Letter of Agreement

Oregon Health Sciences University (OHSU) has entered into an agreement to become the sole member of Legacy Health and its subsidiaries (Legacy), contingent on regulatory approvals and other matters. OHSU and its current and potentially future Labor Partners (defined below) are committed to common goals of making OHSU the preeminent health system to work at in Oregon and developing a collaborative relationship between management and labor based on this shared interest.

Labor Partners are defined as the following: the American Federation of State, County and Municipal Employees Council 75 (AFSCME), Oregon Nurses Association, the American Federation of Teachers Local # 5905 (ONA), Oregon Federation of Nurses and Health Professionals, AFT Local 5017 (OFNHP), the Service Employees International Union Local 49 (SEIU Local 49); and Pacific Northwest Hospital Medicine Association, AFT Local 6552 (PNWHMA). PNWHMA is not subject to Sections 1(e) or 1(h), below.

All commitments in this Letter of Agreement assume that the transaction by which OHSU becomes the sole member of Legacy and its entities will be approved by the appropriate government regulators and will close, and that there will be funding to support the financial commitments in this Agreement. Should that not occur, including, but not limited to through the expiration or termination of the definitive agreement between OHSU and Legacy, all commitments in this Agreement become null and void other than those that are specifically identified as applying pre-closing.

1. Employment Conditions

a. Pay Parity. Unless otherwise bargained with the respective Labor Partner, the transaction will not result in a decrease from current wage rates, premium/differential rates, or benefit contribution amounts or levels for any former Legacy employee who is a member of one of the Labor Partners.

No later than one (1) year after closing, for former Legacy employees in a Labor Partner bargaining unit post-closing, if the employee's base wage rate (i.e. the employee's wage rate without any differential, premium, bonus, or similar addition to the basic wage rate) is lower than the base wage rate of an OHSU employee in the same job classification with the same relevant experience in that job classification, OHSU will increase the former Legacy employee's base wage rate to match the OHSU employee.

b. No Layoffs Pre-closing. Upon execution of this agreement and until the closing of the OHSU/Legacy transaction or the expiration or termination of the definitive agreement between OHSU and Legacy, OHSU will not lay off any OHSU employee who is a bargaining unit member of one of the Labor Partners.

c. No Layoffs for Post-closing Period. OHSU will continue to employ employees who are bargaining unit members of one of the Labor Partners at the post-closing for no less than 12 months following closing.

d. Severance for Layoffs. If, between the 12-month period referenced above and 24 months after closing, OHSU plans to lay off any employees who are members of one of the Labor Partners' bargaining units post-closing, a designated representative from Human Resources shall meet with the employees to review current vacancies and discuss potential placement options such that the employees can avoid a layoff. If the layoff cannot be avoided, then such laid off employees will be provided the following as severance:

i. six months of their base pay, measured at the time of layoff; and
ii. if they timely select continuation of medical and dental insurance coverage under COBRA, OHSU will continue to contribute toward the cost of such coverage for six months at the same contribution level it provided at the time of the layoff; and
iii. access to outplacement services through OHSU's Employee Assistance Program.

This provision does not replace any applicable severance provision in an applicable collective bargaining agreement. In the event there is such a provision, the employee will be eligible for the greater of the benefits available (e.g. greater severance, greater benefit continuation, etc.).

Sections (b)-(d) do not apply to employees terminated for just cause, who are unable to meet the job requirements of their position, whose third-party funding expires or runs out, or who would naturally end their employment relationship with OHSU (e.g., learners).

e. OHSU agrees to contribute a total of ten million dollars per year to the following three education trusts and to support attempting to obtain matching funds from Medicaid. AFSCME, ONA, OFNHP and SEIU Local 49 shall direct OHSU how to apportion this total annual amount among the following education trusts. This total annual amount shall be in addition to any contributions OHSU is already contractually obligated to contribute by virtue of any contracts it assumes as part of the transaction.

OHSU agrees to contribute to the SEIU United Healthcare Workers West and Joint Employer Education Fund ("Education Fund"). Subject to negotiation, OHSU shall agree to be bound by the term of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund.

OHSU agrees to co-sponsor and participate in a Taft-Hartley Education trust fund

with the American Federation of Teachers (Oregon Nurses Association, OFNHP, PNWHMA, etc.) governed by an equal number of Trustees representing labor and management. OHSU's contribution to the new AFT trust shall be a portion of the aforementioned ten million dollars, as directed by AFSCME, ONA, OFNHP and SEIU Local 49. Subject to negotiation OHSU shall be bound by the term of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the AFT Trust.

