

**Agreement
Between**

Valley Medical Center and SEIU Healthcare 1199NW

Valley Medical Center

2019 – 2023

Case Management



SEIUHealthcare®
United for Quality Care

**Valley Medical Center / SEIU Healthcare 1199NW
Case Management Unit Agreement**

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AGREEMENT
by and between
VALLEY MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW

This Agreement is made and entered into by and between Valley Medical Center, hereinafter referred to as the “Employer”, and SEIU Healthcare 1199NW, hereinafter referred to as the “Union”. 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 relating to the employment of employees within the bargaining unit.

ARTICLE 1 – UNION RECOGNITION

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for those employees whose job classifications are set forth in Appendix “A” attached hereto and made part of the Agreement excluding supervisory, professional, and student employees who are employed less than ninety (90) days annually, vacation relief employees and trainees.

1.2 All employees covered by this Agreement may elect, but shall not be required, to become or remain members of the Union.

1.3 Dues Deduction. The Employer will deduct an amount equal to the Union’s uniform monthly dues from the pay of each employee who under Section 1.2 has elected to be a member of the Union, and who also voluntarily executes a wage assignment authorization form. Upon request from the Union, the Employer will deduct an initiation fee from the pay of each union member who authorizes it. When filed with the Employer, the authorization form will be honored in accordance with its terms unless an employee requests that the Hospital stop deducting dues, in which case the Hospital will honor the request and will notify the Union. Initiation fee and dues deductions in a roster in Excel format including the employee name, employee identification number, the deduction amount and earnings for the period will be transmitted to the Union by check payable to its order on or before the twentieth (20th) day of each month. Upon issuance and transmission of a check to the Union, the Employer’s responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to 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 deduction made from the wages of such employee.

1.4 Union (Non-Employee) Access. The Union’s authorized staff representatives may have access to the public areas of the Employer’s premises for the purpose of investigating grievances and contract compliance at reasonable times, after notifying the Employer. Access for other purposes and to other places shall not be unreasonably denied by the Employer. The Union’s representatives shall advise the Employer as to which department or area the staff representative wishes to visit, and will confine such visits to the department or areas agreed upon. 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.

1.5 The Employer shall furnish a bulletin board for the purpose of the Union. Space will be made available on one (1) bulletin board in each department in which employees represented by the Union regularly work. Such bulletin board may be shared with other Union groups. All materials posted on such boards must, at the time of posting be provided to the Vice President Human Resources.

1.6 Rosters. Upon the signing of this Agreement, the Employer shall supply to the Union an alphabetical list of all employees covered by this Agreement. The list shall include the name, address,

employee identification number, date of hire, rehire date (if applicable), shift, FTE, job classification, division cost center, unit, hourly rate of pay and monthly gross earnings. Each month, the Employer will provide a list of new hires and addresses, a list of employees who have transferred into or out of the bargaining unit and a list of all employees who have terminated during the month in Excel format. The new hire, transfer and termination lists shall include the same data as the monthly employee roster.

1.7 Union Employee Representative/Delegates. The Union shall have the right to designate Delegates. The Union shall notify the Manager, Human Resources of the names of Delegates. Investigation of complaints and grievances by Union Delegates will be conducted during non-working hours (e.g., breaks, lunch periods and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the Delegates will be allowed a reasonable amount of time during working hours to perform such functions except that such activity shall not take precedence over the requirements of patient care or emergent business needs. The Delegate/Officer and any other involved representative will, however, obtain permission from the supervisor/manager or designee before performing such functions during working hours or leaving the unit.

1.8 Meeting Rooms. The Union will be permitted to use the Medical Center facilities for Union meetings with or without the Union representative being present, provided that sufficient advance request for the meeting facility is made to the Senior Vice President of Human Resources or designee and space is available. This shall be subject to the Employer's written policy. Such meetings will be for Union matters only.

1.9 A Union Delegate/Officer (or designee) may meet with new bargaining unit employees during the scheduled hours of the new employee orientation session to introduce the employees to the Union and the Union contract. The Union shall provide a copy of the Collective Bargaining Agreement to the employee. The meeting shall not exceed thirty (30) minutes in duration and shall be on paid time for the new employees. The Union Delegate/Officer (or designee) will be released from work on unpaid time to attend the meeting, subject to the requirements of patient care. Employer representatives shall not be present during the meeting. By the end of the week prior to a scheduled new employee orientation, the Employer will provide the Union with a list of all bargaining unit employees scheduled to attend the orientation, including the employees' FTE, job classification, shift, unit and/or department, and start date.

1.10 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution (COPE) wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check 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 voluntary political action contributions hereby undertakes to 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 deduction made from the wages of such employee.

In consideration for the Employer's Agreement regarding voluntary PAC Fund deductions, the Union agrees that neither bargaining unit employees nor Union representatives will solicit for political action fund deductions in work areas nor will there otherwise be any disruption to patient care or business operations.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the Healthcare Leadership Fund/COPE check off. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked

off is a reasonable amount to cover the Employer costs of administering this check off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the Healthcare Leadership Fund/COPE check off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check off.

ARTICLE 2 – DEFINITIONS

2.1 The following definitions are applicable to the interpretation and administration of the specific provisions of this Agreement.

2.2 Regular Employee. A regular employee, so classified on the Employer's payroll records, is one who has completed the probationary period and is assigned as a regular full-time employee or a regular part-time employee.

2.3 Regular Full-Time Employee. A regular full-time employee is one who is regularly scheduled to work forty (40) hours per week or eighty (80) hours per fourteen (14) day period and who has successfully completed the required probationary period.

2.4 Regular Part-Time Employee. An employee who is regularly scheduled for less than forty (40) hours per week and who has successfully completed the required probationary period.

A regular part-time employee working twenty-four (24) or more hours per week shall share in fringe benefits on a pro rata basis in accordance with hours actually worked.

2.5 Temporary Employee. A temporary employee is one who is hired to work on an intermittent basis, as an interim replacement or for temporary work on a predetermined work schedule which does not extend beyond one hundred eighty (180) consecutive days. Temporary employees employed continuously for twenty (20) hours or more per week over a one hundred eighty (180) day period shall be reclassified as a regular employee, if qualified to perform the essential functions of the position, except when expressly hired to replace a regular employee on sick leave or leave of absence pursuant to Articles 12 and 13. Temporary employees shall be ineligible for fringe benefits and longevity increments.

2.6 Per Diem Employees. A Per Diem employee is an employee who is classified as a Per Diem employee, whether or not the employee is regularly scheduled or irregularly scheduled, or irregularly called in. The Employer will continue its current policy concerning per diem work requirements. Per diem employees who for a period of six (6) months have worked an average of twenty-four (24) hours or more per week, except to cover for absences, shall, at the request of the employee be reclassified to a regular position, if qualified to perform the essential functions of the position. Per diem employees accrue sick leave and vacation hours, but they are not eligible to use accrued vacation hours unless or until they are assigned a full-time equivalent (FTE) position.

2.7 Exempt Status Employee. An Exempt Status Employee is an employee who is classified as an Exempt Status Employee by the Employer. Exempt Status Employees will not include Per Diem or Temporary employees. An Exempt Status Employee is a Regular Full-Time employee if the employee has a budgeted 1.0 FTE (and has successfully completed the required probationary period). An Exempt Status Employee is a Regular Part-Time employee if the employee has a budgeted FTE less than 1.0 (and has successfully completed the required probationary period). A part-time Exempt Status Employee who has at least a .6 budgeted FTE will share in fringe benefits on a pro rata basis in accordance with the employee's budgeted FTE. Employees who are not classified by the Employer as an Exempt Status Employee are Non-Exempt Status Employees. The application of certain terms of this Agreement to Exempt Status Employees is addressed in MOU Four.

2.8 Probationary Employees. An employee shall be considered a probationary employee during the first ninety (90) days of regular employment under this agreement. It is agreed that employees' probation starts with the first day of employment in any capacity except temporary employee. The Employer, with the consent of the employee, may extend the initial probationary period for up to sixty (60) days. During this probationary period, employees may be discharged without recourse to the grievance procedure. In the instance that performance issues arise prior to the ninety (90) days that could affect the employee not passing probation, then the employee shall be notified of the needed performance improvement in writing. The Employer agrees to provide each probationary employee with a written evaluation on or before the ninetieth (90th) day of the probationary period. All benefits provided herein will accrue during the probationary period.

2.9 Orientation. At the time a new employee is hired, transferred, or promoted into a represented position, the manager will assign an experienced employee to orient that new employee. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support, guidance, and orientation for new employees.

ARTICLE 3 – NONDISCRIMINATION

3.1 The Employer and the Union agree not to discriminate in any manner whatsoever, in conformance with applicable federal and state laws, against any employee or applicant for employment on the basis of race; color; religion; creed; sex; marital status; national origin; age; sexual orientation, gender identity, or sensory, mental physical disability, etc., subject to occupational requirements and ability to perform the job requirements.

3.2 No employee covered by this Agreement shall be discriminated against because of membership or non-membership in the Union or lawful Union activities or the decision not to engage in such activities.

3.3 Where the masculine or feminine gender has been applied in any job classification or in any provision of this Agreement, it is applied solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits or any other provisions.

3.4 This provision shall be interpreted consistent with the obligations of the Employer that have been established under Washington State or federal law.

ARTICLE 4 – EMPLOYMENT PRACTICES

4.1 Hiring. The Employer agrees to notify the Union of vacancies occurring in the classifications covered by this Agreement. If called upon to supply applicants, the Union agrees to recommend only those applicants that are fully qualified to perform the work involved. The parties agree that the hiring decision remains exclusively an Employer responsibility, and the Employer shall be free to hire from any source whatsoever.

4.2 Job Posting. Notice of vacant bargaining unit positions shall be posted on the VMC Employment Center website and broadcast to all employees via the Employer's e-mail system at least three (3) full business days in advance of filling in order to afford presently employed employees the first opportunity to apply. In the event filling the position creates a vacant position, this position and any subsequent vacant positions created by the posting may be posted for only two (2) full business days in advance of filling. Business days shall include Monday-Friday, excluding holidays and weekends. To be considered for such job opening, an employee must indicate such interest by applying on-line via the VMC Employment Center website. Open positions will be offered first to qualified applicants from within the department in which the vacancy exists. When a permanent job opening occurs within the bargaining unit, seniority shall be the

determining factor in filling such vacancy providing skill, competency, and ability are considered equal in the opinion of the supervisor or manager.

4.2.1 Change FTE. A change in FTE will have no impact on an employee's ability to bid on a position as long as such bid is consistent with the requirement that an employee remain in a unit/department for not less than six (6) months.

4.2.2 Transfer or Promotion. On being transferred or promoted to a different position, an Employee may have up to ninety (90) days to show that she/he can perform the duties of the position.

- a. During the ninety (90) day period, the Employer will make reasonable efforts to ensure that the Employee is properly oriented to the requirements of the position.
- b. During the qualifying period, if the Employer or the Employee decides to cease orientation to the new position, the Employer will use its best efforts to return the employee to the former position, shift and unit if available.
- c. If such a position is not available, the Employee will have thirty (30) days to accept a posted position.

4.3 Notice of Termination. Employees shall be entitled to two (2) calendar weeks notice of termination or pay in lieu thereof plus any accrued vacation and vested sick leave, except the Employer shall not be required to comply with the provisions of this Section in cases of discharge for just cause. It is understood, however, that where an entire classification is eliminated, or department or unit is substantially closed, or where jobs are eliminated due to outsourcing or subcontracting, employees shall be provided with four (4) calendar weeks notice or two (2) weeks notice and two (2) weeks pay in lieu thereof plus any accrued vacation and vested sick leave. In all cases of layoff the union shall be notified as indicated above. Upon request, the Employer will meet with the union to discuss the impact of the layoff.

Regular employees shall be required to give two (2) weeks written notice of resignation. Failure to give such notice shall result in loss of termination benefits including any accrued vacation pay.

4.4 Discipline. Except for such reasons as reduction in operations or changes in service, discipline and/or discharge shall be only for just cause. The Employer will maintain its present plan of progressive discipline which encourages informal counseling prior to formal discipline or discharge for just cause. Regularly scheduled employees who have satisfactorily completed the probationary period who are disciplined or discharged for just cause shall be entitled to utilize the provisions of the grievance procedure outlined in Article 5 of this Agreement. If just cause is not proved, personnel records shall be cleared of reference to this matter. Employees shall have the right to representation upon request at all levels on any matter adversely affecting their conditions of employment.

