

**EMPLOYMENT AGREEMENT**

**by and between**

**ASTRIA TOPPENISH HOSPITAL**

**and**

**SEIU HEALTHCARE 1199NW**

**LPNs**

**December 7<sup>th</sup>, 2021 to December 31<sup>st</sup>, 2024**

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## EMPLOYMENT AGREEMENT

by and between

ASTRIA TOPPENISH HOSPITAL

and

SEIU HEALTHCARE 1199 NW

This Agreement is between Astria Toppenish Hospital (hereinafter referred to as the "Hospital" or "Employer") and the SEIU Healthcare, 1199 NW (hereinafter referred to as the "Union"). The purpose of this Agreement is to provide improved patient care by promoting equitable employment relations and conditions.

### ARTICLE 1 - RECOGNITION

The Hospital recognizes the Union as the exclusive bargaining representative for all Licensed Practical Nurses ("LPN(s)") employed by the Hospital with respect to rates of pay, hours of work, and other conditions of employment, excluding supervisors as defined in the National Labor Relations Act, and all other employees.

### ARTICLE 2 - NONDISCRIMINATION

2.1 There shall be no discrimination against any individual with respect to compensation or terms and conditions of employment because of race, color, national origin, religion, age, sex, handicap, or any other basis prohibited by law. Discrimination that results from sexual harassment shall be considered discrimination under this Article.

2.2 All complaints alleging any form of discrimination or sexual harassment shall be submitted directly to the Hospital Administrator, Human Resources. A meeting with the LPN, if requested by the LPN or the Union, will be held within fifteen (15) calendar days of the receipt of the request. Prior to the conclusion of the meeting, a reasonable effort will be made to resolve the LPN's complaint. If, however, a satisfactory solution cannot be reached, the Administrator or the designated representative will communicate in writing, within seven (7) calendar days, the position of the Hospital to the complainant and the Union. If no meeting is conducted, the Hospital shall advise the employee and the Union in writing within fifteen (15) calendar days of receiving the complaint of the Hospital's position. If the complaint is not satisfactorily resolved under this section it shall not be subject to arbitration pursuant to Article 17, Step 4 of this Agreement.

### ARTICLE 3 - MEMBERSHIP/PAYROLL DEDUCTION

3.1 All LPNs who are now members of the Union in good standing and all LPNs who voluntarily become members hereafter shall maintain their membership in the Union for the

duration of the Agreement, by paying the periodic dues uniformly required as a condition of Union membership.

3.1.1 New Hires and Current Non-Members. LPNs who are not members of the Union on the date this Agreement is ratified and LPNs hired after the effective date of this Agreement shall have ninety (90) days from the date of ratification or their date of hire, whichever is later, to notify the Union in writing by certified mail of their intention not to join the Union. Such notice must be postmarked during the ninety (90) day period and sent to the Union's office with a copy sent to the Employer's Human Resources Department. In the event a current non-member or newly hired LPN fails to exercise this option within such ninety (90) day period, then that LPN shall be required to become and remain a Union Member in good standing within sixty (60) days from the end of the ninety day period following the date of ratification or date of hire for newly hired LPNs.

3.1.2 Membership in Good Standing. Maintenance of membership in good standing is defined for purposes of this Article 3 as the tendering of Union dues or agency fees on a timely basis. The Union shall notify the Employer in writing of any LPN who has failed to become or maintain membership in good standing as required by this Article 3. The Employer shall, within thirty (30) days after receipt of such written notice from the Union, discharge any LPN who has failed to comply with the requirements of this Article 3 and such discharge shall be deemed for just cause.

3.1.3 Hold Harmless. The Union agrees to defend, indemnify, and hold the Employer harmless against any and all claims, suits, orders, or judgments brought against the Employer, as a result of the Employer's discharge of an LPN in accordance with the provision of this Article 3.

Payroll Deduction. The Hospital will deduct an amount equal to the Union's uniform monthly dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Hospital, dues deductions will be transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to cover deductions.

#### ARTICLE 4 - UNION REPRESENTATION

4.1 Contract. The Union shall distribute a copy of this Agreement to each LPN presently employed and to all newly-hired LPNs. Copies of the Agreement shall be provided to the Hospital by the Union. The cost of printing such Agreement shall be the responsibility of the Union.

4.2 Bulletin Board. The Hospital shall provide bulletin board space for posting of notice of Union activities. Such materials will be signed by the designated Local Representative, and a copy will be given to the Human Resources Director or designee prior to the posting.

4.3 Meeting Facilities. The Union shall be permitted to use Hospital facilities for educational or Union business, other than voting meetings of the local unit, with or without the Union's staff

present, provided significant advance request for the meeting has been made to a designated Hospital Administrator and space is available.

4.4 Designated Delegate /Representative. LPNs may select a delegate/representative from among the LPNs in the bargaining unit. A delegate/representative will only be recognized by the Employer upon written notification of official designation from the Union. Unless otherwise agreed to by the Employer, the investigation of grievance and other Union business shall be conducted only during nonworking time in non-patient care areas and shall not interfere with patient care or the work of other employees.

4.5 Rosters. The Employer shall provide the Union with a list of new hires and terminations each month. The list will specify the name, address, phone number, employment status, rate of pay, and date of hire of all newly-hired LPNs, and the date of termination of terminated LPNs. Delivery of roster information to the Union shall be by U.S. or electronic mail.

4.6 Union's Executive Board. The Hospital will make a good faith effort to schedule off from work a Union Delegate or LPN who serves on the Union's Executive Board, so that the employee may attend designated Executive Board meetings. The Hospital also will make a good faith effort to schedule off from work one Union Delegate up to one day per month to attend official Union meetings, conventions, and seminars. Requests for such scheduling must be made as early as possible once the date for the event has been established and shall not be unreasonably denied. Such scheduled time off is without pay by the Hospital.