For all AFSCME-represented bargaining units, OHSU agrees to co-sponsor and participate in a Taft-Hartley Education trust fund governed by an equal number of Trustees representing OHSU management and AFSCME. OHSU's contribution to the new AFSCME trust shall be a portion of the aforementioned ten million dollars, as directed by AFSCME, ONA, OFNHP and SEIU Local 49. Subject to negotiation, OHSU shall agree to be bound by the term of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund.

f. OHSU as Successor. It is critical that employees of Legacy and OHSU have clarity about the effect of the transaction on their status as employees, and their continued representation by their chosen union. Given that purpose, post-closing OHSU commits to being a successor employer to Legacy employees. OHSU can commit to identifying itself as the successor employer to Legacy employees and that it will honor and assume Legacy's collective bargaining agreements, and fully comply with all of its legal obligations in Legacy's collective bargaining agreements until the parties have completed all successor bargaining obligations. OHSU agrees to recognize its Labor Partners (defined above) as the exclusive bargaining representative of appropriate existing Legacy bargaining units consistent with ERB law, which governs the transaction.

g. OHSU will honor the Labor Partners' representational status as the exclusive bargaining representative for Legacy employees where a union contract is in place and/or ERB/NLRB representation certification has occurred as of the time of execution of this Agreement.

h. Post-Closing Recognition. AFSCME, ONA, OFNHP or SEIU Local 49 may request recognition as the bargaining representative of unrepresented employees who are not statutorily or contractually-excluded from representation, and who are in a category defined under 29 CFR 103.30 or the additional category of non-clinical teaching faculty, to include those employees into existing bargaining units or at standalone units, as discussed below. In such cases, representation will be determined by majority card check of the respective category of employees. If the union already represents some employees in that category in an existing bargaining unit, the majority card check will be of the remaining unrepresented employees in that category or an identifiable and distinct segment of employees in that category, and if the card check results in representation, the employees shall be added to the

existing bargaining unit. If the union does not already represent employees in a category under 29 CFR 103.30 and the card check results in representation, then the employees shall form a new bargaining unit. Any card check verification conducted under this paragraph shall occur within twenty-one (21) days of written request by a union. Card check shall be conducted by a neutral selected by the involved parties.

i. In turn, Labor Partners agree that for the duration of this Agreement they will recognize and not challenge the jurisdictions of the current exclusive bargaining representatives of represented groups at Legacy and OHSU, whether by accretion demand, unit clarification petition, lawsuit, or other method except by agreement of all parties to this LOA.

j. Commitment to enforcement of discrimination, harassment, and retaliation policies. Violations of OHSU's discrimination, harassment and retaliation policies, including by non-bargaining-unit members, may be considered just cause for disciplinary action, up to and including dismissal. OHSU will make a good-faith effort to become aware of and track incidents of harassment and discrimination and will take action in a timely manner when needed.

k. Recognition of DEIB language and exploration of labor-management DEIB committee. Recognizing that the work arising from OHSU's Covington Committees is ongoing, and that DEIB best practices continue to evolve more quickly than the typical duration of a collective bargaining agreement, OHSU and its Labor Partners commit to exploring a labor/management committee, akin to how OHSU's Employee Benefits Council handles medical benefits issues, to discuss DEIB language that would apply across the integrated system. Until such time as the parties agree to such system-wide language, racial and immigration justice-related language in current OHSU contracts and, post-closing, Legacy contracts, will be honored. This includes, but is not limited to, provisions of SEIU Local 49's Article 25 - Equal Opportunity and Respect in the Collective Bargaining Agreement between Legacy Emanuel Hospital and SEIU Local 49 and AFSCME's Diversity, Equity, and Inclusion Appendix J of the current AFSCME - OHSU Collective Bargaining Agreement and ONA Article 6 Employment Practices.

l. All staff DEIB training. To further its institution-wide commitment to DEIB and respect, post-closing OHSU will create a new standardized, scalable, and scaffolded learning program for all employees to achieve greater and more even institution-wide adoption of its DEIB and Anti-Racism commitments. This will reflect in the expectations and accountabilities of OHSU's leaders as well as the policies, processes, and routine work of the people they lead. All OHSU's employees will develop shared understandings of the organizations' institutional commitments to create an environment free from discrimination, harassment, and retaliation; foster DEIB and Anti-Racism learning and culture change; develop a

consistent vocabulary to use when we talk about these commitments; and be better able to identify where and how all employees can co-create the culture of belonging they desire.