The Employer will apply the principle of corrective discipline which may include performance evaluations, verbal warning, written warning, suspension, and discharge for poor work performance, absenteeism and policy infractions. An investigation will be conducted prior to formal discipline or discharge for just cause. The employee shall have the right to choose the presence of a Union delegate during any disciplinary meeting, or investigatory meeting which may lead to discipline. The Union will provide and regularly update its list of Union Delegates to Human Resources. If the delegate of choice is not readily available, the employee will be asked to choose another Delegate who is available; All parties agree to make all reasonable efforts to meet, investigate, and to complete and provide any subsequent written notices for

corrective action to the affected employee within twenty (20) calendar days from the date the Employer became aware of the event or incident or practice that gave rise to the discipline.

The employee and delegate, if requested, will be notified of the purpose of the investigative corrective discipline meeting. The Employer will not be required to apply the foregoing in instances wherein the nature of the offense is such as to apply suspension or immediate discharge. Copies of such notices will be provided to the employee on request at the time formal disciplinary action is taken or shortly thereafter. The employee shall be requested to sign the written warning or suspension to indicate that she/he has seen and comprehends the nature of the disciplinary action. Verbal and written warnings shall be removed from the employee's personnel file after one (1) year if no further corrective action regarding similar matters is taken during such one (1) year period.

4.5 The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands, demotions and suspensions, except wherein immediate discharge is applied. Copies of these notices shall be provided the employee on request at the time formal disciplinary action is taken or shortly thereafter. The employee shall be requested to sign the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that he/she has seen and comprehends the gravity of the disciplinary action.

4.6 Personnel File. Employees may review the content of their personnel file with a Representative of Human Resources no later than the next regular business day following their request for the file, even after termination if the files are available. The employee or Union representative, if the employee so authorizes in writing, may examine the employee's personnel file. Warning letters or performance evaluations placed into the employee's personnel file shall be brought to his or her attention. Employees shall have the right to review and comment on warning letters and performance evaluations, including any reference to job performance or personal character. Such comments shall be included in the employee's personnel file. Material kept in Departmental files shall be available for inspection with the Departmental Manager upon request by the employee, no later than the next business day following the request.

4.7 Paycheck Errors. When an error is made by the Employer in an employee's pay, the corrected amount will be given to the employee in a separate paycheck within three (3) days of the authorizing "Time Record Correction Form" being received by the payroll department if the corrected amount is 25% or more of the pay the employee should have received. All other corrections will be made on the next regular pay day.

ARTICLE 5 – GRIEVANCES AND ARBITRATION

5.1 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits set forth in the following steps may only be extended by mutual consent of the parties hereto.

Step 1 - Immediate Supervisor

The employee (and the Delegate, if requested by the employee or, in cases of discipline or discharge only, the Union Representative if requested by the employee) shall first attempt to resolve the problem immediately with the employee's immediate supervisor and in no event later than fourteen (14) days of the employee's knowledge of the facts that constitute the grievance.

The immediate supervisor shall be given seven (7) days to resolve the problem. Grievances resolved at the first step of this grievance procedure shall not be considered as setting precedent for the interpretation of the terms and conditions of this Agreement.

Step 2 - Department Head or designee, Vice President, Human Resources, or designee

If the matter is not resolved to the employee's satisfaction in Step 1, the employee (and the Delegate and/or Union Representative, if requested by the employee) shall reduce the grievance to writing and present the grievance to the Director, or designee, within seven (7) calendar days of the immediate supervisor's decision, with a copy to the Vice President, Human Resources. A conference between the employee (and union Delegate or Union Representative if requested by the employee) and the Department Head and the Vice President, Human Resources (or designee) shall be held within seven (7) calendar days following receipt of the written grievance. The Department Head or designee shall reply within seven (7) days following the grievance conference.

Step 3 - Appropriate Vice President and Union Representative

If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing within seven (7) calendar days of receipt of the written answer in Step 2 to the appropriate Vice President (and/or designated representative) by the employee (and authorized Union Representative) who shall meet within fourteen (14) calendar days for the purpose of resolving the grievance. The Vice President or designee shall attend this conference. Within seven (7) calendar days after such meeting, the appropriate Vice President or designee shall send the Union a written answer stating the Employer's decision concerning the grievance.

Step 4 - Arbitration

If the grievance is not settled in Step 3, either the Employer or the Union may submit the issue in writing to arbitration within fourteen (14) calendar days. The Employer and the Union shall attempt to select an arbitrator. If the Employer and the Union fail to agree on an arbitrator a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service.

The parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine himself/herself to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. The expenses and fees incumbent to the services of the arbitrator shall be borne equally by the Employer and the Union.

5.2 Termination Grievance. An employee may initially present a grievance alleging that the employee's employment was terminated in breach of the terms and conditions of the Agreement to the Director, or designee, with a copy to the Vice President of Human Resources within fourteen (14) calendar days of the employee's knowledge of the facts that constitute the grievance, provided that the employee does so in writing stating the facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the remedy sought. A grievance under this Section may not be combined with any other grievance that must be submitted in accordance with the standard grievance procedure. All other provisions of the standard grievance procedure will apply to a grievance submitted under this Section.

ARTICLE 6 – HEALTH AND SAFETY

6.1 Occupational Health and Safety. The Employer will provide safe working facilities and agrees to maintain such conditions in accordance with state and federal safety regulations. The Employer reserves the right to post and enforce safe practice rules and amend them from time to time as permitted or required by state and federal law. Infractions of a valid safe practice rule by an employee may be grounds for discipline or discharge. Employees are encouraged to report unsafe and/or unhealthy conditions to their supervisor and shall not be disciplined for making these reports.

6.2 Safety Committee. The Employer maintains a Safety Committee composed of Employer representatives and at least one (1) Representative appointed by the Union.

6.3 Security. The Employer has a responsibility to provide for the physical safety of employees on the Employer's premises and walking to and from Employees' cars. The Employer shall conduct an ongoing security and safety assessment and develop a security plan with measures to protect employees, patients and visitors from physical and property harm. A security plan shall include, but not be limited to, security considerations relating to the following:

1. Physical layout;
2. Staffing;
3. Security personnel availability and assigning additional personnel if needed;
4. Lighting and adequate patrol on the grounds and parking areas;
5. Policy and training related to appropriate responses to aggressive or violent behavior (this is not a change in current policy but is an embodiment into the contract.)

6.4 Infectious and Communicable Disease Control. The Employer shall continue its practice of pursuing and providing protection to employees from occupational transmission of bloodborne and airborne infectious and communicable diseases, including but not limited to Tuberculosis, Hepatitis B, Hepatitis C and HIV/AIDS, through the use of engineering controls, work practice controls, personal protective equipment, training and education and the development of a comprehensive bloodborne and airborne infectious disease program.

The Employer shall maintain a program of infectious and communicable disease control. The Employer shall advise employees when it is known they are exposed to infectious or communicable diseases and assist them in taking preventative measures which are consistent with patient care responsibilities.

6.4.1 Tuberculosis Exposure Control Program. As part of the Employer's Tuberculosis exposure control program, employees in high risk areas of Tuberculosis exposure will get annual PPD screenings. All other employees shall get PPD screening upon request. Data showing all PPD test results (i.e., the conversion rate) will be available for a year-to-year comparison to the Health and Safety Committee. Any employee who is a PPD converter will be referred by the Employer to the Public Health Department, or to a medical specialist if requested, for appropriate follow-up, including preventive therapy, at no cost to the employee, unless the origin is shown to be non-work related.

ARTICLE 7 – HOURS OF WORK – OVERTIME

7.1 Workday. The normal workday shall consist of eight (8) hours, work to be completed within eight and one-half (8 1/2) consecutive hours or ten (10) hours, work to be completed within ten and one-half consecutive hours or twelve (12) hours, work to be complete within twelve and one half consecutive hours. (See Appendix B –Ten Hour Shifts and Appendix C - Twelve Hour Shifts)

7.2 Work Period. The normal work period shall consist of forty (40) hours of work within a seven (7) day workweek or eighty (80) hours within a fourteen (14) day period. The Employer will not require an employee to work more than two (2) weekends out of four (4) consecutive weekends, unless the employee has accepted a position that requires working additional weekends. Employees may work extra weekends by mutual consent.

7.2.1 The Employer may implement a shift of four (4) ten (10) hour days or three (3) twelve hour days upon giving at least one full scheduling period notice. An employee who cannot work ten (10) or twelve (12) hour shifts because of extenuating personal circumstance, such as the employee's own health or the health of a family member in the home, may with Union approval be given seniority preference for an open eight (8) hour position for which the employee is qualified.

7.3 Overtime. Non-Exempt Status Employees who have actually worked their normal workday, of at least eight (8) hours, or normal work period, of at least forty (40) straight-time hours, shall be compensated at the overtime rate of one and one half (1-1/2) times their regular rate of pay for all hours actually worked in excess of those periods; for example, hours actually worked in excess of eight (8) or ten (10) or twelve (12) straight-time hours in a day or forty (40) straight-time hours actually worked in a workweek or eighty (80) straight-time hours in a work period providing that all consecutive time worked in excess of twelve (12) hours in a work day (excluding on call shifts and regularly scheduled twelve (12) hour shifts) shall be paid at double time (2X) the employee's regular rate of pay. Time that is paid for but not actually worked will not count toward either daily or weekly overtime. The use of overtime is discouraged by the Employer and the Union, and all overtime must be approved by the supervisor. Overtime shall be paid in accordance with the actual time worked.

7.4 The Employer has established various work schedules and shifts for employees which vary from the terms of this Agreement. Such schedules/shifts may be continued. Additional innovative shifts or schedules may be established with the agreement of the employee(s) involved. Such innovative schedule agreements shall be set forth in writing with a copy made available to the Union. The Employer shall consider all requests to work innovative schedules or shifts. If the shift or schedule would violate any of the provisions of the Agreement, the approval of the Union shall be required. Employees who bid a position shall be considered to have agreed to the schedule posted with the position.

7.4.1 It is recognized and understood that deviations from the foregoing normal hours of work will occur from time to time, resulting from several causes such as, but not limited to, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, and emergencies. No such deviations shall be considered a violation of this contract. An employee whose work schedule is to be changed shall be notified as soon as possible of such change. Monthly work schedules shall be posted as directed by Article 7.5.

7.4.2 Rest Periods. Non-Exempt Status Employees shall receive a rest period of fifteen (15) minutes including time to and from their assigned place of work during each four (4) hour period of work. Such rest period shall be scheduled as nearly as practical during the midpoint of each four (4) hour period, taking into consideration the primary concern of adequate department coverage.

Employees who anticipate difficulty in taking their scheduled break must notify their shift supervisor who will ensure the break time is made available.

7.4.3 Any Non-Exempt Status Employee working more than (2) hours of overtime shall receive a fifteen (15) minute rest period at the end of such two (2) hour period and an unpaid uninterrupted thirty (30) minute meal period at the end of four (4) hours. If the overtime assignment continues beyond the meal period for a period of more than two (2) additional hours, the employee shall receive another fifteen (15) minute rest period at the end of that two (2) hour period.

7.4.4 Employees shall notify their supervisor if they intend to leave the premises during their meal period.

7.5 Work Schedules. Four (4) or six (6) week work schedules will be posted at least ten (10) days in advance of the schedule. Except for compelling business conditions beyond the control of the Employer and as provided by Section 7.7, posted hours of work may be changed only by mutual consent.

7.6 Rest Between Shifts. Each Non-Exempt Status Employee shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed to between the employee and the Employer. All time worked within the ten (10) hour requirement shall be paid at time and one-half (1-1/2).

7.7 Low Census. Low census days will be applied on a rotating basis by department/shift, provided that skill, competency, and ability are considered equal. Such low census will be applied in the following order:

- (a) Agency or traveler;
- (b) Overtime/premium rate employee, including an additional shift beyond FTE;
- (c) Volunteers;
- (d) All other employees, on a rotating basis by department/shift, using the least senior employee first, provided that skill, competency, and ability are considered equal.

A temporarily reduced work schedule because of low census as requested by the Employer shall not alter accrued hours of employment for seniority purposes or accrual of vacation or sick leave credits and other benefits which would otherwise be earned by a regularly scheduled full-time or part-time employee. In the event low census periods extend for eight (8) consecutive weeks, the Employer will meet with the Union to review the application of this Section for low census conditions.