4.7 Notification and Orientation. The Hospital shall provide fifteen (15) minutes at the end of new LPN orientation for the local unit representative to introduce new LPNs to the Union and the Union's contract. The Union is responsible for providing new LPNs with a copy of the Collective Bargaining Agreement. The Hospital will provide the local unit representative with the orientation schedule one week in advance.

#### EMPLOYMENT STATUS AND PRACTICES

5.1 Probationary Status. The first three (3) months of continuous employment shall be a probationary period. After three (3) months of continuous employment, the LPN shall be considered a regular employee, unless specifically advised by the Hospital in writing of an extended probationary period not to exceed an additional three (3) months. Probationary extensions beyond a six (6) month timeframe may only be granted for per diem LPNs if they fail to work at least 520 hours in the preceding six (6) month period. During the probationary period, an LPN may be terminated without notice and without recourse to the grievance procedure. An employee shall attain regular status upon the completion of the probationary period.

5.2 Employment Status. Employment status of the LPN shall be determined as follows:

5.2.1 Regular Status. Regular status is held by all full-time and part-time LPNs upon completion of the probationary period.

5.2.2 Full-Time Status. Full-time status is held by all LPNs who regularly work forty (40) or more hours per work week, or eighty (80) or more hours per fourteen (14) day work period.

5.2.3 Part-Time Status. Part-time status is held by all LPNs who regularly work twenty (20) hours or more per work week. To maintain regular part-time status, the LPN must actually work twenty (20) hours or more per week on a regularly-scheduled basis.

5.2.4 Per Diem Status. Per diem status is held by LPNs who work less than twenty (20) hours per week on a regularly-scheduled basis; or LPNs who work on a nonregularly-scheduled basis.

5.2.4.1 Per Diem Compensation. Per diem LPNs shall receive a fifteen percent (15%) premium above the contract base rate of pay, plus shift differential, worked holiday premium, but shall not be eligible for any additional pay or benefits, with the exception of the 401(k) matching program.

5.2.4.2 Per Diem Compensation After Implementation of the Employer Mandated Healthcare Provision of the Affordable Care Act.

5.2.4.2.1 Per diem LPNs who on average work less than twenty-nine (29) hours per week each month shall continue to receive a fifteen percent (15%) premium above the contract base rate of pay, plus shift differential, worked holiday premium, but shall not be eligible for any additional pay or benefits, with the exception of the 401(k) matching program.

5.2.4.2.2 Per diem LPNs who on average work twenty-nine (29) or more hours per week each month will be offered enrollment in health insurance coverage to the extent required by the Affordable Care Act and the Hospital's Plan guidelines then in effect. If such per diem LPNs elects coverage, she or he shall, in addition to such health insurance, receive a five percent (5%) premium above the contract base rate of pay, plus shift differential, worked holiday premium, but shall not be eligible for any additional pay or benefits, with the exception of the 401(k) matching program. If such per diem employee declines coverage, she or he shall receive a fifteen percent (15%) premium above the contract base rate of pay, plus shift differential, worked holiday premium, but shall not be

eligible for any additional pay or benefits, with the exception of the 401(k) matching program.

5.2.5 Regular LPNs reclassified to per diem status shall retain the prior increment level for pay purposes, plus the applicable premium pursuant to Subsection 5.2, except for shift differential, and worked holiday premiums. Per diem LPNs shall not accrue seniority.

5.3 Effective September 1, 2005, per diem LPNs shall begin to accrue time toward longevity step increases based upon completing 2080 hours of work. The Hospital will track per diem hours worked. Per diem LPNs will endeavor to notify the Hospital when their hours have reached the 2080 hours to be eligible for longevity step increases.

5.4 Resignation Notice by LPN. Regular LPNs are to give not less than three weeks' (21 days) written notice of intended resignation. Failure to provide such notice will result in the LPN being ineligible for rehire and the LPN shall forfeit all accrued PTO.

5.5 Discipline and Discharge. Discipline and discharge shall be for just cause. Regular status LPNs disciplined or discharged for just cause shall be entitled to utilize the provisions of the grievance procedure. Both the Hospital and the Union agree that a reasonable attempt shall be made to counsel LPNs prior to discharge for cause, but it is recognized that a LPN may be discharged for some conduct without counseling or previous notice.

5.6 Termination. A routine interview at termination is recommended and will be granted when requested by either the LPN or the Hospital.

5.7 Layoff and Recall. In all layoffs and reemployment, seniority shall be given preference if all other qualifications are equal as determined by the designee of the Hospital. The following order of layoff is established in the event such may occur:

- a. LPNs not regularly scheduled;
- b. New LPNs while on probation;
- c. Regularly scheduled LPNs in order of service, the one with the lowest seniority date being laid off first (the last hired is the first laid off), provided competency and ability are equal as determined by the Hospital, and operational requirements of the Hospital are met.

Seniority shall be determined from the records of the Hospital based upon the most recent date of hire with the Hospital. The LPN's individual record and seniority roster shall be available for the LPN's inspection at the Human Resources Department. All affected full-time and part-time LPNs will be given advance written notice of layoff or pay in lieu of notice (based on scheduled hours) at least fourteen (14) days prior the layoff.

An LPN shall be entitled to seniority after completion of the probationary period, whereupon seniority rights shall be retroactive to the employment date. Seniority shall not be reduced by paid sick leave, by industrial accident, nor leaves of absence granted by the Hospital, provided that such leaves are thirty (30) days' duration or less or are extended beyond thirty (30) days by mutual agreement.

