

**Agreement  
between**

**Neighborcare Health and SEIU Healthcare 1199NW**

***Neighborcare Health***

**2020 - 2021**



**SEIU**Healthcare®  
United for Quality Care

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## **Preamble**

This agreement is made and entered into by and between Neighborcare Health, Seattle, Vashon Island and Olympia Washington, hereinafter referred to as the "Employer" or "Neighborcare" and the Service Employees International Union Healthcare 1199NW hereinafter referred to as the "Union" or "SEIU Healthcare 1199NW". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the union as set forth in Article 1.

## **ARTICLE 1 – RECOGNITION**

### **1.1 Recognition.**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full time, regular part time, and per diem employees as described in the National Labor Relations Board Certification in case 19-RC-228621 (Clinic) and as listed in Appendix A of this Agreement, who are employed by the Employer at all of the Employer's locations in Seattle, Vashon Island and Olympia

Recognition is specifically excluded for: (1) all other employees employed at the above-described clinics, including but not limited to, managerial employees, confidential employees, guards and supervisors as defined in the Act, and (2) employees employed in a separate bargaining unit.

### **1.2 New Classifications.**

If the Employer creates any new classifications that have a community of interest with any of the job classifications included in the Certifications listed in, in case 19-RC-228621 (Clinic) then all employees in such classifications shall be included in the bargaining unit. The parties shall bargain regarding the terms and conditions of unit employees.

### **1.3 Supervisor Defined.**

The term "supervisor" means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of care, efficiently and economically. Except as modified elsewhere in this Agreement, the Union recognizes the right of the Employer to operate and manage Neighborcare Health including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the



operation shall continue to operate; to contract or subcontract for goods and services; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause; to layoff employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities 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. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

### **ARTICLE 3 – UNION MEMBERSHIP – AUTHORIZED DEDUCTIONS**

#### **3.1 Membership.**

All employees working under this Agreement shall become and remain members of the Union. Newly hired full-time, part-time locum/per diem and on-call employees shall, as a condition of continued employment, become members of the Union within thirty (30) calendar days after the date of hire. The Employer shall make newly hired employees aware of this requirement at the time of hire. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after the receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligation set forth in this Agreement. Newly hired employees shall not be required to pay the Union's initiation fee until after ninety (90) days of employment.

Failure to comply with the above conditions shall, upon written request of the Union, result in the discharge of the employee in accordance with the provisions of this Agreement. Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request termination of such employee.

#### **3.2 Religious Objection.**

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Union but, in the alternative, shall be required to pay a monthly amount equal to the monthly dues of the Union, to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and declared in writing.

#### **3.3 Hold Harmless**

The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

### 3.4 Dues Deduction.

During the term of this Agreement, the Employer shall deduct an amount equal to the Union's uniform monthly dues or agency fees from the pay of each member of the Union who voluntarily executes a lawful wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional dues amounts as specified by the Union and authorized by the employee. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer.

Upon electronic transfer of funds to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

### 3.5 Employee Rosters.

Upon the signing of this Agreement and monthly thereafter, the Employer shall supply the Union with a roster containing the names, addresses, primary telephone number, department/clinic/program, classification, employee status, date of hire, rate of pay, gross earnings, FTE, and employee identification number for all employees covered by this Agreement. The list will be submitted electronically in Excel format.

### 3.6 Voluntary Political Action Fund Deduction.

The Employer agrees to deduct from the paycheck of each employee who has authorized it, an amount the employee voluntarily authorizes for political reasons. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon written request. The deduction shall begin the first payroll period following Employer's receipt of the authorization. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the contribution to the Healthcare Leadership Fund hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

## **ARTICLE 4 – UNION REPRESENTATIVES**

### 4.1 Union Access.

The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this Agreement are working, excluding direct patient care areas or non-public areas where patient interactions occur. The Union will make a good faith effort to notify the Employer when authorized staff intend to access the Employer's premises. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care.

#### 4.1.1 New Employee Orientation.

The Delegate/Officer/Union Organizer (or designee) will be given up to one-half (1/2) hour to introduce the Union and Union Contract to newly employed members of the bargaining unit.

The Union shall provide a copy of the Collective Bargaining Agreement to the employee. Orientation shall be on paid time for the new employee and one delegate/officer who are released to attend. Employer representatives shall not be present during the Union presentation. The Union will be provided with a copy of the orientation calendar each quarter. By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation including the name, FTE, job classification, start date, shift, department, unit and clinic of each new employee attending the orientation.

#### 4.2 Facility Use.

In accordance with the Employer's practice, the Union shall be permitted to use designated rooms of the Employer for meetings of the local unit, with or without Union staff present, provided space is available. Requests will be made to the site administrator. The Union will make a good faith effort to request rooms with as much notice as possible.

#### 4.3 Union Delegates.

The Union shall designate Union delegates from among employees in the bargaining unit, elected in accordance with union bylaws. Such delegates may be authorized to serve as the representatives in Steps 1, 2 and 3 of the Grievance Procedure as provided in this Agreement. The parties acknowledge the general proposition that Union work performed by Union delegates, including the investigation of grievances, will be conducted during non-working hours (e.g. rest breaks, lunch periods, and before and after shift). Subject to patient care needs, meetings and discussions on the grievance held with the Employer in connection with the grievance procedure shall normally be held during the regular business hours, or as mutually agreeable, and no deduction in pay status shall be made for the grievant or delegate for reasonable time spent in meetings or discussions during the employee's scheduled work hours.

#### 4.4 Bulletin Boards.

Bulletin boards in each staff breakroom area in each clinic, shall be designated for the Union's use. Posting of union related matters will be limited to the designated bulletin boards. Bulletin boards will be as large as possible for the space but no larger than 24" x 36" and provided by the Employer.

#### 4.5 Employee Participation in Union Activities.

Effective the first of the month following the date of ratification and subject to thirty (30) days advance notice, up to twenty (20) employees (Union officers, executive board members, delegates and members of contract committees) may use eight (8) hours of paid time per calendar year to attend union-sponsored training in leadership representation and dispute resolution. The Union must provide written notification to the Employer's Human Resources Department yearly of the names of union officers, executive board members, delegates and members of the contract committees. Effective on each anniversary date of the first of the month following ratification and for the following twelve (12) months and every year

thereafter, the number of employees who may use such leave will be ten (10) per calendar year.

Union officers, delegates and committee members will be provided time off without pay to attend meetings and activities sponsored by the Union. The parties recognize that patient care and operational needs must be given first priority when requests for leave are considered under this section. Employees requesting leave under this section must submit a request for leave to the Senior Leadership Team at least thirty (30) days in advance of the leave date. The determination of whether to grant or deny such requests shall be based on patient care and staffing needs.

Subject to patient care and staffing needs, an employee may be granted an unpaid leave of absence for up to twelve (12) weeks, dependent on Senior Leadership approval, to assume a position with the Union and the employee shall be entitled to return to his/her former position or equivalent position. The decision to grant or deny the request shall be based on patient care and staffing needs.

## **ARTICLE 5 – DEFINITIONS**

### **5.1 Full-Time Employee.**

An employee who works on a regularly scheduled basis at least thirty (30) hours per week and who has successfully completed the required initial review period.

### **5.2 Part-Time Employee.**

An employee who is regularly scheduled to work on a continuing basis less than thirty (30) hours per week, and who has successfully completed the required initial review period.

### **5.3 Introductory Employee.**

An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) days. After ninety (90) calendar days of continuous employment with the Employer, the employee shall attain regular status unless specifically advised by the Employer of an extended introductory period not to exceed ninety (90) days, the conditions of which shall be specified in writing. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure.

### **5.4 Casual Employees.**

An employee hired to work on an intermittent basis during any period when additional work requires a temporarily augmented work force (e.g., per diem and locum tenens). Casual employees (with the exception of locum tenens) shall be paid a one dollar twenty-five cents (\$1.25) wage differential. Casual employees shall not accrue seniority or any benefit compensation. A full-time or part-time employee who changes to Casual status shall retain seniority and benefits for up to six (6) months, pending return to regular status. Seniority shall not apply while on casual per diem status. After return to full-time or part-time status within six (6) months, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes. Casual employees will not be regularly utilized in lieu of filling or creating regular full-time and part-time positions.