7.8 Under no circumstances will there be pyramiding of overtime or premium pay. Only those hours paid at straight time rates of pay shall be considered in determining if the employees are entitled to overtime pay. All time paid at time and one-half (1- 1/2) or double time (2 X) is overtime whether called premium or overtime pay.

7.9 The Employer's present practices of not regularly rotating shifts (i.e., days, evenings, and nights) shall be maintained. This provision does not affect the changing of starting times within a shift.

ARTICLE 8 – CLASSIFICATION AND RATES OF PAY

8.1 Wage Schedule. Appendix A attached hereto and made a part of this Agreement is the schedule of job classifications and hourly base wage rates of pay which shall be applicable during the term of this

Agreement. However nothing in this Agreement shall prohibit the Employer, at its sole discretion, from paying wages for any job classification in excess of those provided for in Appendix A.

8.1.1 Exempt Status Employees. An Exempt Status Employee shall receive compensation on a salary basis. An Exempt Status Employee's annualized salary will be determined and paid in accordance with MOU Four, Paragraph 1.

8.1.2 Base Wage Rate Increases. The following increases to hourly base wage rates will be effective the first full pay period following the designated dates: November 7, 2020 – 3.0%; July 1, 2021 – 2.5%; July 1, 2022 – 2.75%.

8.1.3 Wage Schedule Transition Placement. Effective the first full pay period following the 2019 ratification of this Agreement, all employees employed as of the ratification of this Agreement will be placed at that base wage rate on the Appendix A Wage Schedule as provided for under Memorandum of Understanding Six – *Wage Schedule Transition Process*.

8.1.4 Hire in Rates Versus Incumbents. If at any time an employee is hired into a position at a rate higher than that of a current employee(s) with the same or greater experience, that current employee(s) shall be moved to the same step on the wage scale as the newly hired employee, effective the hire date of the new employee.

8.2 Step Advancement. Employees shall receive a step advancement (tenure increment) for each year of service defined as the accumulation of 2080 hours compensated time. Step advancements are specified in the Wage Schedule, Appendix A, and become effective the first full pay period following accumulation of 2080 hours compensated time. For an Exempt Status Employee annual compensated time shall be equivalent to 2080 hours prorated by the employee's budgeted FTE.

8.2.1 Step Advancement Transition. Effective the first full pay period following ratification of this Agreement, Employees employed as of the ratification of this Agreement will each be initially credited with those compensated hours that the employee accumulated since the last date the employee received a wage increase or the employee's last anniversary date, whichever is more recent. Employees who have been employed less than one year and who have not received a wage increase will be initially credited with those compensated hours that each employee accumulated since their most recent date of hire.

8.3 Job Descriptions. The Employer, upon request will furnish the Union with job descriptions for all classifications in the bargaining unit. Employees will perform whatever work is assigned, whether or not such work is within their regular job description. The Employer agrees to notify the Union of any new classifications covered by this Agreement. If the Employer intends to substantially change job descriptions other than in matters of form, the Union will be given notice at least three (3) weeks prior to implementation. Upon request the proposed change will be reviewed with the Union.

8.4 Promotion into Bargaining Unit. When a current employee of the Employer who is not covered by this Agreement applies for and is accepted into a position represented in this Agreement, that employee will suffer no loss of pay in that promotion transfer. Accordingly, the parties agree that when an employee is promoted to a higher-graded position, regardless of the tenure, seniority, department, or the Employment Agreement applicable in their current position, the employee will be slotted on the new pay scale at the pay Step that is the closest to their current actual base pay providing no less base pay than that base pay they were earning at the time of promotion.

This agreement is not applicable to instances of movement to another position that is in a lower or lateral pay grade. This agreement is not applicable to new hires or rehires, but specifically addresses instances of promotion of current employees of the Employer.

This provision does not require the adjustment of the rate of pay of any other employee.

8.5 The Employer will assign titles to job classifications and place such jobs in appropriate pay ranges. An employee may request of the supervisor a classification review wherein the job duties have substantially changed. Employees who wish to grieve a supervisor's decision must do so within fourteen (14) days of the supervisor's decision.

8.6 Weekend Differential. Non-Exempt Status Employees who work on a weekend shall receive one dollar and seventy-five cents (\$1.75) in addition to the employee's regular hourly rate of pay. Weekend premium pay shall not be included in the employee's regular rate of pay for overtime pay calculations unless required by the Fair Labor Standards Act. The weekend shall be defined as 1800 Friday to 1800 Sunday, forty-eight (48) hours. Weekend differential provided for in this section shall not apply to time spent for educational purposes or non-productive time.

8.7 Shift Differential. Non-Exempt Status Employees assigned to the second shift (3:00 pm - 11:00 pm) shall be paid a shift differential of one dollar and thirty-five cents (\$1.35) per hour over the straight time hourly rate of pay. Non-Exempt Status Employees assigned to work the third shift (11:00 pm - 6:00 am) shall be paid a differential of one dollar and eighty-five cents (\$1.85) per hour over the straight time hourly rate of pay.

Eligible employees shall be paid the shift differential applicable to the shift in which the employee is scheduled to work a majority of her/his hours. Employees whose straight time shift hours are evenly divided between two shifts shall receive the shift differential, if any, which is applicable to each shift for the hours in that shift.

Eligible employees working shifts longer than eight (8) hours shall be paid the evening shift differential for all hours worked between 3 p.m. and 11 p.m., and the night shift differential for all hours worked between 11 p.m. and 7 a.m.

The shift differential, if any, which is in effect at the end of an eligible employee's regular shift will be paid for the hours worked after that shift, except that employees who work beyond their scheduled shift ending time for more than three (3) hours into another shift shall receive the shift differential of that shift of all such hours worked, if it is higher.

8.8 Certification Pay. Employees in eligible job classifications who have obtained one or more employer-approved certification(s) from national or Washington State certifying bodies in the practice area of their primary work assignment will receive, in addition to the employee's base rate of pay, certification pay of one dollar (\$1.00) per hour. This certification pay will not increase if the employee obtains more than one approved certification.

8.8.1 To receive certification pay, the certification must be effective and maintained in good standing by the employee. To receive certification pay, employees in eligible job classifications must notify their manager in writing at the time certification is received and must provide a copy of the original certification document to their manager. Proof of an effective and maintained certification may be required by the Employer at any time.

8.8.2 Certification pay will not be paid for certification(s) that are required for an employee's job classification.

8.8.3 The Employer shall publish the list of eligible job classifications and approved certifications.

ARTICLE 9 – EDUCATION

9.1 Educational/Professional Meeting Leave. Upon completion of the probationary period, employees shall be allowed education funds of up to a maximum of one thousand dollars (\$1,000) a year for a full-time employee and a prorated amount for a part-time employee based upon their budgeted FTE status. (For purposes of this section a .9 FTE will be considered a full time employee). Palliative Care Specialist employees shall be allowed education funds up to a maximum of one thousand, five hundred dollars (\$1,500) a year, similarly prorated by budgeted FTE.

Education funds may be used for paid educational leave time, class registration or tuition, books, expenses, or professional subscriptions, not otherwise covered by the TUF fund. Voluntary education leave (i.e. continuing education not required by VMC) will not be counted toward overtime requirements.

Educational leave is subject to the scheduling requirements of the Employer and shall not be used for collective bargaining or labor relations matters. Educational leave may, at the option of the employee, be used for Employer-sponsored in-service programs which are not mandatory. Educational leave may be used in hourly increments.

Upon submission of appropriate required forms, the Employer will advance an employee the tuition for any particular educational seminar up to the maximum allowed per year. The Employer may require proof of attendance at the educational meeting and if such proof is not given, the Employer may require the employee to return the monies advanced by the Employer. This requirement will not be made if there are exceptional circumstances justifying the employee not attending the education function. The decision of the Employer with respect to reimbursement for non-attendance will not be subject to the grievance procedure.

9.2 Joint Employer Training and Education Fund

9.2.1 Establishment of Fund and Contribution Rate. The Employer is a Participating Employer in the Fund, which is established by an Agreement and Declaration of Trust ("Trust Agreement"). "Participating Employers" are those employers who contribute financially to the Fund as of June 30, 2019, and all employers who may thereafter begin contributing financially to the Fund.

The contribution to the Fund shall be an amount equal to one-half percent (1/2%) of the gross payroll of the Case Management Unit employees. Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem, on-call and temporary employees.

9.2.1.1 If all Participating Employers agree to contribution rates that are: (1) at least one percent (1%) of the gross payroll of the Participating Employers' Registered Nurse bargaining unit employees; (2) at least one percent (1%) of the gross payroll of the Participating Employers' bargaining unit employees who are in positions that are incorporated into the Union's Case Management bargaining unit at the Employer; and (3) at least one and one half percent (1.5%) of the gross payroll of the Participating Employers' bargaining unit employees who are in positions that are incorporated into other Union

bargaining units at the Employer (Service & LPN), then the Employer will contribute to the Fund an amount equal to one percent (1%) of the gross payroll of the Case Management Unit employees. The effective date of this increased contribution rate will be the first full pay period that is thirty (30) days after the Employer is provided with ratified and executed copies of collective bargaining agreements or other binding, written agreements requiring all Participating Employers to make contributions to the Fund in rates that are at least the amounts described in this paragraph.

9.2.2 Fund Trustees, Programs, Staff. The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.

9.2.3 Trust Agreement. The Employer and Union agree to abide by the Trust Agreement.

9.2.4 Availability of Onsite Rooms. In order to make a good faith effort to make rooms available on-site for conducting training, counseling facilitate Employees' access to education and training, the Employer will and other activities of the Fund.

9.2.5 Fund Contributions, Records and Collections. The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund.

The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of Employees which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits.

The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.

ARTICLE 10 – HOLIDAYS

10.1 List of Holidays. The following listed days are designated as Holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	Two Floating Holidays

10.2 Holiday Pay. If a holiday falls on a regular employee's scheduled day off or vacation, the employee shall receive straight-time holiday pay for the holiday with pro rata pay for part-time employees based on FTE. For the purpose of holiday pay a .9 FTE will be considered as a full-time employee (See Appendix B and C for holiday pay for Ten and Twelve hour shifts). Exempt Status Employees shall receive holiday pay that is equivalent to one day of work (the employee's Appendix A base rate of pay multiplied by 8), in

accordance with the Employer's regular practices and procedures used to provide holiday pay to exempt employees.

10.2.1 To be eligible to receive pay for a holiday not worked, an employee must work the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday, except for bona fide illness or with approval of such absence.

10.3 Work on a Holiday. Full-time and part-time Non-Exempt Status Employees required to work on a holiday shall be paid at one and one-half (1-1/2) times the regular rate of pay. Hours worked by full-time and part-time Non-Exempt Status Employees in excess of eight (8) hours shall be paid at double time, unless the employee's regular shift is longer than eight (8) hours. (See Appendix A and B for Ten and Twelve hour shift pay for work on a holiday).

In addition, regular employees required to work on a holiday will receive straight-time holiday pay equivalent to the hours of a Non-Exempt Status Employee's regular shift or one day of work by an Exempt Status Employee (the employee's Appendix A base rate of pay multiplied by 8, in accordance with the Employer's regular practices and procedures used to provide holiday pay to exempt employee.

10.4 Holiday on Scheduled Vacation. If a holiday occurs during a scheduled and paid vacation, it will not be charged as a vacation day.

10.5 Floating Holidays. To be eligible for the Floating Holidays, an employee must have completed six (6) months of continuous service. An employee must notify the Department Head, or designee, in writing (10) days prior to the posting of the monthly work schedule in advance of the date requested for the Floating Holiday. Upon such notification, the Department Head, or designee, shall schedule the Floating Holiday.

10.6 Holiday Pay on Night Shift. Effective upon notice to the Union by the Employer within 90 days of ratification of this Agreement and for the rest of the term of this Agreement, holiday pay for employees working the night shift shall be given for hours worked between 11p.m. the night preceding the designated calendar date for the holiday and 11 pm on the designated calendar date for the holiday.

Example:

If you work July 3rd 3pm to 11:30 pm – no Holiday pay

If you work July 3rd 7pm to 7:30 am on July 4th – paid 8.0 hours Holiday pay (1/2 hr. unpaid lunch not included)

If you work July 4th 3pm to 11:30pm – paid 8 hours Holiday pay)

If you work July 3rd 11 pm to 7:30 am on July 4th – paid 8 hours Holiday pay

If you work July 4th 7 pm to 7:30 am on July 5th – paid 4 hours Holiday pay

If you work on July 4th 7 pm to 7:30 am on July 5th – paid 4 hours Holiday pay

ARTICLE 11 – VACATIONS

11.1 All full-time and part-time employees shall be eligible to request earned vacation time off after completing six (6) calendar months of work. A week of vacation shall, if so requested, include the weekend preceding and following the vacation week. Accrued vacation may, if so requested, be granted in single day increments either during the week or on the weekends; however a request for one week or more shall have

preference over these requests. When the request is made after the vacation schedule is posted, the request shall not be routinely denied, when scheduling permits.

