

**MEMORANDUM OF UNDERSTANDING by VMC**  
*COVID-19 Workforce Mobilization*

Valley Medical Center and United Food and Commercial Workers Local 21 share a mutual interest in protecting the health and safety of patients, employees and the community. This emergency justifies a temporary and non-precedent setting suspension and revision of certain rules, practices or expectations concerning paid time off and low census/reassignment to allow Valley Medical Center to be able to effectively mobilize its entire workforce in support of its COVID-19 emergency response.

Valley Medical Center ("VMC") and United Food and Commercial Workers Local 21 ("UFCW") (together, the "Parties"), therefore, enter into this Memorandum of Understanding and agree as follows:

1. Effective Date and Duration. This MOU is effective beginning on the date it is executed by both Parties until the State of Emergency for the COVID-19 pandemic has been deactivated by Washington State. The parties agree to review the provisions of this MOU no later than January 31, 2021, and may bargain updates at that time.

2. Application. This MOU applies to the Pro-Tech and Pharmacist bargaining units. The Parties agree that this MOU is not precedent-setting, does not alter the meaning of any term of the Parties' collective bargaining agreements, and will not be used by either Party to argue for or against an interpretation of any term of the Parties' collective bargaining agreements.

3. Vacation. Any new requests for vacation will be reviewed and approved or declined on a case by case basis at VMC's discretion. After first seeking volunteers to cancel scheduled vacation time, if there is a need to cancel more vacation time than employees have volunteered, VMC may rescind scheduled vacation time for key patient care positions. Employees whose vacation is rescinded by VMC will receive 1.5 hours credited to their vacation bank for every hour of vacation the employer rescinds. Employees will not lose the right to use any rescinded vacation time at a later date by operation of a maximum vacation accrual limit. In the event management is asking for volunteers to cancel their approved vacations during the pandemic prior to mandatorily rescinding vacations, the same credit as above will apply.

a. VMC shares an interest in approving additional vacation hours for those departments/units with employees whose vacations have been the most impacted by COVID. Therefore, VMC agrees to meet with the Union no later than February 28, 2021 to develop a process to allow more employees to take vacation during peak times.

During the Summer Prime Time period, an employee may be limited to one (1) period of ten (10) vacation days or two (2) periods of five (5) vacation days in order to allow other employees on the same unit and shift to schedule and take vacations.

4. Accommodation and Paid Quarantine Time.

a. Accommodation. Employees may request an accommodation based on an underlying disability or pregnancy under VMC's regular job accommodation process. Requests for additional personal protective equipment as an accommodation will be evaluated through VMC's accommodation process based on medical need, CDC and public health guidelines, and the availability and resource allocation of such personal protective equipment in all of VMC's operations.

b. Paid Quarantine Time. VMC will maintain the policy and procedure regarding Paid Quarantine Time that has been established and is in effect as of November 11, 2020.

5. Reassignment and Low Census for Temporary Service Reduction or Suspension.

a. Employees affected by temporary service reductions or suspensions due to VMC's response to COVID-19 may be reassigned to work as assigned in any unit, department or work area of the hospital, main hospital campus or clinic network (including in any temporary work area established in main campus or clinic parking areas or on other property). VMC will first seek volunteers for any reassignment opportunity, but may decline a volunteer assignment that would place or continue an employee in an overtime, double time or premium pay position, and all assignments are subject to VMC's determination that the employee has sufficient skill, competencies and experience to fulfill the duties of the assignment. If a voluntary reassignment is not made, VMC may make a mandatory reassignment. Employees who have reassigned will perform work as assigned by VMC, regardless of whether such work is a normal element of the employees' duties or job description, provided that no employee will be required to perform patient care that is outside of his or her lawful scope of practice or for which the employee does not have sufficient skill or competency as determined by VMC's clinical leadership. VMC may provide training to employees sufficient to allow them to perform additional patient care duties. Employees in the Pro-Tech bargaining unit who are within a modality identified in MOU Three to the Pro-Tech CBA will only be reassigned to perform the full competencies of another modality for which they have appropriate credentials after a good faith effort by VMC to fill the need with an employee in the other modality, and then with training sufficient to allow the employee to perform the competencies of the modality. Employees who have been reassigned will receive orientation to any new facility or department/unit/work area appropriate to the duties of the assignment. The reassignment rights and responsibilities in this Section supersede any contrary provisions in the Parties' collective bargaining agreements.