Regular LPNs shall lose their seniority rights for one of the following reasons:

- a. Voluntary termination;
- b. Discharge for just cause;
- c. Failure to report from layoff within five (5) days after receiving notification; or
- d. Failure to keep the Hospital informed of current address while on layoff.

In the event of layoff, the names of such regular LPNs relieved from duty shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. An LPN shall be removed from the roster only upon reemployment or refusal to accept permanent work.

Employees on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the facility. These statements must be sent by certified mail to the Employer's Human Resources Department during the ten (10) day period following six (6) and (9) months of layoff respectively. If the employee (a) fails to meet this notification requirement by the specified dates or (b) fails to keep the Employer notified of a current mailing address and telephone number in writing, then the employee's name will be eliminated from the recall list. This will terminate the Employer's recall commitments.

When a vacancy is to be filled from the recall list, the order of reinstatement shall be in reverse order of layoff, and the first regular LPN on such list shall be the first reinstated, provided competency and ability are equal, as determined by the Employer, and operational requirements of the Hospital are met.

Upon reemployment from such register, the regular LPN shall have all previously accrued benefits and seniority restored.

5.7.1 Bumping. Employees who are laid off from their classification may, subject to Article 5, Section 11, Personnel Vacancies, select for a position from a listing of vacant positions on the same shift from which the employee was laid off within the facility. If no such position is available, then an LPN displaced from a position due to layoff may displace (bump) a less senior LPN that is within .4 FTE of the more senior LPN provided all other qualifications are equal as determined by the Employer.

5.7.2 Unit Closure. In the event an LPN's position is eliminated due to closure of the unit, Section 5.7 will apply.

5.7.3 New Roster. If a layoff is announced, a current roster will be provided to the affected LPNs, with a copy immediately provided to the Union, together with a listing of any vacant positions.

5.7.4 Notice of Layoff. The Hospital shall notify the Union of the layoff, eleven (11) days prior to the layoff except for unforeseeable conditions preventing such notice that are beyond the Employer's control.

5.8 Restructuring. Restructure means that the FTE complement (i.e., hours per day, hours per week or shift) of a unit is reconfigured or reduced. In the event of a restructure, the



Employer will meet with the affected employees to discuss the reconfiguration of the FTE's prior to the intended changes. Employees who are not assigned a position in the restructured unit will receive a listing of vacant LPN positions within the Hospital and either accept an open position or may choose to take layoff. If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine who will actually be laid off.

5.9 Personnel Information. Upon the written request of the LPN information in the LPN's personnel file will be made available to the LPN with the exception of reference verifications. Such information shall not be removed from the Human Resources office without express permission. LPNs shall be given the opportunity to provide a written response to any materials to be included in their personnel file.

5.10 Evaluations. Evaluations are to be completed annually. An LPN shall receive a copy of the evaluation upon request. LPNs shall be required to sign the evaluation for the purpose of acknowledging its receipt.

5.11 Personnel Vacancies. Currently employed LPNs shall be given consideration for all vacant LPN positions. When qualifications, skills, and ability are equal, seniority shall be the determining factor. When shift changes are being made and qualifications, skills, and abilities are equal, seniority shall be the determining factor among two (2) or more LPNs who have made a timely request.

5.12 Payroll Error. The Employer shall correct any payroll errors as soon as practicable. Typically, payroll errors in regularly scheduled hours of \$100 or more, due to the Hospital's error, are corrected by issuance of a check as soon as possible. Errors of less than \$100 are typically corrected in the next regularly scheduled paycheck. Employees are encouraged to immediately report payroll errors to their managers or designee.

5.13 General. Upon employment at Hospital, LPNs covered by this Agreement shall be subject to the provisions of Policy B.4: Substance Abuse Testing/Fitness for Duty, which includes provisions for pre-employment testing, reasonable cause testing, missing substance testing, and random testing.

5.13.1 Random Testing. The Hospital shall notify the Union, reasonably in advance, of the date and time at which randomization program is to be executed on the occasion of any random testing, and an Union Delegate shall be permitted to observe the execution of the randomization program.

5.13.2 When an employee is informed that the employee is to be tested pursuant to the Substance Abuse Policy, the employee shall be offered the opportunity of having an Union Delegate present during the testing, subject to the following: The Union Delegate must be of the same gender as the employee where the testing is performed on a urine sample. If the opportunity of having an Union Delegate present would unreasonably delay the testing in the circumstances which resulted in the testing, the Hospital shall conduct the testing in the absence of an Union Delegate.

5.13.3 Grievance/Arbitration. The Parties agree that the Union shall have the right pursuant to the Grievance and Arbitration provisions of Article 18 to assert a claim that the Hospital's administration of the Substance Abuse Policy in the testing of any employee is arbitrary, capricious, or discriminatory.

#### ARTICLE 6 - JOB CLASSIFICATIONS

6.1 Staff LPN. A Licensed Practical Nurse ("LPN") who is responsible for the direct nursing care of the patient, under direct supervision of a Registered Nurse.

6.2 Preceptor LPN. A preceptor is a regular full-time or part-time LPN who is selected by the Department Director to participate in the planning, organization, teaching, and evaluating the new skill development for another LPN, newly hired nurse, or nursing student (absent an onsite nursing instructor). Preceptors must demonstrate clinical expertise in patient care, communication and leadership skills, and interpersonal relationship skills, and must be able to teach these skills on a close one-to-one relationship with the precepting LPN. Preceptors are assigned by their Department Director to a designated LPN on a consistent basis. LPNs who are precepting will have those additional responsibilities considered in their work assignments and wherever possible will be consulted before the precepted LPN is expected to work independently on the assigned nursing unit. Preceptor pay will be paid to those who provide relief to the preceptor for a shift of eight (8) or more hours in duration. Preceptor assignments may be made for the training of experienced LPNs at the discretion of the Department Director.

#### ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Period. The basic work period shall be forty (40) hours within a seven (7) day period or eighty (80) hours in a fourteen (14) day period.

7.2 Work Day. The basic work day shall be eight (8) consecutive hours with a one-half (1/2) hour meal period on the LPN's time. If the LPN is not relieved of duties and is unable to leave the work unit, the meal period shall be paid by the Hospital, provided the LPN appropriately completes the Missed Meal Period Form. Other innovative work days may be utilized with mutual agreement between the Hospital and the individual LPN.

7.3 Regular Rate of Pay. The regular rate of pay shall be defined to include the LPN's hourly wage rate (Article 8/Appendix A), shift differential when the LPN is regularly scheduled to work an evening or night shift (Article 9), and the wage premium for per diem LPNs.

7.4 Overtime. All authorized work in excess of the basic work day exceeding eight (8) hours in duration or an innovative work day, or in excess of forty (40) hours per week or eighty (80) hours in a fourteen (14) day work period, shall be compensated at the rate of one and one-half (1 1/2) times the LPN's regular hourly rate of pay. Overtime shall be computed to the nearest one quarter (1/4) hour and shall be authorized by the Director of Nursing Services or designee. Both the Hospital and the Union concur that overtime shall be discouraged.

7.5 Weekends. The Hospital will schedule all regular full-time and part-time LPNs for every other weekend. When a regular full-time or part-time LPN works on the scheduled weekend off, all time worked on that weekend shall be paid at time and one-half the regular rate of pay. LPNs

who wish to trade weekends may do so when approved by nursing administration. This section shall not apply to LPNs who voluntarily agree to more frequent weekend duty. The weekend shall be defined for day and evening personnel as Saturday and Sunday, for night personnel the weekend shall be defined as Friday and Saturday night. It is understood that all LPNs have the obligation to work weekends as assigned. However, where operational needs of the Hospital can be met without agency or overtime, the Hospital will endeavor to schedule LPNs, who have requested not to work weekends to reduced weekend schedules.

7.6 Posting of Schedules. Work schedules shall be posted ten (10) days prior to the date on which the schedule is to be effective. Request for particular days off must be submitted in writing to nursing administration by the tenth (10th) of the month. Except for emergency conditions involving patient care and low census conditions, such schedules, once posted, shall not be changed unless the changes are mutually agreed to by the individual LPN involved and nursing administration.

7.7 Rest Periods. Rest breaks will be subject to state law and regulation except that LPNs will receive a rest period of fifteen (15) minutes (rather than 10) as near the middle of each four (4) hour half-shift as possible.

7.8 Report Pay. LPNs who report for work as scheduled and who are released from duty by the Hospital because of low census shall receive a minimum of three (3) hours' work at the regular rate of pay. This commitment shall not apply if the Hospital has previously made a good faith effort to notify the LPN at least one-and-one-half (1 1/2) hour in advance of the shift that no work is available or if the LPN has not provided the Hospital with a current telephone number. LPNs wanting to voluntarily waive their three (3) hour minimum can make their request in writing to their supervisor for consideration and final approval.

7.9 Rest Between Shifts. Each LPN shall have an unbroken rest period of at least nine and one-half (9 1/2) hours between shifts unless mutually agreed to between the LPN and the Hospital. All time worked within the nine and one-half (9 1/2) hour requirement shall be paid at one and one-half (1 1/2) times the regular rate. This section does not apply to a permanent shift change or to LPNs in on-call or call-back status.

7.10 Low Census. . The Hospital shall maintain its current practice with respect to Low Census On-Call/Standby, except as modified below and by Article 14 – Professional Meetings. In attempting to cover low census periods, the Hospital shall first ask for volunteers. If enough volunteers cannot be found, the low census time shall be implemented in the following order:

- a. Agency LPNs;
- b. Overtime, wherever possible;
- c. Return to authorized hours;
- d. Per diem LPNs;
- e. Mandatory reductions in hours worked by regular LPNs, rotated on an equitable basis, to the extent practicable.

7.10.1 Implementation of Low Census. The Hospital reserves the right to adjust the order of implementation of low census time based on required skill levels and operational

requirements of the Hospital.

7.10.2 Benefits During Low Census. LPNs who are assigned low census may use PTO, Low Census Time Off (for LPN's who join the bargaining unit after ratification of this Agreement), and Professional Meeting Time (subject to the provisions contained in Article 14 – Professional Meetings) during periods of low census. Full-time LPNs who work reduced schedules due to low census at the request of the Hospital shall not lose any benefits, nor shall the reduced schedule alter the LPN's anniversary date.

7.10.3 The parties agree to discuss issues of excessive low census in conference committee upon the reasonable request of either party, and the Hospital further agrees to provide data on all LPN low census hours in advance of the conference committee meeting.

7.10.4 Low Census Notification. The Hospital shall make a reasonable effort to notify LPNs at least one and one-half (1½) hours in advance of their regularly scheduled shift if the LPN is not required to report for work on that shift as a result of low census reductions. If placed on low census prior to the beginning of a scheduled shift, the LPN will be either low censused or may elect to be in an on-call status for the entire shift, or the LPN may elect to not remain on-call status for the entire shift, unless an alternative agreement is agreed to by the LPN and the Hospital.

7.11 The Hospital shall make a reasonable effort to notify LPNs at least one-and-one-half (1½) hours in advance of their regularly-scheduled shift of the cancellation of their regularly scheduled shift. LPNs who are readily available by telephone and are not notified at least one-and-one-half (1½) hours in advance of the shift and who report to work as scheduled shall receive report pay as provided in Section 7.8.