11.2 Vacation approval will be granted based on staffing levels and seniority. Submitting vacation preferences and granting vacations may be conducted through an electronic system specified by the Medical Center. Even if an electronic system is used, units will continue to post hard copy preference sheets to facilitate employees' evaluation of preferred vacation dates. From January 1 through January 31 employees will submit their vacation preference for the period of the prospective 15-month period (January through March of the following year).

A request for vacation must be submitted to the supervisor or manager in writing, or if required by the Medical Center through the specified electronic system, by January 31 to be considered for the March 1 schedule posting.

Approval of these requests will be posted on a vacation schedule on each unit and in each department by March 1.

Priority for requests received after February 1 will be based on the date of the request, seniority and staffing levels. Response to all subsequent requests will occur within two weeks of receipt of request after the March 1 posting.

In the event of conflicting requests by employees for vacation time, seniority shall prevail. Seniority shall not affect approved vacations. Vacation requests for time during 1) the generally recognized two week spring break period which will be determined by the Labor/Management Committee by October 1 of the preceding year and 2) during Christmas and New Year's holiday period shall be assigned on a rotational basis. Rotations shall be separate for spring and Christmas. There shall be no limit on the number of weeks of vacation an employee may take at any time, if eligible and subject to scheduling requirements. If, however, the employee takes more than two weeks during the period June 15 through September 1, then the employee will be placed at the bottom of the seniority list for vacation selection for this period for the following two calendar years.

11.3 All employees are encouraged to and may be scheduled to take vacation time off for at least one-half of the accrued hours earned on a yearly basis. In the event an employee has accumulated more than two hundred and forty (240) hours of accrued vacation time as of December 31 of any year, the Employer may, at its option, pay the employee for the excess hours. By December 1 of each year, an employee may elect to retain accumulated vacation time in excess of two hundred forty (240) hours (as of December 31 of that year) in lieu of receiving pay, up to a maximum total accumulation of three hundred twenty (320) hours. The employees may sell back to the Employer accrued vacation in excess of one-half of the hours accrued each year. Payment shall be at the employee's regular rate of pay.

Terminal vacation pay is authorized providing at least 1,040 hours have been worked, required conditions of severance have been complied with, and termination is not due to discharge for just cause.

11.4 The rate of vacation accrual shall be based on compensable hours exclusive of overtime pay as follows:

<u>Column 1</u>	
<i>During the</i>	Vacation Earned Per Hour
1st through 2nd years	.0385
3rd year	.0462
4th and 5th years	.0692

6th and 7th years	.0731
8th and 9th years	.0769
10th and 11th years	.0808
12th year through 14th year	.0885
15th year and more	.0962

Column 2

Equivalent Annual Vacation for full-time employees:

<i>During the</i>	Working Days Per Year
1st through 2nd years	10
3rd year	12
4th and 5th years	18
6th and 7th years	19
8th and 9th years	20
10th and 11th years	21
12th year through 14th year	23
15th year and more	25

Years of service shall be calculated on the basis of compensated hours with 2,080 hours being equal to one (1) year of service.

Vacation pay shall be at the rate as if the employee has continued to work during the time of vacation.

11.5 Part-time employees shall accrue and take pro rata portion of vacation days based on hours compensated exclusive of overtime pay.

11.6 Vacation Donation. The employer will maintain its “Emergency Transfer of Vacation Leave” policy for the duration of this Agreement.

ARTICLE 12 – SICK LEAVE

12.1 Regular full-time, regular part-time, and per diem employees shall earn sick leave credits at the combined rate of .03654 hours for each hour compensated, exclusive of overtime premium and on-call pay with no limit as to maximum accumulation except as set forth in Sections 12.2 and 12.3. Sick leave accumulates from date of hire but is not payable for time of illness or injury prior to the end of the ninety (90) day probationary period. There shall be no discipline for legitimate use of sick leave. Abuse of sick leave shall be grounds for discipline.

12.2 Vested Sick Leave. A portion of sick leave credits shall be accumulated as vested sick leave at the rate of .025 hours for each hour compensated, exclusive of overtime premium and on-call pay. The vested portion of sick leave is payable at the regular rate of pay on the first day of a bona fide illness, injury, disability due to pregnancy or for other purposes specified in Medical Center policy or required by applicable law. The Employer may require employees to provide two (2) hours advance notice of illness before a shift, in accordance with Employer policy and department requirements.

If, as of December 31 of any year, an employee hereunder has accumulated more than 240 hours of vested sick leave, the Employer shall have the right to purchase the excess above 240 hours at fifty percent (50%) of the value of the hours on December 31 based upon the employee’s regular rate of pay. Payment shall be made on the first pay period immediately following February 1st of each year.

12.3 Catastrophic Sick Leave. A portion of sick leave credits shall be accumulated as catastrophic sick leave at the rate of .01154 hours for each hour compensated, exclusive of overtime premium and on-call pay, up to a maximum of 240 hours of catastrophic sick leave credits, at which point no further catastrophic sick leave will be credited. Catastrophic sick leave shall be payable only after all vested sick leave has been used and/or for an illness or injury that completely disables an employee from performing her/his work for fourteen (14) consecutive calendar days. The employee may be required to obtain a statement from a physician or be screened by the Employer's health service facility before such catastrophic sick leave is paid. When such disability exceeds fourteen (14) consecutive calendar days, then accumulated unused catastrophic sick leave shall be paid commencing with the first day of illness or injury. Any vested sick leave credits applied during such period of disability shall be reinstated to the employee's vested sick leave account after the catastrophic sick leave has been paid.

12.3.1 Employees who on June 30, 2019 have accumulated more than 240 hours of catastrophic sick leave credits shall retain and be entitled to use such credits, but shall not be credited with additional catastrophic leave credits until the employee's accumulated balance falls below 240 hours.

12.4 An eligible employee shall have the option of designating on a form furnished by the Employer by a date to be designated each year one of the following options to be applied to accumulated, unused, vested sick leave hours that exceed seventy-two (72) hours:

- a. Apply one-half (1/2) of the vested, unused sick leave hours that exceed seventy-two (72) hours or portion thereof to additional vacation days to be scheduled in the subsequent year. The scheduling of such vacation shall be subject to approval by the Employer, or
- b. Apply one-half (1/2) of the vested, unused sick leave hours that exceed seventy-two (72) hours or portion thereof to be paid the eligible employee at the employee's regular rate of pay in lieu thereof on the first pay period immediately following January 1 of each year, or
- c. Continue the accumulation of vested sick leave hours toward the employee's vested sick leave credits.

12.5 Regular full-time and regular part-time employees who retire or terminate employment with the Employer in good standing after completion of their probationary period shall receive payment for all accrued, unused, vested sick leave at the time of retirement or termination. Good standing is defined as termination with appropriate notice and not discharge for cause.

12.6 Employees shall not be entitled to receive catastrophic sick leave for an absence which commences after an employee has given a notice of termination.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave 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. When more than one paid or unpaid leave type available in this Agreement or by law applies to a period of approved time off, all such leave types, including FMLA leave and Washington Paid Family & Medical Leave, shall be used concurrently to the maximum extent allowed by law.

13.2 Leaves With Pay. A leave with pay through the use of vacation benefits or sick leave credits shall not alter an employee's anniversary date or employment or otherwise affect his/her benefit or wage status with the Employer.

13.3 Personal Illness, Injury, or Maternity Leave. A leave of absence up to nine (9) consecutive months annually will be granted to employees for maternity or health reasons, illness or injury. The Employer may request certification of the period of disability from the employee's physician.

13.3.1 Subject to Article 13.9 and 13.11, a paid or unpaid leave, not to exceed sixty (60) days within a rolling twelve (12) month period, including vacation, sick leave, and holiday if applied by the employee during such leave, shall not alter an employee's anniversary date of employment or the amount of vacation benefits or sick leave credits which would otherwise be earned by the employee. The same position and shift shall be available to the employee upon return from such leave. This section shall apply to leaves for health reasons, maternity or family leave, up to a period of ninety (90) days and pregnancy disability leave, up to a period of the disability. Within a rolling twelve (12) month period of time the combination of maternity, pregnancy medical or pregnancy disability leave and family leave (including FMLA leave and Washington Paid Family & Medical Leave) when taken together shall not exceed one hundred eighty (180) days or ninety (90) days, plus the period of disability, whichever is the longer. Other leaves may not be combined.

13.3.2 Authorized leaves for a period in excess of leave granted pursuant to Section 13.3.1, within an anniversary year will result in the employee's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically agreed to by the Employer. Upon return from an authorized leave of absence in excess of the leave granted under Section 13.3.1, the job to be offered is subject to the circumstances existing at the time of return to work and may not be the same position or shift as the job vacated at the time such leave commenced. If the job offered is at the employee's comparable rate of pay and number of hours worked, the employee shall accept the offer to return to work unless, in the Hospital's judgment, extenuating circumstances exist.

13.4 Educational Leave. After one (1) year of continuous employment, up to one (1) year of leave without pay may be granted for approved educational purposes, provided patient care will not be jeopardized. There shall be no paid educational leave unless agreed in writing between the Employer and employee with the amount of pay being specified in this written agreement.

13.5 Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, as may be allowed under applicable law, without loss of benefits accrued to the date such leave commences and shall not be considered part of the earned annual vacation time. Employees will give notice of known military leave ten (10) days prior to the posting of the monthly work schedule in which the military leave will occur.

13.6 Insurance Coverage. The Employer will extend COBRA rights to employees on an approved leave of absence.

13.7 Jury Duty. Regular full-time and part-time employees who are called to serve jury duty will be paid the difference between her/his regularly scheduled rate of pay and pay received from jury duty, with the exception of mileage payments from the court, for actual time spent in jury duty, or when serving as a witness on behalf of the Hospital, on a day the employee would have been scheduled to work.

13.8 Bereavement Leave. Regular full-time and part-time employees shall be allowed up to a maximum of three (3) consecutive days off with pay for actual regular normal schedule work hours lost up to twelve

(12) hours per day during the three (3) day period, by reason of a death in the employee's immediate family. The term "immediate family" includes husband, wife, domestic partner, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, son or daughter-in-law, sister or brother-in-law, grandparents, grandchildren, step-parents, step-children, or father, mother, son or daughter of the domestic partner. Two (2) days of unpaid bereavement leave may be granted for extended travel upon the approval of the department head or designee. The employee may request additional time off which may be taken as unpaid time or vacation, or holiday time coming to the extent of the employee's accrual. Bereavement leave must be taken within ten (10) calendar days of the death of a family member, or the funeral of a family member. The Hospital may extend the time frames for the use of bereavement leave when appropriate, based on unusual circumstances relating to the death of the employee's family member. The Hospital may require such written proof of death as it may consider appropriate.

Domestic partners shall be defined and implemented as set out in the Seattle Municipal Code, Section 4.30.020.

13.9 Family Leave. Upon completion of six (6) calendar months, employees who regularly work at least twenty-four (24) hours per week shall be granted family leave for a period of up to fourteen (14) weeks without loss of accrued unused benefits to the date of commencement of such leave with return to the employee's position as provided in Section 13.3.1.

This leave of absence shall be granted to: (a) care for a newborn or newly adopted child of the employee under the age of six (6) at the time of placement or adoption or (b) care for a child of the employee under the age of eighteen (18) years who has a terminal health condition. A leave of absence begins on the first absence from work or, in the case of childbirth, on the first day after the mother's temporary medical disability from childbirth has ended. Family leave shall be unpaid except: (a) an employee may use accrued paid time off at the beginning of the leave and (b) an employee on leave to care for a terminally ill child may use accrued sick leave at the beginning of the leave as permitted by state law and thereafter use accrued vacation. Family leave must be completed within twelve (12) months after the birth or placement for adoption.

An employee on family leave not exceeding ninety (90) days from date of first absence from work shall be entitled to return to his or her prior position. Thereafter, the employee shall be entitled to the first available position for which he or she is qualified. There shall be no loss of accrued unused benefits from the date of commencement of such leave. If both parents of the newborn or newly adopted child are employees, they shall be entitled to a total, in combination, of ninety (90) days of family leave, to be granted to only one employee parent at a time.