### 5.5 Non-Exempt Staff.

Employees in positions that are subject to minimum wage provisions and eligible for overtime pay according to federal and state law.

### 5.6 Exempt Staff.

Employees in positions that are not subject to minimum wage provisions and overtime pay according to federal and state law. Employees in an exempt position are paid on a salary basis.

## **ARTICLE 6 – EMPLOYMENT PRACTICES**

### 6.1 Notice of Termination.

Providers shall be entitled to sixty (60) days written notice of termination or pay in lieu thereof, as outlined in their Provider Agreement with Neighborcare Health, unless discharged for just cause. All other Full time and Part Time employees who have completed the required initial review period shall be entitled to fourteen (14) days' notice of termination or pay in lieu thereof, including any accrued Paid Time Off pay, unless discharged for just cause. Any compensation paid based on this Section shall be prorated for part-time employees.

### 6.2 Notice of Resignation.

Providers shall be required to give 60 days written notice of resignation as outlined in their Provider Agreement with Neighborcare Health. All other Regular employees shall be required to give at least fourteen (14) days' written notice of resignation. Employees may not use PTO for non-illness related leaves during the last fourteen (14) days of employment or use PTO to extend the last day of employment beyond the actual last day worked. Failure to give such notice shall result in loss of accrued Paid Time Off. The Employer will give consideration to situations that would make such notice by the employee impossible.

### 6.3 Discipline and Discharge.

No full-time, part-time or casual employee shall be disciplined or discharged except for just cause. "Just cause" is a fair and honest cause or reason, regulated by good faith on the part of the Employer, which is not for any arbitrary, capricious or illegal reason and which is based on facts (1) supported by substantial evidence and (2) reasonably believed by the employer to be true. This will include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. Upon request, employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. An employee may request the attendance of a union representative and/or a third party certified interpreter during any disciplinary meeting or investigatory meeting which may lead to disciplinary action. An employee may make a written request to the Human Resources Department for removal of any record of discipline from his or her personnel file if the record is dated more than twenty-four (24) months prior to the employee's request. Human Resources retains the right to grant or deny the request but in doing so will not exercise this right in an arbitrary or capricious manner. If the Employer chooses to not remove a disciplinary action as requested by an employee, then the Employer shall inform the employee in writing the reason(s) for declining to remove the discipline.

#### 6.4 Personnel File.

Employees shall have access to their personnel file as required by State Law. Employees shall have access to their personnel file and be given the opportunity to provide a written response to any written evaluations, disciplinary actions or other materials included in the personnel file and such comments shall be included in the employee's file.

#### 6.5 Floating.

The Employer retains the right to float employees on a shift by shift basis to meet patient care and departmental needs.

##### 6.5.1 Floating Definition.

Floating is defined as:

A change in the work unit/department for a shift or partial shift.

In the case of float pool employees, it is defined as the compensated flexibility of an employee who is assigned daily to various units/departments based on the staffing needs of the clinic.

##### 6.5.2 Floating Qualification.

Employees will be expected to perform all basic functions of their classifications but will not be required to perform tasks or procedures specifically applicable to the work unit for which they are not qualified or trained to perform. Employees required to float within the system will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the work unit to which the employee is assigned.

##### 6.5.3 Floating Rotation for Non-Float Pool.

Volunteers, within the job classification at the clinic, will be sought first when floating is necessary. Floating assignments by classification within a clinic will be rotated equitably with the least senior employee floated first, subject to skill, competence, ability and other patient care or departmental considerations, in the opinion of the Employer. Equitable rotation will be applied even in the event of provider absence.

#### 6.6 Evaluations.

All new employees will be formally evaluated prior to completion of the initial review period. Written performance evaluations shall occur on an annual basis thereafter. Interim evaluations may be conducted. The annual evaluation is a tool for assessing the skills of the employee and for improving and recognizing the employee's performance. As determined by the employee's supervisor, the employee's participation, including self-evaluation, is an integral part of the evaluation process. The employee will be given a copy of the evaluation. Employees are required to sign the evaluation acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file. Work time will be provided for evaluations.

## 6.7 Job Openings.

Notices of vacancies shall be posted for seven (7) calendar days in advance of filling the position. Notice of vacant positions will be posted on the Neighborcare Health website. When a regular job opening occurs within the bargaining unit, union seniority shall be the determining factor in filling such vacancy providing skill, competence, ability and prior job performance are considered equal in the judgement of the Employer. To be considered for such job opening, an employee must complete and submit an application through the Neighborcare Health website. Internal applicants will be notified when the job has been filled. If the Employer is unable to place the selected employee in the vacant position immediately due to departmental or unit considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when they will be placed in the position. In any event, the selected employee will be placed in the position within ninety (90) days.

If an employee is accepted for a new bargaining unit position, the employee will be ineligible to apply for another position for a five (5) month period unless agreed to by the employee's supervisor. The five (5) month requirement shall not apply to employees unable to perform a bargaining unit job due to an injury, illness or disability certified by a provider.

### 6.7.1 Trial Period.

When an employee, who has successfully completed the new employee introductory period, obtains a position in a new classification shall serve a ninety (90) day trial period in their new assignment. If at the end of the trial period the employee is unable to perform satisfactorily in the opinion of the Employer or if the employee so chooses, the employee shall be returned to the employee's prior position if it is still vacant. If the prior position is not vacant, the employee will be eligible for other vacant positions for which the employee is qualified under Article 6.8- Job Openings or the employee shall be laid off and placed on the recall roster under Article 7

## 6.8 Additional Hours.

Employees desiring to work additional shifts may notify the department manager or designee of their availability in writing or by email. Part-time employees will be given priority for additional shift assignments, unless it puts the employee in an overtime position.

## 6.9 Travel, Mass Transit and Parking.

Employees who travel between works sites and assignments at the request of the Employer during the work day shall be considered "on duty" and shall be paid for miles at the current IRS reimbursement rate and covered under the same Employer insurances as if at work inside the clinic.

Reasonable parking expenses will be reimbursed when free on-street parking is not offered within proximity of the worksite or assignment (e.g. Pike Place Market).

Employees may elect to receive an ORCA card from the Employer. In the event that they elect to receive an ORCA card from the Employer, the Employer will deduct what is allowed under the ORCA program, and the deduction will occur the first pay period of the month for every

month they elect to receive the ORCA card. In the event the employee costs for the ORCA card are scheduled to increase, the Employer will notify the Joint Labor Management Committee.

#### 6.10 Locum, Float and Per Diem Employees.

Upon request, but no more frequently than quarterly, the Employer will provide to the Union a list of casual employees including their job classification, clinic or program and their hours worked, by pay period. When the union believes an employee classified as reserve has been working at least twenty (20) hours per week for a period of over three (3) months, the Union can submit a request to post a regular position to the clinic director for justification and approval. The director's review will take into account whether the casual employee was covering vacations, sick calls or leaves of absence or to cover posted, but vacant, positions. All approved positions will be posted according to Article 6.7 no later than forty-five (45) days of the Union's submission. In the event the casual employee has applied for and receives a full or part time position in the same job classification, and has worked an average of twenty (20) hours per week in a ninety (90) day period, the Employer will either waive their introductory period or require a ninety (90) day introductory period.

#### 6.11 Job Description.

Upon request, the Employer shall provide job descriptions for all classifications covered by this Agreement. The Employer shall keep these job descriptions current and shall forward significant modifications and revisions to the Union. Employees can request a copy of a job description from Human Resources or their manager.

#### 6.12 Regular Rate of Pay.

A non-exempt employee's regular rate of pay is the hourly rate an employee is paid for all non-overtime hours worked in a workweek. "Regular hourly rate" includes wages and other forms of compensation as applied in this Agreement, including applicable shift differentials and weekend premium.

