49	\$64.86	\$64.87	\$71.24	\$71.25	\$77.63
21	\$54.36	\$61.14	\$61.15	\$67.94	\$67.95	\$74.74	\$74.75	\$81.55
21.5	\$57.08	\$64.21	\$64.22	\$71.35	\$71.36	\$78.49	\$78.50	\$85.64
22	\$59.80	\$67.27	\$67.28	\$74.75	\$74.76	\$82.22	\$82.23	\$89.70

Initial Ratification Job Classification Pay Grade Placement

Job Classification	Pay Grade
ADMITTING AREA LEAD	11
ADMITTING REPRESENTATIVE	10
ADMISSION UTILIZATION REVIEW COORDINATOR	12
ANESTHESIA TECHNICIAN 1	11.5
BEHAVIORAL HEALTH CONSULTANT	15.5
BIOMEDICAL EQUIPMENT TECHNICIAN	15
BREAST HEALTH SERVICES COORDINATOR	10
BUYER	11
CARDIOVASCULAR TECHNOLOGIST	16.5
CARE MANAGEMENT DISCHARGE COORDINATOR	12
CENTRAL DISTRIBUTION TECHNICIAN	7.5
CERTIFIED ATHLETIC TRAINER ORTHOPEDIC CLINIC	12.5
CERTIFIED NURSING ASSISTANT I	8.5
CERTIFIED NURSING ASSISTANT II	9
CERTIFIED NURSING ASSISTANT II - MONITOR TECH	9
CERTIFIED SURGICAL TECHNOLOGIST FIRST ASSISTANT SERVICE LINE COORDINATOR	17
CHEMO PHARMACY TECHNICIAN	10.5
CLIENT SERVICES REPRESENTATIVE	9.5
CLINICAL SUPPORT SPECIALIST I	8.5
CLINICAL SUPPORT SPECIALIST II	9.5
COOK	8.5
COURIER	8
CT TECHNOLOGIST	16.5
DIETITIAN	15
ECHOCARDIOGRAPHY TECHNOLOGIST	17.5
EMERGENCY DEPARTMENT SUPPORT TECHNICIAN	9.5
ENVIRONMENTAL SERVICES TECHNICIAN	7
FACILITIES TECHNICIAN	11.5
FOOD SERVICES TECHNICIAN I	7
FOOD SERVICES TECHNICIAN II	8
FOOD SERVICES TECHNICIAN III	9
GRADUATE MEDICAL EDUCATION PROGRAM COORDINATOR	11.5
HEALTH INFORMATION SPECIALIST I	8
HEALTH PLAN COORDINATOR	9.5
HEALTHCARE DOCUMENTATION SPECIALIST	10.5
HISTOTECHNOLOGIST	13
INFUSION / ONCOLOGY PHARMACIST	22
INSURANCE VERIFICATION SPECIALIST	10.5

INVENTORY SPECIALIST / SYSTEM COORDINATOR	10.5
LABORATORY ASSISTANT	9.5
LABORATORY ASSISTANT-HISTOLOGY	9.5
LABORATORY TECHNICAL ASSISTANT	9.5
LEAD CT TECHNOLOGIST	17
LEAD ECHOCARDIOGRAPHY TECHNOLOGIST	18
LEAD ED SUPPORT TECHNICIAN	10
LEAD ENVIRONMENTAL SERVICES TECHNICIAN	7.5
LEAD HEALTHCARE DOCUMENTATION SPECIALIST	11
LEAD MAMMOGRAPHY TECHNOLOGIST	16
LEAD MRI TECHNOLOGIST	17.5
LEAD NUCLEAR MEDICINE TECHNOLOGIST	17.5
LEAD RADIOLOGY TECHNOLOGIST	15
LEAD STERILE PROCESSING TECHNICIAN	11.5
LEAD ULTRASOUND TECHNOLOGIST	18
LIMITED PLANT ELECTRICIAN	15
MAMMOGRAPHY TECHNOLOGIST	15.5
MEDICAL ASSISTANT II	10
MEDICAL ASSISTANT III	11
MEDICAL ASSISTANT-CERTIFIED	9.5
MEDICAL ASSISTANT-LEAD	10
MEDICAL LABORATORY TECHNICIAN	12.5
MEDICAL LABORATORY TECHNICIAN 2	13
MEDICAL RECEPTIONIST	8
MEDICAL RECORDS DOCUMENTATION INTEGRITY SPECIALIST	8.5
MEDICAL SOCIAL WORKER	15.5
MEDICAL TECHNOLOGIST - REGISTERED	14.5
MEDICAL TECHNOLOGIST 2 - REGISTERED	15
MEDICAL TECHNOLOGIST II / LIS SUPPORT	15
MOBILE MAMMOGRAPHY COORDINATOR	10
MRI TECHNOLOGIST	17
NUCLEAR MEDICINE TECHNOLOGIST	17
OCCUPATIONAL THERAPIST-REHAB	17
OPERATING ENGINEER	13
OPERATING ENGINEER - LEAD	15
OPERATING ENGINEER SENIOR	14.5
OPERATING ROOM ATTENDANT	7.5
OPERATIONS SUPPORT SPECIALIST I	9
OPERATIONS SUPPORT SPECIALIST II	9.5
OPERATIONS SUPPORT SPECIALIST LEAD	10
PANEL COORDINATOR	10.5