Alleged violation of the family leave provision shall be submitted to the grievance procedure as set forth in Article 5 in accordance with the Family Leave Law.

13.10 Child Care Leave. After one year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Article 13.9 (family leave) without loss of seniority or accrued benefits, subject to the Employer's policy on vacation carry over. An employee on child care leave shall be entitled to the first available position for which she/he is qualified. Such leave shall not exceed one year.

13.11 FMLA Leave. After an employee has worked for the Employer for at least one year and for 1,250 hours over the previous 12 months, the employee shall be entitled to up to a total of 12 weeks unpaid leave over a twelve-month period, measured backward from the date the employee used any FMLA leave. Reasons FMLA leave can be taken:

- a. To care for an employee's child after birth, or placement for adoption or foster care, including the child of a domestic partner;
- b. To care for the spouse, domestic partner, son or daughter or parent of an employee if the family member has a serious health condition;
- c. If an employee is unable to work because of the employee's own serious health condition (includes pregnancy-related condition).

For the duration of any approved FMLA leave, the Employer will maintain the employee's health and dental care coverage under the same conditions as coverage would be provided if the employee were not on leave. Upon returning from FMLA leave, an employee will return to his/her original or equivalent position, same FTE and shift. The use of FMLA leave will not result in the loss of any employee benefit that accrued prior to the start of the leave.

Intermittent leaves may be taken when consistent with the requirements and limits of the FMLA.

The employee may elect to, or the Medical Center may require, that the employee utilize accrued vacation, sick leave and floating holiday while on FMLA leave for the employee's illness or illness of the employee's minor child. In all other FMLA situations, the employee may elect or the Medical Center may require the employee to utilize accrued vacation, floating holiday, and sick leave up to policy limits.

FMLA leave shall be coordinated with, but shall not be in addition to, other leave policies of this Agreement unless otherwise required by law.

This FMLA provision shall be applied according to federal requirements.

13.12 Washington Paid Family & Medical Leave. The Washington Paid Family & Medical Leave (PFML) Act establishes a State program that generally allows eligible employees to apply for State-provided income replacement benefits during a leave of up to 12 weeks (or under certain circumstances up to 18 weeks) for qualifying reasons. Leave that is compensated under the PFML program will run concurrently with all other applicable paid or unpaid leave types available in this Agreement or by law, including FMLA leave, to the maximum extent allowed by law. Employees will be responsible for the full employee premium share allowed by law, paid through payroll deduction. The Medical Center will pay the remaining portion of the premium. Employees who receive State benefits under the PFML program will be allowed to use accrued sick leave credits and/or vacation benefits to supplement State payments, up to the employee's net weekly earnings based on the employee's budgeted FTE and regular rate of pay. Available accrued sick leave credits must be used before available vacation benefits. Employees must request supplemental use of sick leave credits and/or vacation benefits in writing through a process established by the Medical Center and provide appropriate information, including the date the employee became eligible for PFML benefits and documentation of the receipt of PFML payments and the weekly benefit amount received. Supplemental sick leave credits and/or vacation benefits will generally be paid within two pay periods of the employee's request and submission of required information and documentation.

13.13 Use of Paid Leave to Care for Family Members. Employees can use accrued sick, vacation or floating holiday leave to care for a child, spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

13.14 Worker's Compensation Leave. Employees who suffer a work related injury or illness that is compensable under State Worker's Compensation law may select time loss compensation under worker's compensation exclusively, or use a combination of accrued paid leave to supplement worker's compensation up to the total amount of their wages as may be permitted under Washington State Law for public employers.

ARTICLE 14 – SENIORITY

14.1 Seniority. Seniority is defined as employee's continuous length of service from most recent date of hire measured by compensable hours (herein sometimes referred to as life hours). For an Exempt Status Employee annual compensable hours (life hours) shall be equivalent to 2080 hours prorated by the employee's budgeted FTE. Seniority shall not apply to an employee until she/he has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from her/his most recent date of hire.

14.2 Seniority shall be broken only by the following:

- a. Resignation
- b. Discharge
- c. Retirement
- d. Layoff of more than twelve (12) months
- e. Failure to return in accordance with the term of a leave of absence or failure to respond within three (3) days of written notice of recall from layoff as provided in Section 15.6.

14.3 Life hours among employees within their department on a particular shift shall be, except as may be provided in Article 15, the determining factor in: shift changes, vacation, and schedule changes.

14.4 Life hours among employees shall, except as may be provided in Article 15, be the determining factor in promotions and job vacancies when the Employer determines that qualifications to meet the required competencies of the position are substantially equal.

14.5 Employees in a department shall be considered for job openings in their department before employees outside the department. Employees shall not be eligible for transfers or promotions without the consent of their department manager during their first six (6) months in a new position. When job vacancies are open to bid to employees outside the department, the job shall be awarded to the bidder with the greatest lifetime hours providing their qualifications to perform the required competencies are determined by the Employer to be substantially equal to those of other applicants. The Employer shall transfer employees into open positions in a timely manner. An employee will not wait more than four (4) weeks to transfer into a new position, unless mutually agreeable between the employee and the current manager. The Employer shall inform the employee of the date the transfer will take effect.

14.6 Employees who accept positions with the Employer which are not covered by this Agreement shall not have any rights under this Agreement during such period of employment. If the employee returns to a bargaining unit position, the employees' seniority rights shall be reinstated and shall be as defined in Article 14.1.

ARTICLE 15 – LAY OFF

15.1 General Conditions. It is the intent of the parties to administer this Agreement as to minimize the impact of layoff, hour reductions or displacement of senior qualified employees. None of the provisions of this Article shall be construed to allow a less senior employee to displace a more senior employee, where

the senior employee has substantially equal qualifications as determined by the Employer to perform the competencies of the position.

15.2 Layoff. Layoff shall be defined as any loss of active employment due to a reduction in force or elimination of position.

15.3 Layoff Procedure. When the Employer determines that the number of employees will be reduced and a layoff will be implemented, the Employer shall first seek volunteers from the affected classifications. If the reduction need is not met by volunteers, then life hours among employees in the affected classifications will be the determining factor, provided that qualifications, including experience, to perform the required competencies are determined by the Employer to be substantially equal.

15.4 For all purposes under this Article:

- a) An employee shall be qualified to perform the required competencies of a position if the employee can perform the essential functions of the position with no more than forty (40) hours of orientation;
- b) Shift shall mean days, evenings or nights;
- c) Comparable FTE shall be an FTE within .1 of the employee's pre-layoff or pre-hours-reduction FTE;
- d) Experience shall mean experience at Valley Medical Center.

15.5 Layoff Notice. Employees shall be entitled to two (2) calendar weeks notice of layoff or pay in lieu thereof plus any accrued vacation and retention of accrued vested sick leave, as provided in this agreement. Notwithstanding the above, where an entire department or unit is closed or where jobs are eliminated due to outsourcing or subcontracting, employees shall be provided with four (4) weeks notice or two (2) weeks notice and two (2) weeks pay in lieu of additional notice. Notice shall be given concurrently to affected employees and to the Union. During this notice period, the Employer and the Union shall meet to discuss and consider alternatives to layoff.

15.6 Recall From Layoff. Recall from layoff shall be in reverse order of layoff to job classifications from which the employee is laid off for which the laid off employee is qualified to perform all the essential functions required in the open position. Except in cases of extenuating circumstances, refusal to accept recall to a position in the employee's former classification at a same shift and a comparable FTE shall result in termination. Laid off employees may return to work by bid to newly created or vacant positions for which they are qualified and willing to accept.

15.6.1 Employees shall be notified by certified mail at the employee's address on file in the Department of Human Resources of the date to return to work on recall. Failure of an employee to respond within (3) days of the date specified by the Employer shall result in termination. It is the employee's responsibility to keep the Employer informed as to current address.

15.7 Severance Pay. Employees employed in a classification subject to a layoff may elect to be terminated and be eligible for severance payments according to the schedule below. Employees who choose termination with severance shall be ineligible for recall rights specified in Section 15.6, above and shall be considered to have terminated their employment. The number of employees electing severance pay will not exceed the number of employees laid off. In the event more employees request severance, seniority shall control. Weeks of severance pay shall be paid at the employee's regular rate of pay at the time severance is

elected and at forty (40) hours pay per week prorated for part time employees based upon their assigned FTE at the time of severance. Years of service for purposes of this section shall be defined as 2080 paid hours.

YEARS OF SERVICE	WEEKS OF PAY
5-6	3 weeks pay
7-8	4 weeks pay
9-10	6 weeks pay
11-12	8 weeks pay
13-14	10 weeks pay
15 or more	12 weeks pay

15.8 Reduction in Hours. Reduction in hours shall be defined as a permanent reduction of an employee's FTE level. Where there is such a reduction in hours to be implemented in a department, the least senior employee in the classification and on the affected shift shall have their hours mandatorily reduced, as may be consistent with scheduling and staffing requirements.

15.8.1 An employee whose hours have been permanently mandatorily reduced shall retain any prior eligibility for medical and dental insurance benefits for themselves and their dependents for one (1) month following the reduction in hours.

15.8.2 An employee whose hours are to be permanently reduced shall receive a minimum of two (2) weeks' advance notice of the reduction in hours.

15.9 Displacement Rights for Employees Subject to Mandatory Hours Reduction. Employees whose hours have been reduced as per Section 15.8, above, may take the position of the least senior employee whose position is at a comparable FTE in their classification and department on another shift.

15.9.1 If there is no such position in the department, the employee may elect one of the following options:

- 1) Accept the hours reduction,
- 2) Take the position of the least senior employee in their classification with a comparable FTE level to that which they were assigned prior to the mandatory hours reduction, Subject to Section 15.4.

15.10 Restoration of Hours. In the event the Employer increases the number of FTE's in a department on other than a temporary basis, employees working in that classification in the department, at a reduced FTE under Section 15.8, shall, in order of seniority be assigned the additional FTE hours up to their FTE before the reduction, if the employee is working on the same shift as the additional hours and the assignment is consistent with scheduling requirements. If the employee rejects the assignment, the employee will not be entitled to the benefit of this provision thereafter.

Open positions occasioned by, e.g. termination or transfer, shall be posted for bid under Section 4.2.

15.10.1 Temporary Hours. Employees whose hours have been mandatorily reduced or who have been laid off may notify the Employer in writing of their availability to work temporarily available extra hours. In order of seniority and subject to the employees' availability and competence to perform the work, they shall be utilized before other employees or services up to the level of their FTE prior to the reduction, provided written notice is given prior to each schedule posting by the

time required in department. Priority shall be given first to employees who have been laid off or reduced from the department requiring additional hours.

15.11 Unit Merger/Restructure. Unit merger and/or restructure shall be defined as the combining or division of separate units or departments or reallocation or reorganization of employees within a unit or department resulting in a mandatory shift change, a mandatory unit or department change and/or an increase/decrease in FTE status. The Employer will notify the Union of proposals to merge or restructure units prior to making a final decision, and shall, upon request of the Union, meet to address concerns and consider any alternatives proposed by the Union. The Employer will provide the Union with at least thirty (30) days advance notice prior to a unit merger or significant restructure. During this thirty (30) day period, the Employer and the Union will meet to discuss the changes through the Change Team process described in Section 15.11.1.

In the event the Employer determines to reconfigure the FTEs in the affected unit or department of an employee, then employees will bid for the positions within that unit or department in their classification. In the event of a merger/restructure, employees from the affected units or departments will have the option to bid for positions in the merged/restructured unit(s) or department(s) before employees outside of the affected units or departments, based on seniority, provided the employee is qualified to work or could be qualified to work with up to six (6) weeks of training as assessed by the skills competency checklist for that position.

Successful bidders shall be determined by seniority provided that the qualifications to perform the required competencies, as determined by the Employer, are substantially equal.

Prior to any bid, the Employer shall provide the Union and affected employees with at least two (2) weeks' advance notice in writing. In addition, the Employer shall, at least one (1) week prior to the bid, make available to the Union and affected employees a written description of the positions which will be available for bid. Such description shall include the positions' FTE, shift, and work schedule.

15.11.1 Change Teams. In order to facilitate Union participation in unit mergers and/or restructures (as defined in Section 15.11) and to ensure an efficient transition process to promote quality patient care and services and a quality work environment for employees, the parties agree to establish Change Teams for mergers and/or restructures that may result in displaced or laid-off employees. These teams shall consist of representatives of management and the Union and shall have the authority to recommend appropriate practices for conducting unit mergers and/or restructures.