#### 6.13 Preceptor.

A preceptor is an experienced Provider or Registered Nurse proficient in clinical teaching and communication skills who is assigned specific responsibility for planning, organizing and evaluating the new skill development of a new Provider or Registered Nurse who has been placed in a defined preceptor program, the parameters of which have been set forth in writing by the Employer. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. A preceptor premium of one dollar (\$1.00) per hour shall be paid to a designated preceptor for all hours precepting. This is in addition to any and all other premiums.

#### 6.14 Practice Management Time.

The Employer and the Union recognize the importance of Practice Management Time (PMT). PMT is an essential component of providing quality patient care and the employee's work day. PMT is non direct patient care time used for charting, paperwork, documentation, tasking, huddles, care coordination etc. Employees who currently have Practice Management Time shall maintain it according the PMT Schedule or the current practice, whichever is greater. Employees shall maintain PMT according to the following schedule and prorated based on FTE.



Job Classification	Practice Management Time (based on 1.0. FTE)
Physician	0.125 FTE
ARNP and Physician Assistant	0.2 FTE
Mental Health Therapists / Behavior Health Counselors	0.25 FTE
Social Workers	0.31 FTE
Dietitian / Nutritionist and Certified Diabetes Educator	0.2 FTE
HHOT / Reach Team /SHA (All Job Classifications)	40% of shift

Time spent in mandatory or staff meetings will be considered as additional non patient care time and will not be subtracted from the employee’s Practice Management Time.

An employee’s Practice Management Time (PMT) will be calculated as a portion of FTE based on the table above. PMT should be spread across the work week in a consistent way, with minimal variation from week to week. For time increments that are less than fifteen (15) minutes due to an employee’s FTE is that is less than 1.0, the employee can round up to the nearest fifteen (15) minutes.

PMT cannot impact clinic operating hours and productivity standards for each employee will be maintained.

Within ninety (90) days of ratification of the collective bargaining agreement, the parties will convene a Practice Management Time Committee to review and provide input on the implementation of an FTE-based PMT schedule, and how best to schedule PMT within the employee workday. The committee will be made up of three (3) members selected by the union and three (3) members selected by the employer. Union staff representative(s) will attend the meeting(s). Committee members will be released on paid time to attend committee meetings. The Practice Management Time Committee will determine its own schedule, will be time limited and will disband following the successful implementation of the PMT schedule, or three (3) months, whichever occurs first.

**ARTICLE 7 – SENIORITY-LAYOFF-RESTRUCTURE**

7.1 Definition.

Seniority shall be defined as a full-time or part-time employee’s continuous length of service at Neighborcare Health from most recent date of hire. Seniority shall not apply to an employee until completion of the required introductory period. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from most recent date of hire. Length of service as an employee of the Employer shall be used to determine PTO and benefit accruals

### 7.1.1 Re-Hire.

An employee who is re-hired by the Employer within six (6) months after having terminated employment will be allowed to have his or her former seniority restored with an adjusted hire date

## 7.2 Layoff Defined

A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer. Thirty (30) days' advance notice of layoff will be given to the Union and to employees subject to layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control. If such unforeseen conditions prevent such notice, the Employer will provide at least fourteen (14) days' notice or pay in lieu thereof. Pay will be based on scheduled hours missed prior to the layoff. Upon request, the parties will meet for the purpose of reviewing the layoff as well as possible alternatives to layoffs. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among employees in those job classification(s), clinic(s) or program(s) affected by the layoff in the bargaining unit. Agency staff and introductory employees within the affected worksite will be released prior to laying off regular employees. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff. Employees notified of layoff will be provided a ballot and given the opportunity to select vacant positions, ranking them in order of preference, in accordance with Article 6.7. If there are more employees than positions, layoffs will be based on seniority provided skill, competency, and ability are considered substantially equal in the opinion of the employer.

### 7.2.1 Worksite Layoff.

If a worksite layoff is determined by the Employer to be necessary, employees will first be designated for layoff by job classification within a clinic or program or if the clinic is divided into departments, within the department. Employee(s) with the least amount of seniority shall be laid off first providing skill, competence, and ability are considered substantially equal in the opinion of the Employer.

#### 7.2.1.1 Rosters.

If a layoff is announced, a current seniority roster will be available at the Human Resources Department with a copy provided to the Union, together with a listing of any vacant positions. The vacant position listing shall include worksite, FTE and shift.

### 7.2.2 Displacement Options.

An employee subject to layoff may apply for a vacant position pursuant to Article 6.7 – Job Openings, or, if not the least senior employee, the employee may displace the least senior employee in the classification in the bargaining unit or may displace the least senior employee in a less paid classification in the bargaining unit, providing skill, competency and ability are considered substantially equal in the opinion of the Employer. If the employee takes none of these option, the employee shall be subject to immediate layoff and placement on the reinstatement roster (article 7.3 –recall)

### 7.3 Recall.

Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. New job postings will be available on the Neighborcare website. To be considered for the open positions, the employee must notify the Employer by the date and time specified on the notice. When vacancies occur within their job classification, employees will be reinstated in the reverse order of the layoff providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If an employee is offered recall to any position which is not comparable, the employee may decline recall without loss of seniority or position on the reinstatement roster.

#### 7.3.1 Comparable Definition.

Comparable for purpose of this Article 7 shall mean the same classification, geographic region of clinic, program or department, shift and no greater than a .2 FTE lower than the employee's FTE at the time of layoff and same benefit status.

### 7.4 Notification to Employer.

Employees on layoff are responsible for informing the Human Resources Department of changes in address or availability.

#### 7.4.1 Per Diem / Locum / Float Work.

An employee on the reinstatement roster shall be eligible for per diem / locum / float work. Acceptance of per diem / locum / float work while on layoff shall not affect the employee's placement on the reinstatement roster.

#### 7.4.2 Vacant Positions.

An employee on the reinstatement roster may bid on a vacant position in a different classification in the same manner as any other regular employee, pursuant to Section 6.7 – Job Openings.

#### 7.4.3 Employment Status During Layoff.

Subject to Article 7.5- Termination of Seniority, an employee on layoff shall retain employment status and benefits accrued to the date of commencement of layoff, but that employee shall not accrue seniority and benefits while on layoff. Upon reinstatement, the employee shall have previously accrued seniority and eligible benefits restored and the employee shall again commence accruing seniority and benefits.

### 7.5 Termination of Seniority

Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable position while on layoff and return to work within twelve (12) months, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

### 7.6 Department/Unit Restructure.

In the event of a merger of two (2) or more clinics, programs or departments into a single clinic, program or department or a restructuring of an existing clinic, program or department, the Employer will determine the number of full-time and part-time FTEs by shift required for the

new or restructured department, program or department. The Employer will provide thirty (30) days notice to the Union of a restructure and the parties will meet with seven (7) days of notice. Prior to implementation of the schedule, the Employer will meet with the employees of the affected area to discuss the reconfiguration of the FTEs in the clinics(s), program(s) or departments(s) and the new work schedules. A listing of the FTEs for each shift on the new/restructured department(s) or unit(s), including any qualification requirements, shall be posted on the department(s) or unit(s) for at least ten (10) days. Other vacant bargaining unit positions will also be posted on the department(s) or unit(s) at that time. By the end of the posting period, each employee shall have submitted to the Employer a written ballot which identifies and ranks the employee's preferences for all available positions (first to last). Based upon these preference lists, the Employer will assign employees to positions on the new/restructured department(s) or unit(s) based upon seniority, providing skill, competence, and ability are considered substantially equal in the opinion of the Employer.