7.12 Rotation of Shifts. There shall be no regular rotation of shifts, except where mutually agreeable between the employee and the Employer, or except where necessary to provide adequate patient care.

7.13 Work on Day Off. LPNs will not be required to come in on their day off except in an emergency or by mutual agreement. Any .9 FTE and above LPN called in on her/his day off or time off shall be paid at time and one-half (1 1/2) the regular rate of pay for hours worked, provided the LPN works all regularly scheduled shifts that week except for low census, or come in from a vacation scheduled one month or more in advance.

7.14 Floating. An LPN will not be required to float for a minimum of two (2) months from date of hire or until completion of residency, whichever is longer. During the LPN's initial orientation to the Hospital each LPN will be scheduled up to four (4) hours on each unit to which the LPN may be required to float.

Provided that skills, competency, and ability to do the work are considered equal in the opinion of the Hospital, no regularly scheduled full-time or part-time LPN will be required to float if agency or non-guaranteed travelers, per diem, or overtime LPNs are being used on the LPN's unit unless

the LPN so agrees. Regularly scheduled full-time and part-time unit LPNs and guaranteed travelers will be floated in an equitable rotation based on who has floated most recently provided the needs of the unit to which the LPN is being floated and from which the LPN has been floated are met. No LPN will be expected to float if assigned to precept an LPN.

When an LPN is required to float within the Hospital, the LPN will receive a brief reorientation appropriate to the assignment. This orientation will be dependent on the LPN's experience and familiarity with the nursing unit to which the LPN has been floated. Such an orientation will be expected to include unit routines, physical layout of the unit, location of supplies/equipment, and charting requirements. The floated LPN will not be required to perform tasks and procedures or to operate equipment for which the LPN has not been trained.

To ensure safety of LPN, license and patient care. LPN's will have the correct competencies (to include de-escalation training) in place before floating to the Behavioral health Unit.

## ARTICLE 8 - WAGES

8.1 Wages. Wage increases and any other changes in compensation due under this Agreement shall occur on the first day after the pay period on or after the increase. The minimum hourly rates of pay for LPNs are set forth in Appendix A to this Agreement.

8.2 Longevity Steps. Step increases effective on the employee's anniversary date as set forth in the wage schedule and all other increases in compensation shall become effective the beginning of the pay period commencing on or immediately on or immediately after the contractually designated date, whichever occurs first.

8.3 LPN II. Initial Placement on Salary Schedule. Except as provided in section 8.4 below, LPNs shall be hired at the base rate of pay with the expectation that within their first year of employment they will meet the Hospital standard both clinical and didactic. The LPN will be given the opportunity to attend the Hospital based training program during this year. If the LPN does not qualify during the first year, the employee will stay at the base rate until he/she does qualify. Upon qualification after one (1) year, the LPN will move to step 1. his/her anniversary date for step purposes shall be adjusted to this date.

8.4 Experience Recognition. LPNs hired during the life of this Agreement shall be given full credit for recent experience when placed on the wage schedule. Recent experience shall be defined as experience as an LPN II in an approved health care setting as determined by the Hospital. It shall remain the prerogative of the Hospital to establish at what step in the schedule to place newly hired LPNs. Placement in the salary schedule based on previous experience has no impact on the accrual of benefits, determining seniority, or computing time for awards of recognition.

8.5 The Hospital may grant wage and benefit increases in excess of those specified in this Agreement.

8.6 Retention Bonus. All full-time and part-time LPN's on the payroll as of the date of ratification of this Agreement and remaining on the payroll as of February 1, 2022, are eligible to receive a one-time lump sum bonus of \$500, less applicable deductions, payable in the first full pay period after February 1, 2022.

All full-time and part-time LPN's on the payroll as of the date of ratification of the Agreement and remaining on the payroll as of December 31, 2022, are eligible to receive a one-time lump sum bonus of \$1,000, less applicable deductions, payable in the first full pay period after December 31, 2022.

#### ARTICLE 9 -SHIFT DIFFERENTIAL AND PREMIUM PAY

9.1 Shift Differential. The evening shift differential shall two be dollars and twenty-five cents (\$2.25) and the night differential shall be three dollars and twenty-five cents (\$3.25).

9.2 Standby (On-Call). LPNs placed on standby status shall be compensated at the rate of three dollars and fifty cents (\$3.50).

9.2.1 Holiday Standby. Standby hours on holidays identified in Section 10.6, shall be paid at the rate of four dollars (\$ 4.00) per hour.

9.3 Callback. Any time worked in callback from standby, including callback from low census standby shall be compensated at the rate of time and one-half (1 1/2) the regular rate. When called back, the LPN shall receive time and one-half pay for any time actually worked with a three (3) hour minimum.

9.4 Preceptor Pay. LPNs assigned by their Department Director as a preceptor shall receive a premium of one dollar and thirty-five cents (\$1.35) per hour.

9.5 In-service. LPNs shall be paid for time spent at required in-services at their regular rate of pay. Time spent on Hospital-sponsored committees shall be compensated at the regular rate of pay.

9.6 Weekend Premium. Any LPN working on the weekend shall receive three dollars (\$3.00) per hour for each hour worked on the weekend in addition to the LPN's regular rate of pay. This premium shall not apply to annual leave, sick leave or other hours paid but not worked.

The weekend premium shall not be considered a part of the regular rate of pay for overtime calculations.

ARTICLE 10 -PAID TIME OFF

10.1 Eligibility. Regular full-time and part-time LPNs are eligible to use Paid Time Off (“PTO”), to the extent accrued, after the first three (3) months of employment.