The Change Teams shall not have the authority to change or modify any terms and conditions of the collective bargaining agreement. Union representatives on these teams shall be appointed by the Union in sufficient numbers to ensure an adequate representation of appropriate units or departments and shifts. These teams shall be created as soon as possible after the decision to merge or restructure a unit has been made, and in no event less than thirty (30) days prior to the effective date of the merger or restructure.

In the case of any merger or restructure of a unit that does not involve lay-off or displacement, the Employer will meet with the Union, including representatives of the staff to address staff concerns. A task force may be convened by mutual agreement to facilitate Union participation, ensure an efficient transition process and to promote quality care and services and a quality work environment in the merged or restructured unit.

15.12 An employee who is offered a transfer to a different position within their classification as a result of a layoff or to a new position as a result of work redesign, may, at the time of the offer elect voluntary layoff. An employee who is offered the position as a part of a layoff, may alternatively elect resignation and severance pay in accord with Employer policy.

15.13 Subcontracting

15.13.1 At the time of ratification of this Agreement it is understood that the Employer has no plan or pending plan to subcontract any bargaining unit work.

15.13.2 The Employer agrees to give the Union at least one hundred and eighty days (180) advance written notice prior to any decision to subcontract. The Employer will meet with the Union within three (3) weeks of the written notice to begin good faith discussions related to the potential subcontracting.

15.13.3 The Employer shall meet and confer with the Union, and will provide the Union with complete information concerning the proposed subcontracting, including but not limited to, the reason, need, financial impact, affected work and employees, alternatives considered, and other factors as may be requested by the Union.

15.13.4 These good faith discussions of options and needs will include but are not limited to:

- * Union proposed options and reasonable alternatives that could meet the Employer's primary business needs;
- * Potential options with subcontractor that could enable hiring of affected Valley Medical Center employees in order of seniority to perform the work;
- * Potential options with subcontractor related to union recognition.

15.13.5 Conclude the discussions regarding this subcontracting within one hundred twenty (120) days from the date the Employer provided advance written notice of the proposed subcontracting.

15.13.6 The Employer agrees to bargain with the Union any and all effects of its subcontracting decision to the employees including but not limited to severance benefits.

ARTICLE 16 – MEDICAL AND INSURANCE BENEFITS

16.1 Medical Plan. Medical benefits shall be provided by the Employer for regular full time and regular part time employees who are classified as 0.6 FTE or more (24 hours per week or more) beginning on the first of the month following thirty (30) days of employment. Medical benefits will begin the first of the month following a status change to 0.6 FTE or more, or return from leave of absence, provided the employee has been actively employed thirty (30) or more days. Participation in medical benefits shall be subject to specific plan eligibility requirements.

16.1.1 Full-time Employees are encouraged to fully participate in the VMC Wellness Incentive Program. Beginning in 2017 employees who meet Healthcare Plan eligibility requirements will have their individual employee, employee and spouse or employee and family monthly premium contribution reduced, for the 2017 Healthcare Plan year, by \$20.00 per month if they document completion of the Wellness Incentive Program by December 1, 2016.

16.1.2 Part-time Employees are encouraged to fully participate in the VMC Wellness Incentive Program. Beginning in 2017 employees who meet Healthcare Plan eligibility requirements will have their individual employee, employee and spouse or employee and family monthly premium contribution reduced, for the 2017 Healthcare Plan year, by \$20.00 per month if they document completion of the Wellness Incentive Program by December 1, 2016.

16.1.3 The \$20.00 wellness incentive amount will remain for the term of the Agreement. VMC may change or modify its Wellness Incentive Program design based upon the recommendation from the *Labor Management Healthcare Benefits Committee* (see MOU ONE).

16.1.4 VMC retains the right to change plan design, cost structure, insurance carriers, network provider panels, preferred providers, third-party payors, and all other administrative elements throughout the course of this Agreement as a means to control costs to the medical plans. However such changes must also be made to the non-represented employee healthcare plans. In addition if such changes result in increased employee premium costs, VMC will notify the Union of the proposed increased premium changes and will, upon request by the Union within fourteen calendar days of notification, bargain with the Union over the effects of the proposed employee premium increases.

16.2 Life Insurance. All regular employees consistently working twenty-four (24) hours or more per week shall be eligible for group life insurance, paid for by the Employer.

Life Insurance	\$15,000
Accidental Death & Dismemberment	\$15,000

16.3 Conversion Privileges. Upon termination or leave of absence, an employee may convert (up to an amount equal to the employee's life coverage) without medical examination to a personal life insurance policy.

16.4 Worker's Compensation. All employees shall be covered under Washington Worker's Industrial Accident Compensation or equal coverage.

16.5 Dental Insurance. Dental insurance benefits shall be provided by the Employer for regular full time and regular part time employees who are classified as 0.6 FTE or more (24 hours per week or more) beginning on the first of the month following thirty (30) days of employment. Dental insurance benefits will begin on the first of the month following a status change to 0.6 FTE or more, or return from leave of absence, provided the employee has been actively employed thirty (30) or more days. Participation in dental insurance benefits shall be subject to specific plan eligibility requirements.

16.5.1 The Employer agrees not to reduce the current level of dental plan coverage during the term of this agreement. The Employer retains the right to change insurance carriers, network provider panels, third party payers and all other administrative elements throughout the course of this agreement as a means to control costs and services to the dental plans.

16.6 Pay In Lieu of Benefits. In lieu of health insurance, dental insurance, life insurance, vacation, holiday pay when not worked, jury duty, and bereavement leave, an employee otherwise eligible for the benefits may elect a fifteen percent (15%) salary differential, provided the election not to participate in health insurance is in accord with any applicable state or federal law. The selection must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later. Thereafter, a change in this option may be made by an employee during the month of June to be effective July 1.

16.7 Short-term Disability. The employer shall offer a short-term disability plan for employees to purchase at their own expense.

ARTICLE 17 – CONFERENCE COMMITTEES

17.1 The Employer, jointly with the elected representatives of the Union, shall establish a Labor/Management Committee. The purpose of the Labor/Management Committee is to foster improved communications between the Employer and the employees including discussions of staffing, training and education and to assist with personnel and other mutual concerns, including opportunities to improve work processes and workload issues. While the function of the Committee shall be limited to an advisory rather than a decision-making capacity, through the interest-based problem solving process the parties agree to attempt to reach consensus on decisions to be implemented by the Employer. The Committee shall consist of up to three (3) representatives of the Employer one of whom will be a Human Resources Representative, and up to three (3) representatives of the Union. The Labor/Management Committee shall establish a mutually agreeable meeting schedule meeting at least quarterly unless the members of the Committee agree to more or less frequent meetings and may consider alternative ways of meeting including telephonic, video conferencing (if/when available) and alternative scheduling. Meetings will be scheduled in off-duty hours whenever possible. Employees attending outside their regular work hours shall be compensated at their straight time base rate. The Committee shall operate under the guidance of co-chairs, one to be selected by the Employer and one by the Union. The co-chairs shall prepare a common written agenda for each meeting to be distributed to all Committee members at least three (3) days in advance of the meeting; however, failure to place an item on the agenda shall not preclude the Committee from addressing any issue at a mutually agreeable time. Minutes shall be taken at the Labor/Management Committee and approved by the committee co-chairs.

17.1.1 Joint Labor/Management Committee Meetings. Joint sessions of the SEIU Labor/Management Committees (RN, Service, LPN, Case Management) may meet through appointed representatives up to once per quarter to address an agenda of issues of common interest. While the function of the Committees meeting in joint session shall be limited to an advisory rather than decision-making capacity, the parties agree to attempt to reach consensus on decisions to be implemented by the Employer.

Up to two (2) employee representatives from each SEIU Labor/Management Committee will be appointed by the Union to attend the joint sessions. An equal number of Employer representatives will also attend the joint sessions. Each appointed representative will be given release time or be compensated at the appropriate base hourly rate for the time spent attending joint sessions. The Union and the Employer will each select one appointed representative to serve as co-Chair of the joint sessions.

The co-Chairs will prepare a written agenda of issues of common interest between the Labor/Management Committees to be distributed at least one (1) week in advance of each scheduled joint session. Minutes will be taken of the joint sessions and, once approved by the co-Chairs, will be made accessible in the same manner as minutes of individual Labor/Management Committee meetings. A scheduled joint session may be canceled if the co-Chairs determine the meeting is not necessary. Joint sessions of the Labor/Management Committees will take the place of individual Labor/Management Committee meetings in the same month, unless mutually agreed otherwise by the co-Chairs of an individual Labor/Management Committee.

ARTICLE 18 – PARKING

18.1 The Employer will continue to offer employee parking free of charge during the term of this Agreement. This parking may be off the main campus. Night shift employees will be able to park on the main campus free of charge. Security escorts for the evening shift will be provided if requested.

ARTICLE 19 RETIREMENT PLAN

19.1 The Employer for the term of this Agreement shall maintain the House-Wide Retirement Plan.

19.1.1 The Retirement Plan will include a provision that participants in the Plan who have twenty or more years of service at VMC will receive a ten percent employer contribution to their Retirement Plan.

19.2 Thirty days after ratification of this Agreement or when Employer gives written notification to the Union, whichever is later, those Employer and Employee retirement contribution rates and Retirement Plan structure in effect for the majority of VMC employees who are not in an SEIU bargaining unit will apply and be effective for the employees within this bargaining unit

19.3 Employer shall make available on site, Plan Representatives at least two times a year along with maintaining on-line access to Plan representatives. Employer will notify the Labor Management Committee of the scheduled dates at the meeting occurring the month before the scheduled date of the visit.

ARTICLE 20 – MANAGEMENT RIGHTS

20.1 Subject to the express terms and conditions of this Agreement, the management of the hospital and the direction of the work force including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to promulgate rules, regulations and personnel policies; the right to determine the extent to which the hospital shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish work schedules, to subcontract out work and to extend, limit or curtail its operations is vested exclusively in the Employer. 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 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 21 – UNINTERRUPTED PATIENT CARE

21.1 There shall be no strikes, sympathy strikes, slow downs or stoppages of work by the employees, and nothing contained in this contract shall be construed to grant any employee the right to strike or refuse to perform his or her duties. It is recognized that the Employer is engaged in a public service requiring continuous operations and it is agreed that recognition of such obligation of continuous service is imposed upon both the employees and the Union 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, walk-out, sympathy strike, slow-down, or other work stoppage of any nature whatsoever. In the event of any strike, walk-out, sympathy strike, slow-down, or work stoppage, or a threat thereof the Union and its officers will do everything within their power to end or avert same. An employee participating in any strike, walkout, sympathy strike, slow-down, or work stoppage will be subject to

immediate dismissal. Employer agrees that during this same period there shall be no lock-outs. In the event of a strike by employees in another bargaining unit, employees shall not be required to perform other than usual duties.

ARTICLE 22 – SEPARABILITY

22.1 If any provision of this Agreement is held unlawful or invalid by any court of competent jurisdiction or through governmental regulation or decree, the Employer and the Union shall enter into immediate collective bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement.

ARTICLE 23 – COMPLETE AGREEMENT

23.1 This Agreement cancels and supersedes all previous agreements between the parties, whether written or oral, express or implied. Past practice shall not be binding upon either the Union or the Employer.

23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after 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 and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 24 – DURATION

This Agreement shall become effective upon ratification by the membership of the bargaining unit and shall remain in full force and effect to and including the 30th day of June, 2023, unless either Party gives the other written notice by April 1, 2023 of its desire to change or modify the Agreement. After receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the designated expiration date, this Agreement shall terminate unless both Parties mutually agree to extend the Agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective November 7, 2019, the date of ratification.