PERINATAL EDUCATOR	15
PHARMACIST	21.5
PHARMACIST INTERN	11
PHARMACIST- MEDICATION CLINIC	21.5
PHARMACY AUTOMATION & COMPLIANCE TECHNICIAN	11
PHARMACY PURCHASING AGENT	11
PHARMACY RESIDENT	12
PHARMACY TECHNICIAN	10
PHYSICAL THERAPIST	17
PHYSICAL THERAPY ASSISTANT	12.5
PLUMBER	16.5
POINT OF CARE COORDINATOR	15.5
PURCHASING AGENT	12.5
RADIOLOGIC TECHNOLOGIST	14.5
RADIOLOGIC TECHNOLOGIST STUDENT COORDINATOR	15
RECORDS MANAGEMENT COORDINATOR	9
REHABILITATION AIDE	7.5
RESPIRATORY THERAPIST-REGISTERED	15
SCHEDULING SPECIALIST-TOPS	10.5
SPECIAL PROCEDURES TECHNOLOGIST	17.5
SPEECH PATHOLOGIST	17
STERILE PROCESSING TECHNICIAN	10
STERILE PROCESSING TECHNICIAN - CERTIFIED	11
SURGICAL COORDINATOR CODER	12
SURGICAL TECHNOLOGIST I	12.5
SURGICAL TECHNOLOGIST II	13.5
SURGICAL TECHNOLOGIST COORDINATOR	14
TRANSITIONAL CARE COORDINATOR	12
ULTRASOUND TECHNICIAN - SONOGRAPHER	17.5

APPENDIX B

Job Classification Shift Differentials

Job Classification	Evening Differential	Night Differential
ADMITTING AREA LEAD	1.25	2.5
ADMITTING REPRESENTATIVE	1.25	2.5
ADMISSION UTILIZATION REVIEW COORDINATOR	1.25	2.5
ANESTHESIA TECHNICIAN 1	1.5	2.7
BEHAVIORAL HEALTH CONSULTANT	2	3.5
BIOMEDICAL EQUIPMENT TECHNICIAN	1.9	3
BREAST HEALTH SERVICES COORDINATOR	1.25	2.5
BUYER	1.25	2.5
CARDIOVASCULAR TECHNOLOGIST	1.8	3.3
CARE MANAGEMENT DISCHARGE COORDINATOR	2	3.5
CENTRAL DISTRIBUTION TECHNICIAN	1.25	2.5
CERTIFIED ATHLETIC TRAINER ORTHOPEDIC CLINIC	1.25	2.5
CERTIFIED NURSING ASSISTANT I	1.25	2.5
CERTIFIED NURSING ASSISTANT II	1.25	2.5
CERTIFIED NURSING ASSISTANT II - MONITOR TECH	1.25	2.5
CERTIFIED SURGICAL TECHNOLOGIST FIRST ASSISTANT SERVICE LINE COORDINATOR	1.8	3.3
CHEMO PHARMACY TECHNICIAN	1.55	2.5
CLIENT SERVICES REPRESENTATIVE	1.25	2.5
CLINICAL SUPPORT SPECIALIST I	1.25	2.5
CLINICAL SUPPORT SPECIALIST II	1.25	2.5
COOK	1.25	2.5
COURIER	1.25	2.5
CT TECHNOLOGIST	1.8	3.3
DIETITIAN	1.75	2.5
ECHOCARDIOGRAPHY TECHNOLOGIST	1.8	3.3
EMERGENCY DEPARTMENT SUPPORT TECHNICIAN	1.25	2.5
ENVIRONMENTAL SERVICES TECHNICIAN	1.25	2.5
FACILITIES TECHNICIAN	1.25	2.5
FOOD SERVICES TECHNICIAN I	1.25	2.5
FOOD SERVICES TECHNICIAN II	1.25	2.5
FOOD SERVICES TECHNICIAN III	1.25	2.5
GRADUATE MEDICAL EDUCATION PROGRAM COORDINATOR	1.25	2.5
HEALTH INFORMATION SPECIALIST I	1.25	2.5
HEALTH PLAN COORDINATOR	1.25	2.5