#### 7.6.1 Displacement Options.

If an employee is not assigned a position on the new or restructured department or unit, the employee may apply for a vacant position pursuant to Article 6.7 – Job Openings, or, if not the least senior employee, the employee may displace the least senior employee in the classification in the bargaining unit or may displace the least senior employee in a less paid classification in the bargaining unit, providing skill, competency and ability are considered substantially equal in the opinion of the Employer. If the employee takes none of these option, the employee shall be subject to immediate layoff and placement on the reinstatement roster (article 7.3 –recall)

#### 7.7 Use of Paid Leave.

Except in cases of reduced FTE or shift change, all accrued paid time off and Extended PTO will be paid out in a lump sum in the first full pay period following the layoff, in accord with Employer policy for the return of Employer property.

### **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

#### 8.1 Work Day.

The normal workday shall consist of eight (8) hours work to be completed within eight and one-half (8½) consecutive hours. Innovative work schedules identified in Article 8.1.1 through 8.1.4 below, shall be by mutual agreement between the Employer and Employee.

##### 8.1.1 10 Hour Work Day.

The workday may consist of ten (10) hours' work to be completed within the ten and one-half (10 ½) consecutive hours.

##### 8.1.2 6-Hour Day.

The workday may normally consist of six (6) hours' work to be completed within six and one-half (6 ½) consecutive hours.

#### 8.1.3 4-Hour Day (Youth Clinic).

The workday at Youth Clinic may normally consist of four (4) hours' work to be completed within four consecutive hours.

#### 8.1.4 Nine Hour Day.

The workday may normally consist of nine (9) hours' work to be completed within nine and one-half (9 ½) consecutive hours.

### 8.2 Work Week.

The normal work week shall consist of forty (40) hours of work within a seven (7) day period or as otherwise determined by an employee's FTE.(beginning Monday and ending Sunday).

### 8.3 Innovative Work Schedules.

An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Innovative work schedules may be established in writing by mutual agreement between the Employer and the Union. Prior to the implementation of a new innovative work schedule, the Employer and the Union will promptly meet to negotiate the terms and conditions of employment related to that work schedule. Innovative work schedules shall be in writing and are subject to mutual agreement between the Employer and the employee(s) involved. Where innovative schedules are utilized by the Employer (including those innovative schedules set forth in Article 8.1 of this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least sixty (60) days advance notice to the employee. At the time of execution of this Agreement, agreed innovative schedules are those set out in 8.1.1, 8.1.2, 8.1.3 and 8.1.4.

### 8.4 Flex Time

Flex time will be administered according to Neighborcare policy

### 8.5 Overtime

For non-exempt employees, overtime shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked beyond forty (40) in a work week. All overtime must be approved in advance by the employee's supervisor. Hours paid but not worked shall not count as time worked for purposes of computing overtime.

### 8.6 Weekend Work.

Employees covered by this Agreement may be required to work weekends. The Employer will make a good faith effort to rotate weekend work in a fair and equitable way and to schedule all full-time and part-time employees, no more than two (2) out of each four (4) successive weekends. Nothing in this section shall preclude employees from volunteering to work consecutive weekends. This section shall not apply to employees who are hired into positions requiring regular weekend work.

### 8.7 Work Schedule Posting.

The Employer shall determine and post work schedules covering a four week period at least fourteen (14) calendar days immediately preceding the date on which the schedule is effective.

The Employer retains the right to adjust work schedules and maintain an orderly operation, but in doing so will make a good faith effort to maintain scheduling patterns from schedule to schedule. Except in the cases of emergency conditions involving patient care, there shall be no changes to a posted schedule without mutual agreement. Management will put forth a good faith effort to locate coverage when an employee requests time off.

#### 8.8 Meal and Rest Periods.

Nonexempt employees shall receive an unpaid meal period of at least one-half (½) hour during each regular workday. If an employee is required by the Employer to remain on duty or is called back to work during a meal period such time shall be considered as time worked for pay purposes. Non exempt employees shall be allowed one (1) paid rest periods of fifteen (15) minutes during each four (4) hour period. Breaks may be taken intermittently. The employee shall have the obligation of requesting relief on a timely basis. Exempt employees are encouraged to take similar meal and rest periods. The application and administration of this section shall be consistent with State law.

#### 8.9 Lactation Breaks

Neighborcare Health will accommodate nursing mothers with sufficient work shift modification and reasonable amount of paid break time, in addition to the rest breaks outlined in Article 8.8, and a private space to express milk. "Private space" shall be a place, other than a bathroom, that is clean, shielded from view, and free from intrusion from coworkers and the public. The Employer shall ensure that employees have access to adequate space to store a pump and access to a refrigerator for milk storage. The Employer shall identify and notify employees of private spaces in each clinic and work location.

### **ARTICLE 9 – COMPENSATION**

#### 9.1 Wage Rates.

The Employer strives to attract and retain highly qualified staff by offering pay that is competitive with the community-based health care market and equitable to all staff members. Employees covered by this Agreement shall be paid in accordance with the provisions contained herein

#### 9.2 Wage Increase.

9.2.1 Effective the first pay period following ratifications, a two percent (2.0%) wage increase to hourly rates will be implemented for all bargaining unit employees.

9.2.2 Effective the first pay period following December 1, 2020, a one half of one percent (0.5%) wage increase to hourly rates will be implemented for all bargaining unit employees

### 9.3 New and Modified Positions.

If the Employer creates a new classification or substantially changes the requirements, responsibilities and duties of an existing classification, the Employer shall provide written notice to the Union, including the position description and a proposed rate of pay, at least thirty (30) days prior to the implementation of the new or revised position. If the Union requests, within fourteen (14) days after receipt of notice, the parties shall meet to bargain the rate of pay. The Employer's proposed rate shall be paid while negotiations proceed.

## **ARTICLE 10 – OTHER COMPENSATION**

### 10.1 Lead Pay.

Effective the first pay period following ratification, an employee temporarily assigned by the Employer to fill in for a lead employee or supervisor shall receive two dollars (\$2.00) per hour while working as a lead.

### 10.2 Weekend Premium.

Effective the first pay period following ratification, a non-exempt employee who works on a weekend shall receive one dollar and fifty cents (\$1.50) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend shall be defined as all hours between 12:01am Saturday and 11:59 p.m. Sunday.

### 10.3 Preceptor Premium.

Effective the first full pay period following ratification, all employees who work as preceptors as defined in Article 6.13 shall receive one dollar (\$1.00) per hour premium pay for each hour they precept. This is in addition to any and all other premiums.

### 10.4 Certification Pay Professional/Technical Classifications.

Registered nurse wound care certification will be compensated at a premium of one dollar (\$1.00) per hour.

### 10.5 Bilingual Premium.

Effective the first full pay period following ratification, the Employer will pay a Bilingual Premium of fifty cents (\$0.50) to employees who are required to communicate in a language other than English as part of their regular job duties, provided the employee has passed a language assessment examination as determined by the Employer.

### 10.6 Float Pool Premium.

Effective the first full pay period following ratification, Medical Assistants, Dental Assistants, Patient Service Representatives and Registered Nurses assigned to the Float Pool shall receive a one dollar twenty-five cents (\$1.25) per hour for hours worked in the Float Pool.

## **ARTICLE 11 – PAID TIME OFF**

### 11.1 Purpose.

The Parties believe in the importance of maintaining a successful work/life balance. Taking time off to care for personal or family needs is essential to employee well-being. Paid Time Off (PTO) is intended to provide employees with paid time to cover needs for vacation, personal and family illness in addition to other needs or uses as defined by the employee and to encourage use of such time on a scheduled basis. PTO is paid at the employee's regular rate of pay in Accordance with Article 6.12

### 11.2 Sick Leave for Casual and Temporary Employees.

Part-Time and Temporary employees will accrue sick leave at a rate of one hour of sick leave for every thirty (30) hours of work each calendar year, beginning with the employee's first day of employment. These employees may carry over up to seventy-two (72) hours of unused Sick Leave benefits each year. Accrued leave may be taken after ninety (90) calendar days of employment. Upon termination of employment, all unused Sick Leave is forfeited.

### 11.3 Use of PTO.

To ensure adequate staffing to cover all operations, PTO for planned absences must be requested 30 days in advance using the Scheduler Request in UltiPro. Providers may need to submit their request further in advance to avoid impacting patient care.