VALLEY MEDICAL CENTER



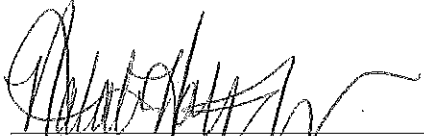
Richard D. Goodman, CEO

SEIU HEALTHCARE 1199NW

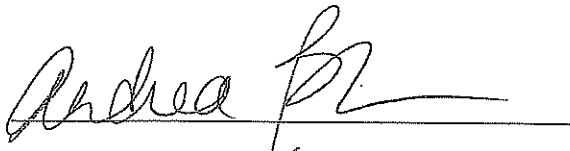


Jane Hopkins, RN, SEIU Healthcare 1199NW
Executive Vice President

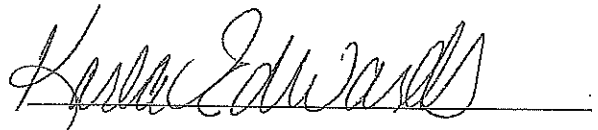
SEIU HEALTHCARE 1199NW



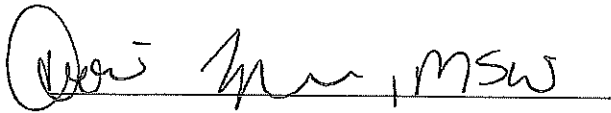
Natalie Holtzinger-Cruz, SEIU Healthcare
1199NW, Lead Organizer



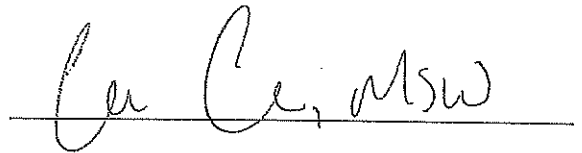
Andrea Bloom, MSW ED CM, Outcomes Management



Karla Edwards, DCP, Outcomes Management



Dori Taylor, MSW, Outcomes Management



Laura Cole, MSW, Medical Social Worker, Palliative Care



Jessie Brown, MSW, Inpatient Social Worker

APPENDIX A – 2019 Wage Rates

Position Title	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22
Case Manager	31.70	32.65	33.63	34.64	35.68	36.75	37.85	38.99	39.57	40.17	40.77	41.38	42.00	42.00	42.63	43.27	43.92	44.58	44.58	45.25	45.92	46.61	48.01
Supportive and Palliative Care Specialist	31.70	32.65	33.63	34.64	35.68	36.75	37.85	38.99	39.57	40.17	40.77	41.38	42.00	42.00	42.63	43.27	43.92	44.58	44.58	45.25	45.92	46.61	48.01

APPENDIX B
TEN HOUR SHIFTS

1. These terms apply to Non-Exempt Status Employees scheduled to work a ten hour shift (this Appendix does not apply to employees working shifts of other lengths who work a combined 10 hours or to Exempt Status Employees).
2. **Work day.** The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid rest breaks.
3. **Work Period Overtime Pay.** Employees who work in excess of ten (10) hours in any day or in excess of (40) hours during a seven (7) day work week period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. If an employee works more than three (3) hours beyond the end of a ten (10) hour shift, all overtime hours after completion of the 12th hour will be paid at the rate of two times (2x) the regular rate of pay.
4. **Holiday Pay.** When a holiday falls on a scheduled day off due to a unit or clinic closure or rotation of holiday schedule, full-time ten (10) hour shift employees shall receive straight time pay for a ten (10) hour shift. A .9 FTE will be considered as a full-time employee. Holiday pay for part-time employees will be prorated based on FTE and being scheduled to work a ten hour shift. To be eligible to receive pay for a holiday not worked, an employee must work the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday, except for bona fide illness or with approval of such absence.
5. **Pay for Holiday Worked for 10 hour Shifts.**
 - 5.1 Employees working on a holiday will be paid one and one-half (1-1/2) times the regular rate of pay for hours worked during a 10 hour shift; two (2) times the regular rate of pay for any hours worked in excess of the employee's 10 hour shift; and holiday pay at straight time for the 10 hour shift.
 - 5.2 Holiday pay for employees working the night shift shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday. Effective upon notice to the Union by the Employer within 90 days of ratification of this Agreement and for the rest of the term of this Agreement, holiday pay for employees working the night shift shall be given for hours worked between 11pm the night preceding the designated calendar date for the holiday and 11 pm on the designated calendar date for the holiday. (See examples under Article 10.6)

APPENDIX C
TWELVE HOUR SHIFTS

1. These terms apply to Non-Exempt Status Employees scheduled to work a twelve hour shift (this Appendix does not apply to employees working shifts of other lengths who work a combined 12 hours or to Exempt Status Employees).
2. **Work day.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid meal period and three (3) fifteen (15) minute paid rest breaks.
3. **Work Period Overtime Pay.** Employees who work in excess of twelve (12) hours in any day or in excess of (40) hours during a seven (7) day work week period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. If an employee works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime after completion of the 12th hour will be paid at the rate of two times (2x) the regular rate of pay.
4. **Holiday Pay.** When a holiday falls on a scheduled day off due to a unit or clinic closure or rotation of holiday schedule, full-time twelve (12) hour shift employees shall receive straight time pay for a twelve (12) hour shift. A .9 FTE will be considered as a full-time employee. Holiday pay for part-time employees will be prorated based on FTE and being scheduled to work a twelve hour shift. To be eligible to receive pay for a holiday not worked, an employee must work the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday, except for bona fide illness or with approval of such absence.
5. **Pay for Holiday Worked for 12 hour Shifts.**
 - 5.1 Employees working on a holiday will be paid one and one-half (1-1/2) times the regular rate of pay for hours worked during a 12 hour shift; two (2) times the regular rate of pay for any hours worked in excess of the employee's 12 hour shift; and holiday pay at straight time for the 12 hour shift.
 - 5.2 Holiday pay for employees working the night shift shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday. Effective upon notice to the Union by the Employer within 90 days of ratification of this Agreement and for the rest of the term of this Agreement, holiday pay for employees working the night shift shall be given for hours worked between 11pm the night preceding the designated calendar date for the holiday and 11 pm on the designated calendar date for the holiday. (See examples under Article 10.6)

MEMORANDUM OF UNDERSTANDING ONE
Labor-Management Healthcare Benefits Committee

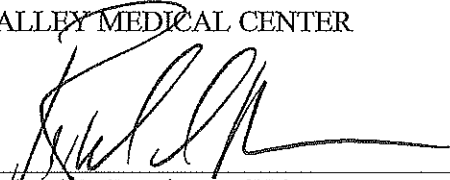
This is a Memorandum of Understanding (“MOU”) between VALLEY MEDICAL CENTER (“VMC”) and the following unions: SEIU HEALTHCARE 1199NW (“SEIU”) representing its RN, Service, LPN, and Case Management bargaining units; the UNITED FOOD AND COMMERCIAL WORKERS LOCAL 21 (“UFCW”) representing its Professional Technical and Pharmacy bargaining units; the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8 (“OPEIU”) representing its Office and Professional Services bargaining unit; and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 (“IUOE”) (the Unions); collectively the “Parties”.

The Parties have been involved in discussions regarding healthcare benefits through a Labor-Management Healthcare Benefits Committee (“Committee”). This Committee has produced recommendations designed to result in a better healthcare program to encourage overall employee wellness. The Parties wish to continue such Committee meetings and continue to develop jointly agreed upon recommendations. VMC and each Union member agrees as follows:

1. The Parties will continue to meet at least quarterly through December 31, 2023 or until such time as any Party to this Agreement withdraws from participation whichever occurs first. Withdrawal by any of the Union participants or VMC must be in writing and shall automatically terminate this MOU.
2. There will be no more than thirteen participants on the Committee - four from VMC and nine total from the Unions unless otherwise agreed to by each of the Parties. There will be two Co-Chairs, one chosen by VMC and one by the Union participants. Outside experts may be requested to attend by agreement of the Parties.
3. The intent of the Committee is to reach a joint recommendation on a comprehensive plan for the medical benefits and wellness program for the 2020, 2021, 2022 and 2023 plans which may include but is not limited to, changes resulting in cost management, lower utilization, better benefit coverage, and chronic disease management. The Parties agree that any joint recommendation regarding the wellness components of the healthcare plan will include consideration of increasing wellness activities in order to qualify for better participant plan components.
4. By August 31st of each calendar year the Parties will reduce to writing any proposed joint Committee recommendation for changes to VMC’s medical benefits and wellness program for the subsequent year. Upon mutual agreement by each of the Parties, the deadline for recommendations may be extended to no later than September 30th of the calendar year. To become a formal recommendation that can be acted upon, the recommendation must be signed by each of the Parties and the written document must be titled “Yearly Recommendation(s) For Year [add specific year]” (“Yearly Recommendation”). The Parties may seek approval from their respective memberships or executives before determining if that Party will sign the proposed joint Committee recommendation.
5. VMC will implement any written and signed Yearly Recommendation for a specific year produced by the Committee by August 31st of the prior year.
6. If the Parties cannot reach agreement on a Yearly Recommendation by August 31st for any year, the terms of each Union member’s collective bargaining agreement, in effect during the year for which there is no agreed upon implemented Yearly Recommendation, will dictate the terms of the medical benefits and wellness program for those bargaining unit members.

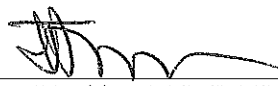
7. Nothing in this MOU will supersede agreed upon terms in each Union's current collective bargaining agreement with VMC however VMC and each individual Union agree that the terms of any implemented Yearly Recommendation will not be subject to bargaining during any successor collective bargaining contract negotiations with an individual Union unless VMC and the individual Union agree in writing to open the implemented Yearly Recommendation to bargaining.

VALLEY MEDICAL CENTER



Richard D. Roodman, CEO

SEIU HEALTHCARE 1199NW



Jane Hopkins, RN, SEIU 1199NW Executive
Vice President

MEMORANDUM OF UNDERSTANDING TWO

Equity, Diversity & Inclusion Committee

This is a Memorandum of Understanding between Public Hospital District No. 1 of King County, d/b/a/ Valley Medical Center (“VMC”) and SEIU Healthcare 1199NW (“SEIU” or “Union”); collectively the “parties”.

VMC and SEIU have a shared interest in an increased focus on solutions of issues related to equity, diversity and inclusion in the workplace. VMC, in collaboration with the other UW Medicine entities is committed to the execution of the UW Medicine Healthcare Equity, Diversity and Inclusion (EDI) Blueprint. The 2017-2021 UW Medicine Healthcare EDI Blueprint has three Strategic Objectives:

- Increase diversity, increase cultural humility, and reduce implicit bias in the healthcare workforce.
- Engage the communities we serve as partners in assessing and addressing healthcare equity.
- Deploy targeted quality improvement and healthcare services to meet the needs of marginalized populations.

In June 2019, VMC launched the VMC EDI Committee, with the purpose of focusing on the first of the three strategic objectives. Several SEIU members are already members of the committee. In addition, VMC and SEIU agree to further collaborate to meet our shared interests in this work as set forth in this MOU.

For the duration of the collective bargaining agreement VMC and SEIU agree to the following:

- 1) Effective upon execution of this MOU, SEIU will appoint one (1) additional SEIU bargaining unit member to the VMC EDI Committee and may appoint a second additional SEIU bargaining unit member to the VMC EDI Committee provided that the total number of Committee members from SEIU bargaining units does not exceed seven.
- 2) All VMC EDI Committee members will receive 8 hours (1 full day or 2 half days) of training on increasing skills of cultural awareness and recognizing implicit bias. Such training will be on paid time for the Committee members.
- 3) Human Resources, in consultation with the VMC EDI Committee, will report to SEIU bargaining unit Labor Management Committees on the work of the VMC EDI Committee.

VALLEY MEDICAL CENTER



Richard D. Roodman, CEO

SEIU HEALTHCARE 1199NW



Jane Hopkins, RN, SEIU Healthcare 1199NW
Executive Vice President

MEMORANDUM OF UNDERSTANDING THREE

Retirement Plan Automatic Enrollment

Effective January 1, 2020, the Employer will begin automatically enrolling new bargaining unit employees into its House-Wide 403B Retirement Plan ("Plan") at an initial employee contribution level of 2% of eligible compensation in accordance with the terms of the Plan. New employees will be provided with notice of the automatic enrollment at the time of hire and will be given an opportunity to opt out of enrollment. Any employee who is automatically enrolled may at any time change the employee's contribution rate or choose to opt out of enrollment, in accordance with the terms of the Plan. Automatic enrollment of new employees is an initial enrollment option only, and in all other respects the terms of the Plan shall govern.

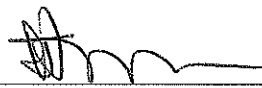
By December 31, 2020, the Employer will send a notice to current bargaining unit employees who at the time of ratification of this Agreement were not enrolled in the Plan and who have not ended their enrollment in the previous two years. This notice will inform those employees that automatic enrollment will occur unless the employee opts out and provide the employee the opportunity to opt out of enrollment. If the employee does not opt out of enrollment, the employee will, by January 1, 2021, be enrolled in the Plan at an initial employee contribution level of 2% of eligible compensation in accordance with the terms of the Plan. Any employee who is automatically enrolled may at any time change the employee's contribution rate or choose to opt out of enrollment, in accordance with the terms of the Plan. Automatic enrollment of new employees is an initial enrollment option only, and in all other respects the terms of the Plan shall govern.