10.2 Accrual. Paid Time Off is accrued from the beginning date of employment according to the following schedule for full-time active LPNs as of the date of the ratification of this Agreement:

<u>Years of Service</u>	<u>8 Hr Days per Year (FT LPNs)</u>	<u>Hours per Year (FT LPNs)</u>	<u>Hours per Pay Period (FT LPNs)</u>	<u>Accrual Rate per Hour</u>
0 - 4 yrs	23	184	7.0769	.0885
4+ - 10 yrs	28	224	8.6154	.1077
10+ - 11 yrs	33	264	10.1538	.1269
11+ - 13 yrs	34	272	10.4615	.1308
13+ - 15 yrs	35	280	10.7692	.1346
15+ - 17 yrs	36	288	11.0769	.1385
17+ - 19 yrs	37	296	11.3846	.1423
19+ years	38	304	11.6923	.1462

LPNs who join the bargaining unit after ratification of the Agreement will accrue PTO in accordance with the following schedule:

<u>Years of Service</u>	<u>8 Hr Days per Year (FT LPNs)</u>	<u>Hours per Year (FT LPNs)</u>	<u>Hours per Pay Period (FT LPNs)</u>	<u>Accrual Rate per Hour</u>
0 - 4 yrs	20.7	165.5	6.36	.08
4+ - 10 yrs	25.2	201.6	7.75	.10
10+ - 11 yrs	29.7	237.6	9.14	.11
11+ - 13 yrs	30.6	244.8	9.42	.12
13+ - 15 yrs	31.5	252	9.69	.12
15+ - 17 yrs	32.4	259.2	9.97	.12
17+ - 19 yrs	33.3	266.4	10.25	.13
19+ years	34.2	273.6	10.52	.13

Part-time employees accrue a pro rata share of PTO based on regularly scheduled hours of work but not to exceed the full-time rate.

10.2.1 Maximum Accrual. LPNs are expected to use at least eighty (80) hours of PTO per year. It also is recommended that LPNs reserve at least fifty-six (56) hours of PTO to

cover emergencies. An LPN may not accrue more than one time his/her annual accrual level at any given time.

10.2.2 Accruals in Excess of the Maximum. If a LPN is unable to use sufficient PTO to bring her or his account below one year's accrual maximum because she or he has had two (2) or more PTO requests denied, the LPN may carry over those hours which were requested off into the following quarter or exercise the options under the PTO cash out provision as outlined in Subsection 10.9.

10.3 PTO Scheduling. An LPN desiring to utilize PTO shall request the desired PTO as far in advance as is reasonable, but not less than two (2) weeks before the schedule is posted. The LPN will be notified in writing a reasonable time before the requested PTO whether the PTO is approved. An LPN will be paid no more than the LPN's accrued PTO. In the case of conflicting requests for PTO, seniority shall prevail; however, seniority shall not affect previously approved PTO. LPNs requesting to schedule PTO over sixty (60) days in advance will be notified in writing at least thirty (30) days in advance of the requested PTO whether their request is approved. LPNs will be allowed to request a maximum of two (2) continuous weeks of PTO for vacation during prime time (June 1 through September 1).

10.4 Method of Payment. Paid Time Off (PTO) is paid at the LPN's base wage, including shift differential for personnel permanently assigned to evening or night shifts, excluding overtime, standby pay, and/or other premium pay or allowances.

10.5 Use of PTO. PTO may be used for excused absences including personal time off or illness. PTO must be used before requesting any unpaid time off.

10.6 Holiday Pay. LPNs required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, be paid at one and one-half (1 1/2) times their regular rate of pay for all hours worked on the holiday. Night LPNs shall receive holiday premium pay for the shift on which the majority of the hours worked fall on the holiday. In addition to holiday premium pay, regular LPNs may, at their option, claim pay from their accumulated PTO account in an amount not to exceed their regular scheduled hours.

10.7 Termination of PTO Pay. An LPN who leaves the employment of the Hospital after at least one (1) year of employment and after giving the required twenty-one (21) calendar days' written notice, as identified in this Agreement, shall be entitled to payment for any PTO benefits which have been accrued. Insufficient notice of resignation will result in forfeiture of all accumulated PTO.

10.8 PTO Donations. If an employee of the Hospital suffers a serious injury or illness, as determined by the Hospital, LPNs may donate PTO time to the sick/injured employee, provided the LPN retains at least forty (40) hours in his/her PTO bank and the sick/injured Employee has exhausted all of his/her accrued leave.

10.9 PTO Cash Out During Continued Employment. After one year of continuous employment, LPNs may cash out PTO at 85% of the value which shall be paid at the LPN's regular rate of pay at the time the request is made based on current company guidelines.



ARTICLE 11 - EXTENDED ILLNESS BANK

11.1 Accrual. Extended Illness Bank

LPNs shall accrue Earned Illness Bank (EIB) as follows:

Maximum Accrual: 1040 hours

<u>Accrual Rate</u>	<u>Hours Per Pay</u>	<u>8 Hours Days Per Year</u>	<u>Hours per Year</u>
009625	———.77	2.5	———20

11.1.2 Paid Sick Leave. Paid Sick Leave (PSL) is that bank of time accrued to provide LPNs with paid sick leave coverage required by the Washington State Paid Sick Leave Law, RCW49.46.200, et seq.

11.1.3 Effective Date. Paid Sick Leave will accrue beginning on the ratification date of this Agreement.

11.1.4 Paid Sick Leave (PSL) Accrual Rate. PSL is accrued by all LPNs at the hourly accrual rate of .025 hours for each hour worked. New LPN's will begin accruing PSL upon commencement of employment.

11.1.5 Paid Sick Leave (PSL) Rollover. PSL rollover is based on the calendar year. At the end of each calendar year an LPN may roll over up to a maximum of 40 hours of accrued and unused PSL into the next calendar year. Hours not rolled over shall be transferred to the LPN's EIB balance unless the LPN is not eligible to accrue EIB or has met or exceeded the maximum EIB accrual, in which case the PSL hours not rolled over shall be removed from the LPN's account.