HEALTHCARE DOCUMENTATION SPECIALIST	1.4	2.5
HISTOTECHNOLOGIST	1.7	3.25
INFUSION / ONCOLOGY PHARMACIST	2.25	6
INSURANCE VERIFICATION SPECIALIST	1.25	2.5
INVENTORY SPECIALIST / SYSTEM COORDINATOR	1.25	2.5
LABORATORY ASSISTANT	1.25	2.5
LABORATORY ASSISTANT-HISTOLOGY	1.25	2.5
LABORATORY TECHNICAL ASSISTANT	1.25	2.5
LEAD CT TECHNOLOGIST	1.8	3.3
LEAD ENVIRONMENTAL SERVICES TECHNICIAN	1.25	2.5
LEAD HEALTHCARE DOCUMENTATION SPECIALIST	1.5	2.5
LEAD MAMMOGRAPHY TECHNOLOGIST	1.8	3.3
LEAD MRI TECHNOLOGIST	1.8	3.3
LEAD NUCLEAR MEDICINE TECHNOLOGIST	1.8	3.5
LEAD RADIOLOGY TECHNOLOGIST	1.8	3.3
LEAD STERILE PROCESSING TECHNICIAN	1.25	2.5
LEAD ULTRASOUND TECHNOLOGIST	1.8	3.5
LIMITED PLANT ELECTRICIAN	1.5	2.5
MAMMOGRAPHY TECHNOLOGIST	1.8	3.3
MEDICAL ASSISTANT II	1.25	2.5
MEDICAL ASSISTANT III	1.25	2.5
MEDICAL ASSISTANT-CERTIFIED	1.25	2.5
MEDICAL ASSISTANT-LEAD	1.25	2.5
MEDICAL LABORATORY TECHNICIAN	1.7	3.25
MEDICAL LABORATORY TECHNICIAN 2	1.7	3.25
MEDICAL RECEPTIONIST	1.25	2.5
MEDICAL RECORDS DOCUMENTATION INTEGRITY SPECIALIST	1.25	2.5
MEDICAL SOCIAL WORKER	2	3.5
MEDICAL TECHNOLOGIST - REGISTERED	1.7	3.25
MEDICAL TECHNOLOGIST 2 - REGISTERED	1.7	3.25
MEDICAL TECHNOLOGIST II / LIS SUPPORT	1.7	3
MOBILE MAMMOGRAPHY COORDINATOR	1.25	2.5
MRI TECHNOLOGIST	1.8	3.3
NUCLEAR MEDICINE TECHNOLOGIST	1.8	3.5
OCCUPATIONAL THERAPIST-REHAB	2.2	2.5
OPERATING ENGINEER	1.5	2.5
OPERATING ENGINEER - LEAD	1.5	2.5
OPERATING ENGINEER SENIOR	1.5	2.5
OPERATING ROOM ATTENDANT	1.25	2.5
OPERATIONS SUPPORT SPECIALIST I	1.25	2.5
OPERATIONS SUPPORT SPECIALIST II	1.25	2.5