VALLEY MEDICAL CENTER

SEIU HEALTHCARE 1199NW



Richard D. Roodman, CEO



Jane Hopkins, RN, SEIU 1199NW Executive
Vice President

MEMORANDUM OF UNDERSTANDING FOUR

Exempt Status Employees

The parties agree that this MOU outlines certain terms and conditions of employment for Exempt Status Employees under this Agreement. Except as otherwise noted, this MOU does not alter or supersede the terms of the Agreement.

1. Exempt Status Employees will be paid an annual salary in accordance with the Employer's regular payroll practices and procedures applicable to salaried exempt employees. An Exempt Status Employee's annualized salary will be equivalent to the applicable Appendix A hourly base wage rate, multiplied by 2080, and then prorated by the employee's budgeted FTE. For example, an Exempt Status Employee who is budgeted as a 1.0 FTE would receive salary equivalent to: [the applicable Appendix A base wage rate] X 2080 X 1.0. An Exempt Status Employee who is budgeted as a .6 FTE would receive salary equivalent to: [the applicable Appendix A base wage rate] X 2080 X .6.


2. Exempt Status Employees are not eligible to receive overtime (Section 7.3), weekend differential (Section 8.6), or shift differential (Section 8.7). Sections 7.4.2-7.4.3, Rest Periods and Section 7.6, Rest Between Shifts do not apply to Exempt Status Employees. Section 7.7, Low Census does not apply to Exempt Status Employees, provided that the Employer may adjust Exempt Status Employees' work schedule or hours to account for changes in census conditions. Appendix B, Ten Hour Shifts and Appendix C, Twelve Hours Shifts do not apply to Exempt Status Employees.

3. Effective July 1, 2020, Exempt Status Employees are eligible to receive certification pay pursuant to Sections 8.8-8.8.3. An Exempt Status Employee who meets all necessary requirements will receive certification pay at an annualized rate equivalent to \$1.00 per hour, multiplied by 2080, and then prorated by the employee's budgeted FTE. Such certification pay will be provided for those periods of time during which the Exempt Status Employee meets all necessary requirements and will be paid in accordance with the Employer's regular practices and procedures for paying certification pay to salaried, exempt employees.


4. Work schedules and hours will be determined by the Employer. Exempt Status Employees may be required by the Employer to work variable hours and schedules without additional compensation. No provision of Article 7, Hours of Work-Overtime or Article 8, Classification and Rates of Pay, will be interpreted to restrict the hours and scheduling of an Exempt Status Employee or to provide for compensation for time worked in addition to an Exempt Status Employee's salary. Exempt Status Employees may for administrative purposes be required to track their time worked, use of vacation, sick leave or other contractual or statutory leaves of absence.

5. Exempt Status Employees will receive holiday pay for worked and unworked holidays in accordance with Sections 10.2-10.3, but are not eligible to receive premium or overtime rate pay for time worked on a holiday under Section 10.3.

VALLEY MEDICAL CENTER


Richard D. Roodman, CEO

SEIU HEALTHCARE 1199NW


Jane Hopkins, RN, SEIU 1199NW Executive Vice President

MEMORANDUM OF UNDERSTANDING FIVE
Transition to Non-Exempt Status

The parties agree that the following terms will govern the transition of certain employees from exempt status to non-exempt status. This MOU will expire of its own accord without further action by either party upon the expiration of this 2019-2023 Agreement.

1. Upon ratification of this Agreement, all employees will initially retain the non-exempt or exempt status they held on the ratification date. Specifically, legacy ERIT Counselors will be Non-Exempt Status Employees while the remaining bargaining unit employees will be Exempt Status Employees.

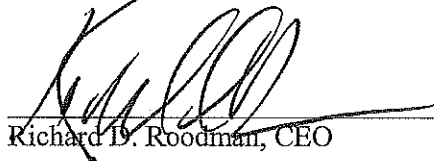
2. Effective the first full pay period following July 1, 2020, all Exempt Status Employees will be reclassified by the Employer as Non-Exempt Status Employees, with the exception of Palliative Care Specialists and Case Managers who are employed in the Palliative Care and Midwives departments. Palliative Care and Midwives employees will remain Exempt Status Employees.

3. Effective July 1, 2020, remaining Exempt Status Employees will be eligible to receive certification pay in accordance with Sections 8.8-8.8.3 and MOU Four, Paragraph 3.


4. During the time period between ratification of this Agreement and July 1, 2020, the parties shall use the Labor/Management Committee to engage in a change process to discuss the impacts of the transition of employees from exempt to non-exempt status. While the Labor/Management Committee functions in an advisory capacity, the goal of the change process is to identify consensus recommendations to management related to the transition of employees from exempt to non-exempt status. While the structure of the change process – including agendas and the timing, length and frequency of meetings – will be determined by the co-Chairs of the Labor/Management Committee, it is the parties' understanding that the change process will be conducted expeditiously and may involve meetings that do not follow a regular Labor/Management Committee schedule.

VALLEY MEDICAL CENTER

SEIU HEALTHCARE 1199NW



Richard B. Roodman, CEO



Jane Hopkins, RN, SEIU 1199NW Executive Vice President

MEMORANDUM OF UNDERSTANDING SIX

Wage Schedule Transition Process

The parties agree that the following process will be used to create a new Wage Schedule and place employees who are employed as of the ratification of this Agreement onto that new Wage Schedule. This MOU will expire of its own accord without further action by either party upon the expiration of this 2019-2023 Agreement.

1. Effective the first full pay period following ratification of this Agreement, all employees will receive a three percent (3%) increase to their hourly base wage rate equivalent, as set forth in Exhibit 1 to this MOU. This hourly rate will be each employees' Transitional Hourly Rate.

2. Next, all employees will be placed on the Wage Schedule at that step which is closest to but not less than their Transitional Hourly Rate. Employees whose Transitional Hourly Rate is greater than the top step of the Wage Schedule will retain that Transitional Hourly Rate as their base wage rate. The Wage Schedule is included with this MOU as Exhibit 2.

3. After taking the above steps, the Wage Schedule will become the Appendix A Wage Schedule, to be applied in accordance with the terms of Article 8 – Classification and Rates of Pay. Each employee's assigned step (or hourly rate above the top step of the Wage Schedule) will be the employee's base wage rate. Subject to modification only as set forth in Paragraph 4 below, each employee's assigned step will be the employee's experience for purposes of the Wage Schedule and application of Article 8. Employees who are assigned a base wage rate higher than the top step of the Appendix A Wage Schedule will be considered to have been assigned to the top step of the Appendix A Wage Schedule.

4. After the above steps are completed, there will be a one-time, exclusive process to adjust eligible individual employees' Wage Schedule step placement ("Step Adjustment Process").

4.1 Employees are eligible to participate in the Step Adjustment Process if their Wage Schedule step placement is lower than their Total Experience, as set forth in Exhibit 3 to this MOU, (and the employee has not been assigned an base wage rate above the top step of the Wage Schedule) ("Eligible Employees").

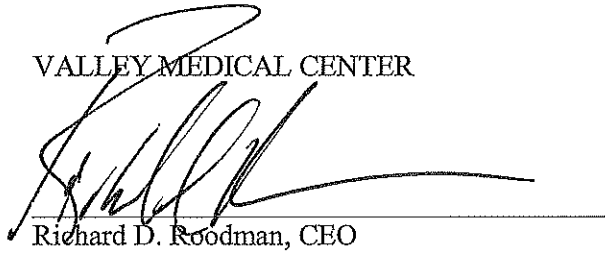
4.2 If an Eligible Employee's step placement is lower than their Total Experience, the employee will receive a step advancement for each full year of Total Experience in excess of the employee's step placement. Step advancements will be made on the following schedule:

4.2.1 An Eligible Employee receiving one or more step advancements will receive the first step advancement effective the first payroll period following January 1, 2020.

4.2.2 An Eligible Employee receiving two or three step advancements will receive the second and third (if applicable) step advancement(s) for which they are eligible effective the first payroll period following July 1, 2020.

4.2.3 An Eligible Employee receiving more than three step advancements will receive the remaining step advancement(s) for which they are eligible effective the first payroll period following July 1, 2021.

VALLEY MEDICAL CENTER



Richard D. Roodman, CEO

SEIU HEALTHCARE 1199NW

Jane Hopkins, RN, SEIU 1199NW Executive
Vice President

Exhibit 2 to Memorandum of Understanding Six - Wage Schedule Transition Process

Appendix A Wage Schedule:

Step	Base Wage Rate
Base	\$31.70
Step 1	\$32.65
Step 2	\$33.63
Step 3	\$34.64
Step 4	\$35.68
Step 5	\$36.75
Step 6	\$37.85
Step 7	\$38.99
Step 8	\$39.57
Step 9	\$40.17
Step 10	\$40.77
Step 11	\$41.38
Step 12	\$42.00
Step 13	\$42.00
Step 14	\$42.63
Step 15	\$43.27
Step 16	\$43.92
Step 17	\$44.58
Step 18	\$44.58
Step 19	\$45.25
Step 20	\$45.92
Step 21	\$46.61
Step 22	\$48.01

SIDE LETTER OF UNDERSTANDING

K. Edwards Credentialing

This Side Letter of Understanding addresses the application of minimum required credentials for the Case Manager position adopted in November 2019 to employee Karla Edwards.

Valley Medical Center (VMC) has adopted a revised job description for the Case Manager position, which includes employees formerly classified as Social Workers. Under this new job description, the minimum required credentials for the Case Manager position include (1) a Masters in Social Work (MSW) degree and (2) licensure as a Licensed Independent Clinical Social Worker (LICSW) required within four years of employment (or the ratification of the parties 2019-2023 CBA).

One bargaining unit employee, Karla Edwards, does not have an MSW (and cannot, therefore, obtain an LICSW without first obtaining an MSW).

VMC and SEIU Healthcare 1199NW (SEIU) (together the "Parties") engaged in effects bargaining to address the impact of the new required credentials on Ms. Edwards.

The Parties reached mutual agreement and, therefore, agree that the following terms will apply exclusively to Ms. Edwards and to the application of the MSW and LICSW requirements to her:

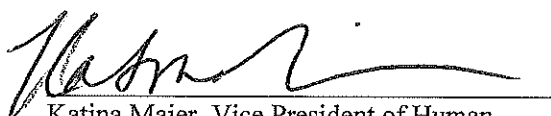
1. Ms. Edwards will be allowed to maintain her current Case Manager position without obtaining an MSW or LICSW (referred to in this Side LOU as "grandfathered credentials").

2. Upon notice to SEIU and Ms. Edwards, VMC may reopen the effects bargaining over Ms. Edwards grandfathered credentials in the event that any changed circumstances, including changes to the legal, regulatory, licensing, contractual, or insurance landscape, would prohibit work by Case Managers without an MSW and/or LICSW, would meaningfully reduce the amount of work available to Case Manager's without an MSW and/or LICSW, or would affect the payment or reimbursement that VMC could receive for work performed by a Case Manager without an MSW and/or LICSW. The Parties agree to use their best, good faith efforts to conclude the reopened effects bargaining within 60 days.

The Parties agree that this Side LOU pertains only to the credentials identified and does not affect the application of any other requirements of Ms. Edward's position or otherwise affect the course of her future employment. The Parties Agree that this Side LOU does not alter any terms of the Parties' CBA. The Parties agree that this Side LOU does not establish any past practice, is not precedent setting, and cannot be used by either Party to establish or argue for any interpretation of the Parties' CBA or for any past practice.

VALLEY MEDICAL CENTER

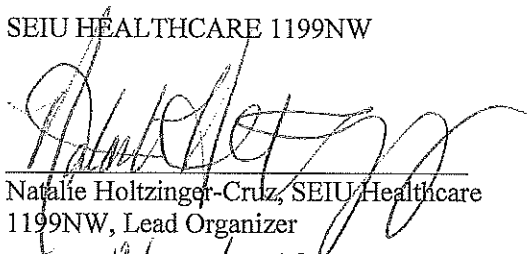
SEIU HEALTHCARE 1199NW



Katina Maier, Vice President of Human Resources

Date:

12/6/2019



Natalie Holtzinger-Cruz, SEIU Healthcare 1199NW, Lead Organizer

Date:

12/05/2019