11.1.6 Use of Paid Sick Leave (PSL). PSL may be used, to the extent accrued and unused, beginning on the 90th day of employment. PSL may be used for the purposes and in the manner set forth in the Employer's policy regarding paid sick leave, consistent with the provisions of the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq., and for any purpose required by applicable law. When used, PSL is paid at the LPNs' base rate of pay, including shift differential for personnel permanently assigned to evening or night shifts, excluding overtime, standby pay, and/or other premium pay or allowances. PSL hours will not be cashed out.

11.1.7 Notice. If the need for PSL is foreseeable, the LPN must provide notice at least ten (10) days, or as early as practicable, in advance of the use of PSL. If the need for PSL is unforeseeable, the LPN must provide notice to his/her supervisor or designee as soon as possible before the scheduled start of the LPN's shift, unless it is not practicable to do so or a different notice period is required by applicable law. LPN's are expected to notify the Employer as set forth above each day of any unforeseeable absence.

11.2 Use of EIB. Upon completion of three (3) months of employment, EIB may be used beginning with the third consecutive day missed due to an illness of the LPN, and immediately

upon occurrence of an on-the-job injury and immediately for invasive surgeries performed in a doctor's office with resultant time loss. EIB may be accessed immediately on the first full complete shift missed by LPNs who have more than fifty percent of their maximum leave accrual in their leave bank. EIB may also be used in accordance with and subject to the FMLA and the Washington Family Medical Care Act (RCW 49.265-295) as these laws may be amended from time to time or other applicable law or regulation.

11.3 Proof of Illness. The Hospital reserves the right to require reasonable proof of illness.

11.4 Recurrent Illness. An employee who returns from EIB and needs to be absent again within ten (10) calendar days for the same condition may continue with EIB pay.

11.5 Notification of Absence from Work. An LPN who works the first (day) shift shall notify the Employer at least two (2) hours in advance of the LPN's scheduled shift if the LPN is unable to report for duty as scheduled. LPNs working the second (evening) and third (night) shift shall notify the Hospital at least three (3) hours in advance of the LPN's scheduled shift if the LPN is unable to report for duty as scheduled. The LPN must notify the Hospital each day of absence if the LPN is unable to work unless prior arrangements have been made with supervision.

## ARTICLE 12 - HEALTH AND WELFARE

12.1 At the time of employment and annually thereafter, the Hospital shall arrange for LPNs to take a TB skin test at no cost to the employee. In the event of a positive reaction to this test, the Hospital will arrange for a chest X ray and annually thereafter as is required, at no cost to the LPN. In the event the results of a test are negative, the Employer will provide an MMR immunization at no cost. Upon receipt of an appropriate order, routine blood examination and urinalysis will be provided at no cost to the employee once each year. Pre-employment lab work will be provided at no cost to the employee.

12.2 All LPNs will be permitted routine blood examinations, urinalysis, mammograms, baseline prostate exams, pap smears, and herpes tests annually without cost upon order of attending physician.

12.3 Health Benefits. Effective one (1) month after hire or date following change to benefits eligible, all full-time and part-time LPNs shall be eligible for coverage under the Hospital's health benefit program providing medical, dental, and vision benefits, subject to specific plan eligibility requirements. For purposes of health benefits eligibility, LPNs who work .8 FTE and above will be treated as full-time. The health benefit program shall be the same health benefit program that is provided to all other employees at the Hospital.

12.4 Retirement. The Health Management Associate retirement program is available to all LPNs, subject to eligibility requirements. Retirement and Matching Plans shall be the same Retirement and Matching Plans that are provided to all other employees within the Hospital.

12.5 Life Insurance and Disability Plan. Effective one (1) month after hire or date following change to benefits eligible, all full-time and part-time LPNs shall be eligible for coverage under the Hospital's Life Insurance, Optional Life Insurance, Dependent Life Insurance, and Long-

Term Disability plans, subject to plan eligibility requirements. The Life Insurance and Disability plans shall be the same as that provided for all other employees at the Hospital.

12.6 Employees covered by this Agreement shall be covered by State Industrial Disability Compensation and the State Medical Aid Program.

12.7 Plan Changes. In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least forty-five (45) days prior to the intended implementation date.

#### ARTICLE 13 - EDUCATION

Reimbursement for seminar and conference fees, travel, and other expenses related to such seminars and conferences will be made available to Licensed Practical Nurses upon approval of the Hospital. The Hospital shall make \$1,300.00 available the bargaining unit in each year of this Agreement. There shall be no carryover of funds from one year to the next. The Hospital shall maintain its current practice of compensating LPNs for educational training requested by the Hospital separate from the funds provided for in this Article.

#### ARTICLE 14 - PROFESSIONAL MEETINGS

Up to thirty-two (32) hours per year with pay may be granted for attending professional meetings, such as workshops, seminars, educational programs, and conventions, provided the number of LPNs who wish to attend does not jeopardize the Hospital's service, and provided approval has been obtained from the Chief Nursing Officer. The term "Professional Meetings" is defined as those meetings conducted to develop the skills and qualifications of LPNs for the purpose of enhancing and upgrading the quality of patient care. In the event that an LPN is subject to low census, the LPN may elect to utilize professional meeting time to complete Hospital approved training and/or course work.

#### ARTICLE 15 - LEAVES OF ABSENCE

15.1 General. All leaves of absence 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. A leave of absence begins on the first day of absence from work.

15.2 Maternity Leave. A leave of absence shall be granted upon request of the employee for the period of disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary physical disability, the employee shall return to work on the same unit, shift, and former full-time or part-time status. Thereafter, for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. The employee may use previously accrued PTO/EIT during the period of

disability and PTO thereafter, to the extent accrued, during the maternity leave. The Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position.