OPERATIONS SUPPORT SPECIALIST LEAD	1.25	2.5
PANEL COORDINATOR	1.25	2.5
PERINATAL EDUCATOR	1.6	2.5
PHARMACIST	2.25	6
PHARMACIST INTERN	1.6	3
PHARMACIST- MEDICATION CLINIC	1.25	2.5
PHARMACY AUTOMATION & COMPLIANCE TECHNICIAN	1.7	2.5
PHARMACY PURCHASING AGENT	1.55	2.5
PHARMACY RESIDENT	1.25	2.5
PHARMACY TECHNICIAN	1.55	2.5
PHYSICAL THERAPIST	2.2	2.5
PHYSICAL THERAPY ASSISTANT	1.5	2.5
PLUMBER	1.5	2.5
POINT OF CARE COORDINATOR	1.7	3.25
PURCHASING AGENT	1.25	2.5
RADIOLOGIC TECHNOLOGIST	1.8	3.3
RADIOLOGIC TECHNOLOGIST STUDENT COORDINATOR	1.8	3.3
RECORDS MANAGEMENT COORDINATOR	1.25	2.5
REHABILITATION AIDE	1.25	2.5
RESPIRATORY THERAPIST-REGISTERED	1.75	3.2
SCHEDULING SPECIALIST-TOPS	1.25	2.5
SPECIAL PROCEDURES TECHNOLOGIST	1.8	3.3
SPEECH PATHOLOGIST	1.25	2.5
STERILE PROCESSING TECHNICIAN	1.25	2.5
STERILE PROCESSING TECHNICIAN - CERTIFIED	1.25	2.5
SURGICAL COORDINATOR CODER	1.25	2.5
SURGICAL TECHNOLOGIST I	1.5	2.75
SURGICAL TECHNOLOGIST II	1.5	2.75
SURGICAL TECHNOLOGIST COORDINATOR	1.5	2.75
TRANSITIONAL CARE COORDINATOR	2	3.5
ULTRASOUND TECHNICIAN - SONOGRAPHER	1.8	3.5

MEMORANDUM OF UNDERSTANDING ONE

Clinic Positions

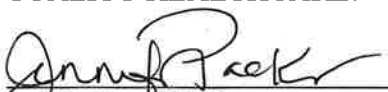
This Memorandum of Understanding provides for certain additional agreements between the parties that apply to the positions in those bargaining units recognized in Article 1 that are located at the Employer's, South Hillsboro Immediate Care Clinic, Forest Grove Immediate and Primary Care Clinics, and Hillsboro Orthopedic and Physical Medicine Clinic, and to those bargaining unit positions in ambulatory clinics at the Employer's Seventh Avenue Medical Plaza that are designated by the Employer as ambulatory clinic cost centers (the "Clinic Positions"). Except as expressly provided herein, this MOU does not alter any provision of the parties' collective bargaining agreement and all provisions of the collective bargaining agreement apply to bargaining unit positions and employees in the above-named Clinic Positions.

1. **Non-Bargaining Unit Work Locations.** Clinic Position employees who are scheduled, floated or otherwise assigned to work in clinics or other work locations in which their position is not part of a bargaining unit recognized in Article 1 will maintain their status as bargaining unit employees and will be subject to the terms and conditions of the collective bargaining agreement. Neither party will contend that by virtue of such work assignments that an assigned employee is no longer part of a recognized bargaining unit or that positions and employees in the non-bargaining unit work location are or should be part of or accreted to a recognized bargaining unit.

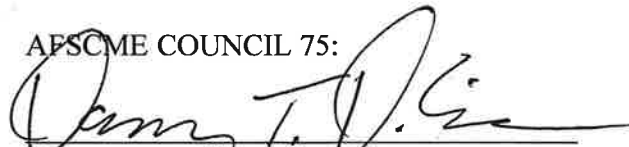
2. **Union Representatives and Bulletin Boards.** Section 5.1 will apply to the above-named Clinic Position work locations but will not apply to or permit access by Union Representatives to other clinics of the Employer where bargaining unit employees may be assigned to work. Access to such locations for specific investigatory purposes necessitating physical access will be by mutual agreement between the Employer and the Union. Section 5.3 will apply to the above-named Clinic Position work locations and will not require bulletin boards to be made available at other clinics of the Employer where bargaining unit employees may be assigned to work.