m. Collection and sharing of demographic information. Post-closing OHSU will annually notify employees that they are able to enter demographic information in OHSU's Human Resources Information System and will encourage them to do so. Demographic information refers to age, race, ethnicity, sex, gender identity, and preferred language. Annually, OHSU will disclose to each Labor Partner demographic information in its possession related to employees that the respective Labor Partner represents, de-identified and aggregated by bargaining unit.

n. Union Orientation. Post-closing, during OHSU's regular new employee orientations (including at any post-closing integration orientation), thirty (30) minutes shall be provided for each of the Labor Partners to hold its own in-person orientation to educate new employees about their respective collective bargaining agreement and to share union information; when new employee orientation occurs remotely, each Labor Partner will be provided, upon request, a meeting room for such purposes. OHSU shall instruct new bargaining unit members to attend the Labor Partner portion of new employee orientation. New employee attendees and one bargaining unit presenter for each bargaining unit represented by the Labor Partners will be provided release time and pay by OHSU during the Labor Partner presentation. OHSU will provide the Labor Partners at least ten (10) days' notice of the time and reasonable notice of the place of new employee orientation meetings, and with a list of newly hired employees, including contact information. OHSU will inform new employees on the onboarding website and in the new employee email series that there is a portion of orientation devoted to advising new employees of the rights and responsibilities of union membership that they must attend. OHSU shall also provide new employees with the link to their Labor Partner's website to sign up for new employee orientation with their Labor Partner and will inform new employees that the Labor Partner orientation is on work time, that they are paid during that time, and that they must attend.

o. ERB jurisdiction. OHSU agrees that ERB has jurisdiction over labor issues at OHSU and Legacy once the transaction is consummated and post-closing will affirmatively represent that the Oregon Employment Relations Board has jurisdiction over any labor issues or disputes, rather than the NLRB.

2. **Pay equity.** OHSU will review its pay and benefit practices to ensure pay equity across the consolidated system pursuant to ORS 652.210 - 652.235.

3. **Reasonable paid time for union activities.** OHSU will comply with ORS 243.798, which grants union designated representatives reasonable paid time to engage in various representation-related activities. Certain OHSU collective bargaining

agreements include specific paid hours for such work. For such agreements, the number of paid hours in the CBA will increase by the proportional increase in members of the relevant bargaining unit from the day before closing to the day after closing. If the collective bargaining unit does not include specific paid hours for such work, OHSU agrees to begin bargaining over the number of reasonable paid hours that will be provided within 60 days after closing.

4. **Neutrality.** As a public employer, OHSU recognizes its obligation under PECBA and ORS 243.670 to remain neutral and refrain from lending any assistance or support to any group opposed to unionization.

5. **Dispute Resolution**. All alleged violations of this Agreement shall be subject to an expedited arbitration process. Expedited arbitrations shall be heard on an as-needed basis before one arbitrator from an agreed list, selected through the standard striking process. The arbitration hearing shall be set no longer than 45 days after the arbitrator accepts jurisdiction over the dispute. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement. The presentation of evidence and argument shall be subject to time restrictions that the parties mutually establish. Briefs shall not be filed. The arbitrator shall render their decision within ten days after the end of the hearing. The decision shall be final and binding on the parties. The arbitrator's fee and expenses shall be borne equally between the parties.

6. **Term and Duration**. This agreement shall remain in effect until the earlier of (a) six years; or (b) until a provision is superseded by a Collective Bargaining Agreement, in which case this agreement shall continue in effect for its term with the exception of the superseded provision.

[Signatures on following page]

Docusign Envelope ID: AD2B072C-1A7C-4E20-9000-E315BBDB4CFC

FOR LABOR PARTNERS:

AFSCME Council 75

Signed by:
Joe Baessler
5686D218DAFE421...

Joe Baessler, Executive Director

Oregon Federation of Nurses and Health Professionals

DocuSigned by:
Sarina Roher
81E5928A7A854AA...

Sarina Roher, President

Oregon Nurses Association

Signed by:
3EF1CD22209E477...

Anne Tan Piazza, Executive Director

Pacific Northwest Hospital Medicine Association

DocuSigned by:
Charlotte Yeomans
C62C399998C0493...

Charlotte Yeomans, President

SEIU Local 49

DocuSigned by:
AF27F1AD9558482...

Meg Niemi, President

FOR THE EMPLOYER:

Oregon Health & Science University

DocuSigned by:
Danny Jacobs
E6742E27BF614CF...

Danny Jacobs, M.D., M.P.H., FACS, President