#### 11.3.1 Approval

PTO use is contingent upon management approval and the employee having sufficient PTO to cover the entire requested time off. Approvals may be modified as necessary to ensure that staff members absences do not result in unpaid leaves. Employees may not take time off without sufficient PTO to cover their absence. Exceptions may be made at the discretion of the Senior Leadership Team member under which the staff member reports.

#### 11.3.2 Introductory Period

Taking PTO within a staff member's introductory period will extend the length of the initial review period by the length of the absence.

#### 11.3.3 Non Exempt Employees

Nonexempt staff members may take PTO in as little as fifteen (15) minute increments.

#### 11.3.4 Unpaid Time Off

Employees may not take unpaid days off instead of using PTO if they have PTO available.

#### 11.3.5 Cancelling PTO

If PTO has been approved and arrangements for coverage have been made, a staff member will not be permitted to cancel the PTO request without prior approval from their supervisor.

#### 11.3.6 PTO and Overtime

PTO hours do not apply in the calculation of overtime hours.



#### 11.4 Use of PTO for Illness.

Employees must provide their supervisor with documentation from a healthcare provider for absences of more than three days due to illness. If staff member is unable to produce such certification, the absence may be classified as unexcused. The Employer reserves the right to require documentation from a healthcare provider for absences due to illness in other situations at the discretion of the supervisor, consistent with federal, state and local law. Employees with a communicable disease of public health importance in an infectious stage are not allowed on duty and must use PTO, if available. Unexcused absences may result in disciplinary action up to and including termination of employment. Absence due to illness without PTO is considered unexcused unless covered under a government-mandated leave. Unexcused absences may result in disciplinary action up to and including termination of employment.

##### 11.4.1 Absence Without Notice.

Absence from work for three consecutive days without notification to the employee's immediate supervisor will be considered job abandonment. The Employer will record the employee's job abandonment as a voluntary resignation without proper notice.

#### 11.5 Year End Carryover and Maximum Accrual

A maximum of two hundred forty (240) hours of PTO can be carried from one calendar year to the next. PTO carryover will be pro-rated by an employee's FTE at the end of the year. If an employee transfers to a position with fewer regularly scheduled hours, the difference between the maximum PTO accrual for the employee's new FTE and old FTE will be cashed out.

For administrative purposes, the end of the calendar year is considered the last day of the pay period that includes December 31. Processing of excess PTO at year-end will happen on the payroll following the pay period that includes December 31<sup>st</sup>.

#### 11.6 Extended PTO Bank/Paid Family and Medical Leave.

Beginning January 1, 2020, the Employer will provide paid family and medical leave as required under Washington law. Effective the date of ratification, the Employer will discontinue the Extended PTO bank. Any employee with a positive balance will have access to the balance under the current policy. There will be no additional hours added to the Extended PTO bank.

#### 11.7 Payment of PTO at Change in Status.

When an employee's status changes from benefited status to non-benefited status, his or her PTO will be cashed out subject to the same limitations as Payment of PTO at termination of employment.

#### 11.8 Payment of PTO at Termination

11.8.1 Voluntary Resignation: The maximum PTO cash out will be pro-rated by FTE at the time of separation from Neighborcare Health.

A maximum of two hundred forty (240) hours accrued PTO may be cashed out upon resignation when a Full-Time Employee has provided a written notice of resignation

with sufficient notice. For employees other than Providers, sufficient notice is considered a minimum of two (2) weeks' notice. Providers must give notice as outlined in their Neighborcare Health Provider Agreement. Employees who voluntarily leave the Employer without providing two weeks' notice or the amount of notice outlined in an employment agreement, will not be paid unused PTO.

11.8/.2 Staff members resigning during the Introductory Period cannot cash-out PTO.

11.8.3 Staff members may not use PTO for vacation during their final two weeks of employment or use PTO to extend the term of employment beyond the actual last day worked.

11.8.4 Involuntary Termination.

Staff members whose employment is involuntarily terminated will not be paid unused PTO.

11.8.5 Reduction in Work Force.

Staff members who are dismissed due to a reduction in work force may cash out PTO even if they have not completed the introductory period.

11.8.6 There is no limit on PTO cash out for those staff members who are dismissed as a result of a reduction in work force.

#### 11.9 Accrual Schedule.

The combined accrual schedule is as follows:

<b>Length of Service</b>	<b>PTO Hours Accrued Per Pay Period*</b>	<b>Annualized Rate</b>
0 – 36 months	5.81 hours	151 hours
37 – 60 months	7.31 hours	190 hours
61 months and thereafter	8.31 hours	216 hours

\*This amount reflects accrual for staff members working an average of 40 hours per week. It will be prorated based on FTE status for staff members who work less than 40 hours per week.

#### 11.10 Paid Sick Time Laws.

To the extent permitted by applicable law, the provision of any law, regulation or ordinance establishing minimum standards for the provision of paid sick and/or safe time that is enacted, or has been enacted by, the United States, the State of Washington or any political subdivision thereof (including but not limited to the City of Seattle (Seattle Municipal Code Ch. 14.16) shall not apply to any employees covered by this Collective Bargaining Agreement. The requirement of such laws, regulations and ordinances are expressly waived.

## **Article 12 – Holidays**

### **12.1 Holiday Leave Eligibility.**

Full-Time employees are eligible for up to nine (9) days of paid Holiday Leave when the employee's regular work schedule falls on one of the holidays listed below. Part-Time employees are eligible for Holiday Leave when the holiday falls on a day the employee is regularly scheduled to work. Employees who are less than 0.50 FTE or twenty (20) hours each week are not eligible for paid Holiday Leave.

### **12.2**

The following days shall be recognized as Holidays:

New Year's Day  
Martin Luther King Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
The Day after Thanksgiving  
Christmas Day

### **12.3**

Holidays that fall on a Sunday will be observed on the following Monday. Holidays that fall on a Saturday will be observed, at the Employer's discretion, on the Friday preceding or the Monday following the holiday.

### **12.4**

If an employee's regular work schedule falls on an observed holiday, the employee will be given the day off and will be paid for the number of hours the employee was normally scheduled to work.

### **12.5**

Full-Benefit staff members whose regular work schedule does not include the observed holiday will receive additional Paid Time Off (PTO) based on the FTE hours multiplied by 8 hours. This will be added to his/her PTO balance after the close of the pay period that includes the holiday.

### **12.6 Holiday Pay/Non-Exempt Employees.**

To receive holiday pay, eligible non-exempt employees must work the regularly scheduled work day before and after the holiday, or be on PTO or other paid leave on those days. PTO must account for the full day. Partially-paid absences because of insufficient PTO will result in the holiday not being paid.

### **12.7 Holiday Pay/Exempt Employees.**

Exempt staff members receive holiday pay.

12.8

Holiday hours are not used in the calculation of overtime pay.

12.9

Employees who are on unpaid status are not eligible for holiday pay.

**Article 13 – MEDICAL AND INSURANCE BENEFITS**

13.1

All benefited employees are eligible to enroll in the Employer's benefit program on the first of the month following or coincident with thirty (30) days of continuous employment. Benefits and employee contributions shall be defined by the Employer's plan.

13.2 Non-Benefit Status.

Employees who are less than 0.50 FTE or twenty (20) hours each week are not eligible for the Employer's benefit program.

13.3 Health Benefits

The Employer's insurance benefit plans provide medical, dental, vision, disability, and life insurance benefits. The Employer offers a base HMO plan and a buy-up PPO plan.

13.3.1 Premiums. The premium costs will be paid by the employer and employee as follows:

HMO Medical Plan

Coverage Tier	Full-time EE		Part-time EE	
	Employer	Employee	Employer	Employee
Employee Only	95%	5%	70%	30%
Employee + Spouse	70%	30%	45%	55%
Employee + Child(ren)	80%	20%	55%	45%
Employee + Family	65%	35%	40%	60%

PPO Medical Plan

The PPO Medical Plan is a buy-up plan. The Employer will pay an equal amount of dollars (not percentage) per coverage tier as with the base HMO Medical Plan.