3. **Recall.** Employees who are laid off from a Position may be recalled by the employer to a non-bargaining unit position. In the event of such recall, the laid off employee's rights and responsibilities will be in accordance with Section 9.3, except that the employee may refuse recall to a non-bargaining unit comparable position without accepting termination of employment and will remain subject to recall as set forth in Section 9.3. If an employee does accept recall to a non-bargaining unit position, such acceptance will satisfy all recall obligations of the Employer and the employee will waive any right to future recall to a bargaining unit position.

TUALITY HEALTHCARE:


Jen Packer, Chief Nursing Officer &
Vice President of Operations

AFSCME COUNCIL 75:


Damon T. Di Cicco, Council Representative

MEMORANDUM OF UNDERSTANDING TWO

403(b) Retirement Plan

For the term of the Parties' 2022-2025 collective bargaining agreement, the following provisions will apply to the Tuality Healthcare Performance Retirement Plan - 403(b) (the "403(b) Plan" or "Plan"):

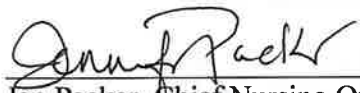
1. The January 1, 2021 403(b) Plan amendments, including the increase of employer matching contributions to 50% of elective employee contributions to the Plan up to 6% of eligible employee compensation, will continue in effect in accordance with the Plan terms and subject to Plan eligibility and participation requirements.

2. For Plan Year 2022 (January 1, 2022 - December 31, 2022), in accordance with the 403(b) Plan terms and subject to Plan eligibility and participation requirements, Tuality will make a one-time, non-elective employer contribution of 1.0% of eligible employee compensation to the accounts of eligible and participating bargaining unit employees. This non-elective contribution will be made in 2023 in accordance with the 403(b) Plan terms.

3. For Plan Year 2023 (January 1, 2023 - December 31, 2023), in accordance with the 403(b) Plan terms and subject to Plan eligibility and participation requirements, Tuality will make non-elective employer contributions of 1.25% of eligible employee compensation to the accounts of eligible and participating bargaining unit employees. These non-elective contributions will be made on a per-pay period basis beginning with the first full pay period in 2023, in accordance with the 403(b) Plan terms. Tuality will make amendments to the 403(b) Plan necessary to implement the per-pay period contributions identified in this Paragraph.

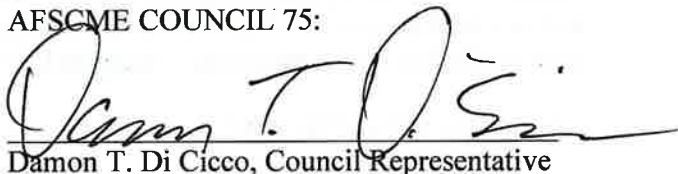
4. This MOU shall remain in effect until the expiration of the Parties' 2022-2025 collective bargaining agreement, at which time it will expire of its own accord unless otherwise mutually agreed by the Parties in writing. This MOU does not amend any terms of the Parties' CBA except as expressly provided herein and does not amend any term of any Tuality retirement plan, including the 403(b) Plan.

TUALITY HEALTHCARE:



Jen Packer, Chief Nursing Officer &
Vice President of Operations

AFSCME COUNCIL 75:



Damon T. Di Cicco, Council Representative

MEMORANDUM OF UNDERSTANDING THREE

2022 Pay Grade Transition

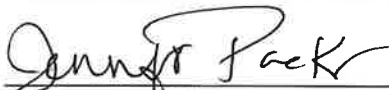
This Memorandum of Understanding shall become effective the second full pay period following ratification of the parties' collective bargaining agreement and defines the process by which job classifications and employees covered by that Agreement will transition to the pay grades provided for in Article 11 and Appendix A of the Agreement.