Employees who have been reassigned will be paid at their normal base rate of pay for all hours worked, regardless of the duties performed, together with any differentials or premium rates that would apply. In addition, employees who have been floated or reassigned will receive the following premium pay:

i. Distant Facility. Employees who have been reassigned to work at a VMC location that is more than five miles (by streets and roads) from the employee's regular work location(s) will receive a distant facility premium of \$2.00 per hour for all hours worked at that location or in transit between that location and the employee's regular work location(s). Employees will be reimbursed for the costs of travel between the employee's regular work location and the non-regular location, including parking and mileage at the IRS rate.

ii. Alternate Shift. VMC may, with as much advance notice as possible under the circumstances, also schedule employees for shifts (Day, Evening, or Night) other than the employees' normal shift (Day, Evening, or Night). Employees who work on a shift other than their regularly scheduled shift will receive an alternate shift premium of \$7.50 per hour for all hours worked on the non-regular shift. This will be in addition to any applicable shift differential or other premium an employee may receive for the hours worked on the non-regular shift. Changing to an alternate shift will be defined as changing start or stop time by two (2) or more hours or moving from a schedule that does not include weekend work to one that includes weekend work.


b. In the event affected regular employees are not reassigned by VMC, or such reassignments do not fulfill the regular employee's FTE, those employees may be placed in low census status for up to the full duration of the temporary service reduction or suspension. Low census status will be applied in accordance with applicable collective bargaining agreements. While on low census status, employees will have access to any available accrued VMC vacation and sick leave credits, without regard to any length of service eligibility requirements. VMC will maintain employee healthcare benefits during the period of low census, and for any period of unpaid low census will advance any employee premium contribution. Upon return from low census, VMC will follow its normal procedures for repayment of advanced employee contributions through payroll deduction, which include working with employees to establish appropriate repayment schedules.

c. Floating out of group. Employees who have been floated or reassigned will receive a \$2.00 per hour premium based on work outside the employee's regular Clinical Grouping, as defined in the RN CBA, Section 9.1.1. This means that when an employee in one of these positions is assigned to a department or unit in a Clinical Grouping, as defined in the RN CBA, Section 9.1.1, other than the Clinical Grouping in which the employee is regularly assigned to work, the employee will receive a \$2.00 per hour float premium for all hours worked outside the regularly assigned Clinical Grouping. This premium will not apply to work in temporary employee/visitor/patient screening or testing areas.

6. Work by Non-Bargaining Unit Members. If required to fill emergent patient care needs that cannot be met through the normal scheduling and assignment processes and a good faith effort to seek volunteers for additional shifts and reassign employees, VMC may assign credentialed and qualified non-bargaining unit employees to perform bargaining unit work within their competency. These employees would not be required to perform patient care that is outside of their lawful scope of practice or for which the employee does not have sufficient skill or competency as determined by VMC's clinical leadership.


7. New Hire Contact Information. For the duration of the pandemic, the employer will provide the union with the personal email addresses and phone number for new hires prior to New Employee Orientation, unless the employee has specifically notified HR that they do not want their phone number to be released. The employer will not actively solicit for new hires to opt out of their phone numbers and personal email addresses being shared.

VALLEY MEDICAL CENTER

BY:   
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Katina Maier  
Vice President, Human Resources

Date: 11/24/2020

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 21

BY:   
\_\_\_\_\_  
Natalie Holtzinger-Cruz  
Chief Negotiator, SEIU Healthcare  
1199NW, as appointed bargaining agent  
for UFCW Local 21

Date: 11/23/2020