13.4 Other Insurance.

The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

**Article 14 – RETIREMENT**

#### 14.1 Retirement Plan and Eligibility

The Employer will provide a retirement plan for employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan and shall not change during the term of this Agreement. Plan participation begins upon an employee reaching eligibility. All employee contributions and Employer base and matching contributions shall be made each pay period and are vested immediately.

#### 14.2 Employer Base and Matching Contribution

Eligible employees shall be enrolled for a 3.0% base Employer contribution beginning the pay period in which they meet eligibility. The Employer shall match fifty percent (50%) of employee contributions up to four percent (4.0%) of compensation

#### 14.3 Maintenance of Retirement

Neighborcare Health agrees to continue to offer the current 403(b) plan in full force and effect based on existing eligibility requirements and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees thereunder.

### **Article 15 – LOA**

#### 15.1

All leaves are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. All leaves of absence shall be without pay, unless specifically provided for herein.

#### 15.2 Non-FMLA Medical Leave.

A leave of absence for medical reasons shall be granted upon the recommendation of a physician for the period of disability, up to six (6) months. A medical leave related to pregnancy shall be granted for the period of temporary physical disability, regardless of the employee's length of service.

#### 15.3 FMLA Leave.

The Employer will follow applicable state and federal laws regarding family and medical leave.

As required by the Family Medical Leave Act of 1993 (FMLA), upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or for any other purpose provided for under the FMLA. The Employer shall maintain the employee's health benefits during this leave, as long as the employee continues to pay their share of insurance premiums.

If a particular period of leave qualifies under the FMLA and/or state law and this Agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitation and conditions set forth in the federal and state law and shall not be more broadly construed. The confidentiality of employee medical information acquired by the Employer through FMLA processes will be protected under applicable law including HIPAA.

The employee is required to use any accrued paid time off for which the employee is eligible during the leave of absence prior to taking unpaid time off. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

#### 15.4 Military Leave.

Any employee serving in the U.S. Armed Forces will be granted leave in accordance with federal and state laws to attend required training as a reservist or guard member, or when called to active duty. Procedures for accessing said leave are detailed in the Military Leave policy.

#### 15.5 Jury Duty.

Regular status full-time and part-time employees will be granted time off with pay for jury duty and when called to be a witness on behalf of the Employer in any judicial proceeding for up to two (2) weeks. The employee shall be paid the amount of straight-time earnings (at the regular rate) lost in accordance with the employee's regularly scheduled hours of work. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served. Reimbursement paid by the court system must be paid to Neighborcare Health. The employee must give the Employer immediate notice of the call for jury duty and provide the Employer with a copy of the summons. Employees subpoenaed for proceedings not involving the Employer will be required to use PTO or take time off without pay if PTO is not available.

#### 15.6 Washington Paid Family and Medical Leave.

The Employer will provide Paid Family and Medical Leave benefits through the state-run insurance program and in accordance with the laws of the State of Washington. The Employer and employees will allocate the premium share as set forth in the law. When an employee is eligible to receive payments under Paid Family and Medical Leave program, the employee shall be permitted to supplement such payments with accrued sick leave and/or annual leave to make up the difference between compensation received under Paid Family and Medical Leave and the employee's regular pay, but not to exceed the net earnings the employee would have normally received during a normal work week.

#### 15.7 Reinstatement from Leave.

An employee will be entitled to reinstatement from a leave of absence as follows:

- a. FMLA Leave: The Employer shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave, in accordance with the requirements of the FMLA.
- b. Non-FMLA Medical Leave: The Employer shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave, though if a position is not available, the employee will be offered the first available opening for which the employee is qualified, unless otherwise required by law.
- c. Military Leave: An employee returning from a military leave will be reinstated as required by law.

d. Jury Duty Leave: An employee will be reinstated to their prior position following jury duty.

#### 15.8 Federal and State Law.

In the event the federal Family and Medical Leave Act (FMLA) or state Family Leave Act (FLA) and Family Care Act (FCA) provide rights or benefits that exceed those provided in Sections 15.2 and 15.3, the appropriate provisions of those laws shall prevail.

#### 15.9 Bereavement Leave.

Employees with an FTE of .75 and greater shall receive up to three (3) scheduled workdays. for bereavement in the event of a death in the immediate family. Employees with an FTE of .5 to .75 shall receive up to two (2) days. One (1) additional day off with pay will be granted when an employee is required to travel more than five hundred (500) miles in any one direction to attend the funeral. The term "immediate family" includes:

- Spouse/domestic partner
- Parent or Step-parent
- Parent or Step-parent of spouse/domestic partner (Parent-in-law)
- Child (includes children by birth, adoption, spouse or domestic partner's children and foster children living in your household)
- Daughter-in-law
- Son-in-law
- Sibling
- Sibling of spouse/domestic partner
- Grandparent
- Grandparent of spouse/domestic partner
- Grandchild
- Grandchild of spouse/domestic partner

If additional time away from work is needed, the employee must submit a request to their supervisor. The supervisor shall make a good faith effort to approve such requests.

#### 15.10 Leave Related to Domestic Violence, Sexual Assault or Stalking.

As required by state law, the Employer will grant time off to an employee who is a victim of domestic violence, sexual assault, or stalking or to an employee who has to assist a family member who is a victim of domestic violence, sexual assault or stalking.

### **ARTICLE 16 – JOINT LABOR MANAGEMENT COMMITTEE**

#### 16.1 Joint Labor Management Committee.

Employer management, jointly with the elected representatives of the employees, shall establish a Joint Labor-Management Committee (JLMC) to assist with staffing issues, to provide improved communication and to provide information on organizational changes and initiatives to bargaining unit members. The purpose of the JLMC is to foster improved communications between the Employer and the employees as opposed to individual complaints. The function of

the Committee shall be limited to an advisory capacity rather than a decision-making capacity and shall have no bargaining authority. The JLMC Labor-Management Committee shall be composed of up to eight (8) employees appointed by the Union and up to eight (8) managerial employees designated by the Employer. All members of the JLMC shall be employees of the Employer. A union representative may be invited to attend JLMC meetings but shall not be a member of the Committee. The Committee shall meet bi-monthly or as often as mutually agreed. Some items of discussion may be more appropriate for specific units rather than the JLMC as a whole. In such instance, a temporary subcommittee of the JLMC may be formed. Paid time will apply for meetings that occur during scheduled work days and during time off and for site-to-site travel to attend meetings.

## **ARTICLE 17 – HEALTH AND SAFETY**

### 17.1 Employee Health and Safety Committee.

The Employer will continue the operation of its Safety Committee in adherence to all State and Federal regulations. This Committee shall investigate and make recommendations of education and preventative health and safety measures for the work place and its employees, with recognition of security and safety issues as set forth under Washington Law. The Union shall appoint two (2) employees from each of its bargaining units to be placed on this Committee. All time on this Committee shall be paid at the employee's regular rate of pay.

### 17.2 Health and Safety.

Neighborcare remains committed to providing a workplace free from recognized hazards that cause, or are likely to cause, death or injury to staff.

### 17.3 Prevention of Workplace Violence.

The Safety Committee shall make recommendations to Joint Labor Management Committee on hazards and risk factors including training, reporting, and incident response and program evaluation.

### 17.4 Health Accommodation.

The Employer will provide reasonable accommodations to employees with disabilities who are unable to perform the essential functions of the job, unless the accommodation would cause an undue hardship to the Employer or the employee's disability poses a direct threat to the health and safety of others.

## **ARTICLE 18 – ORGANIZATIONAL EQUITY AND INCLUSION**

### 18.1 Equal Opportunity and Nondiscrimination.

The Employer and the Union are committed to a policy of equal employment opportunity. All staff members will be treated fairly at all times and without regard to race, color, religion, sex, age, national origin, military or marital status, sexual orientation, gender identity, political ideology, genetic information or disability, and any other basis protected by local, state, or federal law. This applies to all personnel actions including recruitment, hiring, training, transfer,



promotion and demotion, layoff and recall, compensation and benefits, discipline, termination and all other conditions or privileges of employment.