Effective the second full pay period following ratification of the Agreement, the job classifications covered by the Agreement will be initially assigned to pay grades as set forth in Appendix A.

Effective the second full pay period following ratification of the Agreement, and unless otherwise allowed via the Employer's pay equity review discussed in this paragraph, employees will be placed on the pay grade for their job classification at a straight-time rate of pay equal to their rate of pay at the time of ratification. However, the Employer agrees to complete its pay equity review process that was in progress during the parties' negotiation of the Agreement. Specifically, the Employer will complete its pay equity review of employees in those job classifications that the Employer has not already reviewed for pay equity. There will be no additional pay equity or market review of positions that the Employer has already reviewed. The Employer will complete the remaining pay equity review by at least September 1, 2022 and make those adjustments to employee straight-time rates of pay that are determined necessary in the Employer's sole judgment as a result of its review process. The Employer's review process and all determinations regarding pay equity review and adjustments are the Employer's and are not subject to negotiation or the grievance process. The Employer will continue to inform the Union when the equity review process for individual job classifications is complete.

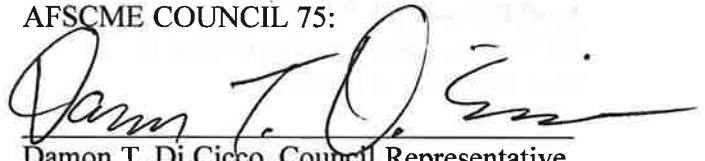
Employees who are placed at a rate of pay above the pay grade's maximum rate of pay will be red circled in accordance with Section 11.3.4 until the maximum rate of pay of the employee's pay grade exceeds the employee's rate of pay. However, for the term of the 2022-2025 collective bargaining agreement, on the first regular pay date following the first full pay period in January a regular full-time or part-time employee whose rate of pay was red circled in accordance with Section 11.3.4 throughout the prior calendar year will receive a lump sum bonus equivalent to two and one-half percent (2.5%) of the employee's straight-time rate of pay at the end of the calendar year multiplied by the employee's budgeted FTE at the end of the calendar year.

TUALITY HEALTHCARE:



Jen Packer, Chief Nursing Officer &
Vice President of Operations

AFSCME COUNCIL 75:



Damon T. Di Cicco, Council Representative

LETTER OF UNDERSTANDING

2023 Labor Management Committee Promotion of Wellness Program Insurance Premium Discount

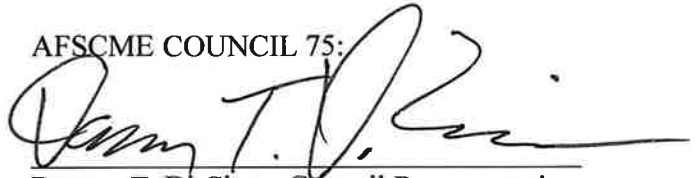
The parties agree that a high priority of their new Labor-Management Committee ("LMC") will be to jointly develop additional tools to promote employee participation in the insurance premium discount opportunity that is part of the Employer's wellness program ("wellness discount"). The parties agree that methods to promote and facilitate participation in the wellness discount will be the primary agenda item of an LMC meeting as soon as practical, but no later than eight weeks before the beginning of the 2023 health plan year. Employer representatives responsible for healthcare benefits and wellness program administration may attend the meeting. The LMC and its co-Chairs may determine the appropriate amount and duration of additional LMC meeting time to devote to this subject. The issues that the LMC may consider include, but are not limited to: effective communication to employees about the wellness discount; effective means of such communication; language translation of program materials or requirements; direct outreach or assistance in completing wellness discount program requirements; specific department or unit focus; and allocation of Employer computers to facilitate completion of program requirements. The Employer will implement any consensus recommendations of the LMC concerning promotion of employee participation in the wellness discount. The LMC and its co-Chairs may determine to renew this issue as an agenda item and revisit its recommendations to promote employee participation in the wellness discount for subsequent health plan years.

TUALITY HEALTHCARE:



Lauri Bolton, Vice President Human
Resources

AFSCME COUNCIL 75:



Damon T. Di Cicco, Council Representative