#### 18.2 Harassment.

As stated in the current Neighborcare Employee Handbook, the Employer is committed to providing a professional, productive and inclusive workplace, which is free of verbal, physical and visual forms of harassment. Harassment based on race, color, religion, sex, age, national origin, military or marital status, sexual orientation, gender identity, political ideology, genetic information or disability, or any other basis protected by local, state or federal law is strictly prohibited.

#### 18.3 Equity, Diversity and Inclusion in the Joint Labor Management Committee.

Within thirty (30) days following the completion of training as described in Article 18.4, issues regarding equity and inclusion of employees at the Employer shall be a standing Committee agenda item of the Joint Labor Management Committee (JLMC per Article 16.1) at least quarterly. The committee will be an integral part in promoting a workplace where each employee is part of a just work environment where, the value of diversity and inclusion are understood and advanced, to include the impact of biases in the workplace. As a part of an overarching equity, diversity and inclusion plan for Neighborcare Health the workshops described in Article 18.4 may be one part of this organizational strategic plan. The organizational work plan can be presented to JLMC which may include opportunities for improvement on issues regarding discrimination, harassment, bias and/or prejudice and additional areas of improvement. This work would review data and request Business Intelligence to conduct relevant data analysis to assist in identifying opportunities for improvement with the intent to create solutions for which the organization has the means to address as part of its workplace environment. Such data could include, but is not limited to, Employer EEO-1 demographic reports, data regarding work status changes for bargaining unit members and all employees (subject to employee confidentiality accommodations), and employer policies relating to equity, diversity and inclusion:

1. Review all Neighborcare policies that pertain to discrimination, harassment, equity and inclusion.
2. Provide input on existing educational modules and recommendations for future workshops related to diversity, equity, inclusion, discrimination sexual harassment and harassment including but not limited to the following examples: Diversity and Inclusion and Preventing Workplace Discrimination and Harassment. The committee will also receive a report on the trainings.

#### 18.4 Workshops.

The JLMC will attend at least two all-day (sixteen (16) hours total) in person workshops. (One of these workshops will be done with labor and management separate and one will be done together. The workshops are intended to increase skill and awareness on hidden bias, cultural competency, and leadership skills and to promote a better understanding of bias concerns that arise during the course of the committee's work. The Committee parties will jointly begin the process of selecting two independent facilitators within five (5) months of ratification with the intent of completing the workshops within seven (7) months of the ratification of the contract.

The facilitators will be paid for by the Employer and all time for the committee will be on paid time.

**18.5 Complaints and Commitment to No Retaliation.**

There will be no retaliation to any employee for raising complaints of discrimination or bringing discrimination concerns to the Joint Labor Management Committee. In a circumstance where an individual or group of individuals have concerns related to discrimination, Human Resources will investigate.

**18.6 Religious accommodation.**

The Employer shall provide reasonable accommodation to employees' bona fide religious practices provided such accommodations do not pose an undue hardship as defined under Federal and State law.

**ARTICLE 19 – GRIEVANCE PROCEDURE**

**19.1 Grievance Defined.**

A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

**19.2 Time Limits.**

Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 12.2 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee, provided that the Union must specifically request arbitration as provided in Step 4.

**19.3 Grievance Procedure.**

A grievance shall be submitted in accordance with the following procedure:

**Step 1. Employee and Immediate Supervisor**

If an employee has a grievance, the employee must first present the grievance in writing to the employee's immediate supervisor or designee within fourteen (14) calendar days from the date the employee knew or should have been aware of the facts giving rise to the grievance. A Union Delegate shall be present if requested by the employee. Upon receipt thereof, the supervisor shall meet with the employee and attempt to resolve the problem within fourteen (14) calendar day. The supervisor shall respond in writing to the employee within fourteen (14) calendar days following the meeting between the supervisor and the grievant.

Step 2. Employee, Union Delegate/Representative and Senior Director of Human Resources

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance in writing to the Senior Director of Human Resources and/or designee within fourteen (14) calendar days of the immediate supervisor's decision. The Senior Director of Human Resources and/or designee shall meet with the parties within ten (10) days for the purpose of resolving the grievance. The Senior Director of Human Resources, or designee, shall issue a written reply within seven (7) calendar days following the grievance meeting.

Step 3. Employee, Union Delegate/Representative and Chief Operating Officer

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Chief Operating Officer (or designee) within fourteen (14) calendar days of receipt of the Step 2 decision. The Chief Operating Officer (and/or designee) shall meet with the employee and the Union Delegate/Representative within ten (10) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Chief Operating Officer (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the written reply from the Chief Operating Officer or designee. Within seven (7) days of the notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of nine (9) arbitrators with offices in Oregon or Washington shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to make every effort to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall confine herself/himself to the issue(s) submitted for arbitration and 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 fees and costs shall be shared equally (50/50) between the parties. All other expenses, including attorney's fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

#### 19.4 Union Grievance.

The Union may initiate a grievance if the grievance involves a defined group of employees and if the grievance is submitted in writing, specifying one or more employee representatives within fourteen (14) calendar days from the date the employees were or should have been aware that the grievance existed.

#### 19.5 Mutually Agreed Mediation.

The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

#### 19.6 Termination.

Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only.

### **Article 20 – TRAINING AND EDUCATION**

#### 20.1 Continuing Education.

Neighborcare Health recognizes the need for ongoing training and development to maintain licensure and/or certification required for your position. Continuing Education (CE) dollars and hours are determined annually and available for use each calendar year.

#### Provisions

#### 20.2 Eligible Positions (regular benefited employee)

##### Tier I

- Certified Nurse Midwife
- Dentist
- Nurse Practitioner
- Physician Assistant
- Pharmacist
- Physician/Doctor of Osteopathic Medicine
- Psychologist
- Psychiatrist

##### Tier II

- Dental Hygienist
- Licensed Clinical Social Worker
- Licensed Mental Health Therapist/Counselor
- Nutritionist/Registered Dietitian
- Registered Nurse

Tier III

- Coding Specialist
- Pharmacy Technician

Tier IV

- Medical Assistant
- Medical Assistant II
- Non-Licensed Social Workers

20.3

CE dollars are allocated beginning on your position start date.

20.4

CE dollars and hours are pro-rated by FTE. Annual CE dollars and hours can be found in the guidelines to follow.

- A. For new employees, CE dollars and hours may be requested for use after completion of the Initial Review Period. Reimbursements are only valid for dates following the review period.
- B. Employees starting on or after September 1<sup>st</sup> will not be eligible to use CE dollars or hours in the current year.
- C. CE dollars and days DO NOT rollover into the following calendar year and cannot be “banked” for use in the following year.
- D. If the employee changes FTE in the year, the allotted CE dollars and hours will be adjusted and prorated to reflect most recent FTE.
- E. All CE requests must be pre-approved by:
  - Direct Supervisor (All CE Requests), AND
  - Clinical Supervisor (Clinical CE Requests) OR Clinic Administrator (Clinical CE Requests)
- F. CE dollars are reimbursed upon completion of activity and submission of required documentation. Requirements can be found in the guidelines below.

Guidelines

20.5 Continuing Education Dollars and Hours

<b>Positions</b>	<b>Dollars</b>	<b>Hours</b>
Tier I at 1.00 FTE	\$3,000	40.00
Tier II at 1.00 FTE	\$1,500	40.00
Tier III at 1.00 FTE	\$750	40.00
Tier IV at 1.00 FTE	\$375	20.00

*Example: calculations based on FTE*

0.75 FTE × \$3,000 = \$2,250 & 0.75 FTE × 40.00 = 30.00 Hours

20.6 Qualifying Activities

1. All Continuing Education activities must result in CE credits relevant to scope of practice at Neighborcare Health.

## 2. Categories

- a. Category I – Courses, seminars and workshops
  - i. Programs having a featured instructor, speaker or panel
  - ii. Distance learning programs, approved by an industry recognized local, state, national or international organization or institution of higher learning
- b. Category II – Self Study
  - i. Books, papers, publications or periodicals that are not covered by a covered membership.
  - ii. Internet or independent reading, where an assessment is required upon completion
- iii. Category III- Professional Memberships, Dues, and Certification Exams
  1. National, state, or local professional memberships
  2. Study club dues where CE credit results and topics are relevant to scope of practice at Neighborcare Health (example: Greater Seattle Multidisciplinary Club).
  3. Exams that are required to maintain minimum requirements for Neighborcare employment (example: board certification examination).

3. Travel Costs: Reasonable lodging and transportation costs may be eligible for reimbursement.

## 20.7

Procedures for utilizing continuing education dollars and time can be found in the employee handbook.

## **ARTICLE 21 – CLINIC CLOSURE**

### 21.1 Clinic Closure.

When a clinic or department thereof (hereafter collectively referred to as clinic) is closed due to inclement weather, management will communicate with employees by phone and using the Employer's Inclement Weather Voice-Mail System.

21.1.1 If a clinic closes early/opens late: All staff will be paid their regular rate of pay for the hours they otherwise would have worked had the clinic maintained its regular hours.

21.1.2 If a clinic does not open : All staff will be paid their regular rate of pay for the hours they otherwise would have worked had the clinic remained open. Staff member may be reassigned to another clinic that is open. Employees may decline the reassignment and use PTO, or accept the assignment. Management will make accommodations for increased commute time.

21.1.3 If a clinic closes before a scheduled workday begins and the employee works at another clinic, the hourly employee will be paid for either the hours they worked or their

regularly scheduled hours – whichever is greater. Salaried employees will be paid for their regular hours.

21.1.4 If an employee cannot travel but clinic is open: if a work location remains fully operational but an employee is unable to report to work or to remain at work because of severe inclement weather or a natural disaster, the employee may use paid or unpaid time.

## **ARTICLE 22 – NO STRIKE / NO LOCKOUT**

### 22.1 No Strike.

During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, sympathy strike, walkout, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same during the term of this Agreement.

### 22.2 Discharge.

Any employee participating in any strike, sympathy strike, walkout, slowdown or work stoppage, shall be subject to immediate dismissal or such lesser discipline as the Employer shall determine.

### 22.3 No Lockout.

The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

## **ARTICLE 23 – GENERAL PROVISIONS**

### 23.1 State and Federal Laws.

It is the belief of both parties of this agreement that all provisions are lawful. If any section of this Agreement should be found contrary to existing law, or should any new law or ordinance be passed which makes any provision of this Agreement unlawful, the remainder of the Agreement shall remain in full force and effect and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

### 23.2 Amendments

Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

### 23.3 Past Practices.

Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices or employee benefit that would have the effect of

discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices, or employee benefit to the staff in advance of the change.

#### 23.4 Complete Understanding.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed 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 term of this Agreement, each voluntarily and unqualifiedly waives the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this Agreement, unless mutually agreed to otherwise.



**ARTICLE 24 – DURATION**

**24.1 Duration and Renewal.**

This Agreement shall become effective May 17, 2020 and shall continue in full force and effect through and including 11:59 p.m. on May 31, 2021 and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to June 1, of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate.

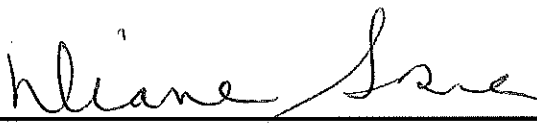
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21<sup>st</sup> day of July 2020.

**NEIGHBORCARE HEALTH**

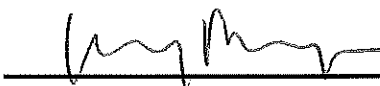


Michael Erikson, Chief Executive Officer

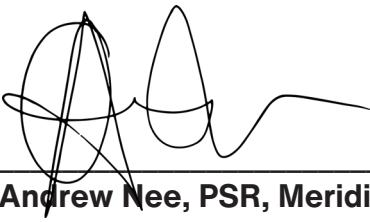
**SEIU HEALTHCARE 1199NW**



Diane Sosne, President



Casey Rukeyser, Executive Vice President & Chief Negotiator



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Andrew Nee, PSR, Meridian



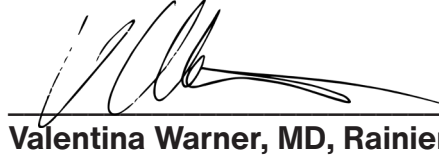
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Pelenita Tuupo, MA, Meridian



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Dalila Cruz, PSR, Meridian



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Valentina Warner, MD, Rainier Beach



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Paula Brown, PSR, Meridian



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Hoda Mohamud, Dental Assistant, High Point



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Elisa Apostle, ARNP Columbia City



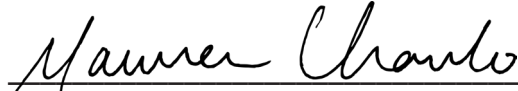
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Renee Hopkins, DA, Rainier Beach



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Ginger Hartzell, Medical Clerk, Lake City



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Maureen Chomko, Certified Diabetes Educator,  
Rainier Beach



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Jo Saltmarsh, RN2, 45th



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Liza Redding, BH Counselor, Pike Place



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Lucy Robles, MA, 45th



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Nathalia Worms, Social Worker,  
Lake City / Meridian

## **APPENDIX A**

Recognition: (Case Numbers 19-RC-229196 and 19-RC-228621)

### **Clinic Unit**

Administrative Assistant I  
Call Center Representative  
Cash Poster  
Clinic Coordinator  
Clinic Unit Continued  
Coder  
Coder – Dental  
Community Health Educators  
Community Health Worker  
Dental Assistant  
Dental Hygienists  
Certified Diabetes Educators  
Dietitians  
Eligibility Specialist\*  
Expanded Function Dental Assistant  
Financial Counselor  
Health Center Coordinator  
Health Educators  
Interpreters  
Lead Dental Coder  
Medical Assistants  
Medical Assistants II  
Medical Clerks  
Medical Doctor  
Mental Health Therapists/Behavior Health  
Counselors  
Nurse Practitioner  
Nutritionists  
Patient Services Representatives  
Perinatal Coordinators

Pharmacists  
Pharmacy Technicians  
Physician Assistant  
Psychologist  
Referral Coordinator  
Registered Nurse  
Registered Nurse II  
Social Workers  
WIC Certifier  
WIC Clerk  
X-Ray Technician  
Insurance Coordinator  
Insurance Reimbursement Specialist

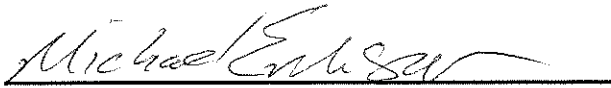
\*The parties agree that all eligibility specialists that were considered part of the school based unit in the NLRB certification are recognized as part of the clinic bargaining unit.

**LETTER OF UNDERSTANDING**  
**Subcontracting**

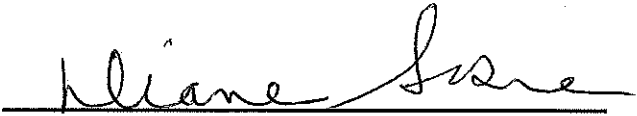
This Letter of Understanding ("LOU") is hereby entered into between Neighborcare Health ("the Employer") and SEIU Healthcare 1199NW ("the Union") to memorialize the mutual understanding that as of the date of execution of this LOU, the Employer does not plan, expect or anticipate to subcontract any work currently performed by its employees in the Union's bargaining unit.

**NEIGHBORCARE HEALTH**

**SEIU HEALTHCARE 1199NW**



Michael Erikson, Chief Executive Officer



Diane Sosne, President