### 15.3 Family Leave.

a) State Law. After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for the care of a new born or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to the date such leave commences. Except in special circumstances, employees must give at least thirty (30) days' advance written notice of family leave. The Employer shall guarantee the employee's position if the employee returns from leave on or before the first day of the 13th week. If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first available opening for which she or he is qualified. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. An employee may guarantee his/her position (same unit, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining his/her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

b) Federal Law. Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

The Hospital and the Union, on behalf of LPNs, reserve all rights granted under the Family and Medical Leave Act of 1993, as amended, most recently by the 2010 National Defense Authorization Act, and the U.S. Department of Labor regulations governing the Act.

15.3.1 Pursuant to the Family Care Act (RCW 49.12.265, *et seq.*), an employee shall have access to vacation and sick leave in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law, or grandparent of the employee with a serious health and/or emergency condition.

15.3.2 Paid Family and Medical Leave. Employees may be eligible for paid family and medical leave benefits through the state-administered Washington Paid Family and Medical Leave Program. These benefits may be supplemented up to 100% of an employee's regular pay using EIB or PTO, not to exceed the net earnings the Employee would have normally received during a normal work week. Both the Employer and employees will be required to pay into the Washington Paid Family Medical Leave Program at the statutory rates.

15.4 If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The Employer may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

15.5 Child Care Leave. After one (1) 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 Section 15.3 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to return to the same position (same unit, shift and FTE) the employee occupied prior to the leave if the employee returns within thirty (30) days. If the employee returns after thirty (30) days, the employee shall be eligible for the first available position for which the employee is qualified consistent with the process established in Section 15.9 of this Agreement. Such leave shall not exceed one (1) year.

15.6 Health Leave. A leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of accrued benefits accrued to the date such leave commences. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. During this health leave of absence, the employee may use previously accrued sick leave and annual leave thereafter to the extent accrued. The Employer may require a statement from a licensed physician verifying the employee's health condition and attesting to the employee's capability to perform the work required of the position.

15.7 Military Leave. Leave required in order for an employee to fulfill active duty requirements in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned annual leave time. An employee who returns from military leave on a timely basis, as specified by federal and state laws, shall be reinstated to his or her former position, or to a position of like seniority, status, and pay.

15.8 Jury Duty. All full-time and part-time employees who are required to serve on jury duty on a regularly scheduled work day, or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay provided that they notify the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity

to notify the court if the jury duty imposes a hardship on the Employer. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time or may use accrued unused PTO.

15.9 Bereavement Leave. Regular LPNs are eligible for up to three (3) paid days leave per incident to replace regular scheduled hours of work to attend the funeral for a death in the immediate family. Immediate family is limited to the LPN's spouse or domestic partner, mother, father, brothers, sisters, children, grandparent, grandchild, and any relative living in the LPN's household, or a managed care facility for which the employee is responsible, plus the parents of the employee's spouse. Bereavement leave must be taken within five (5) days of the day of death or day of the funeral, at the LPN's choice. Request for bereavement leave must be approved by the immediate supervisor prior to the leave, if possible. Up to an additional two (2) days of bereavement leave with pay to replace regular scheduled hours of work may be granted for extensive travel to attend a funeral more than a radius of 300 miles from Yakima, when approved by the Hospital.

15.10 Leave With Pay Status. Leave with pay shall not alter a LPN's anniversary date of employment or otherwise affect the LPN's compensation or status with the Hospital.

15.11 Leave Without Pay Status. Leave without pay for a period of thirty (30) calendar days or less shall not alter a LPN's anniversary date of employment or the amount of PTO or EIT credits which would otherwise be earned by the LPN. Leave without pay for a period in excess of thirty (30) calendar days shall result in the LPN's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave unless specifically approved by the Hospital. (This computation is based on an average of monthly hours paid for the previous quarter year.)

15.12 Outside Employment While on Leave. A LPN on leave of absence shall not continue or accept outside employment, including self-employment, without first timely notifying and receiving written approval from the Director of Human Resources. Unauthorized outside employment without the written approval of the Hospital may result in termination of the LPN's employment.

15.13 Domestic Violence Leave. Pursuant to RCW 49.76, if an LPN or family member is a victim of domestic violence, sexual assault, or stalking, the LPN may take reasonable leave from work, intermittent leave, or leave on a reduced leave schedule to take care of legal or law enforcement needs to ensure the LPN's or family member's health and safety. In addition, leave may be taken by the LPN to seek medical treatment, mental health counseling, and social services assistance for the LPN or the LPN's family member. For purposes of this section, "family member" includes an LPN's child, spouse, parent, parent-in-law, grandparent, domestic partner, or a person with whom the LPN has a dating relationship. An LPN may elect to use any combination of her/his accrued leave or unpaid leave. Nothing in this section exceeds the right granted under RCW 49.76.

15.14 Return from Leave. Unless otherwise specified in this Article, LPNs who have an approved leave of absence of two (2) months or less shall return to their previous position and shift. LPNs who return as scheduled from a leave in excess of two (2) months shall, when

possible, be returning to the same, or substantially equivalent assignment. When this is not possible, the LPN shall be given preference in filling other position vacancies in the Hospital for which the LPN is qualified.

#### ARTICLE 16 - CONFERENCE COMMITTEE

There shall be established a permanent Conference Committee consisting of three (3) elected representatives from the LPN bargaining unit and three (3) representatives from Hospital management. This committee shall meet within ten (10) days of the request of either party, to discuss matters relating to nursing care and difficulties that may arise under this Agreement.

#### ARTICLE 17 - NO STRIKE AND NO LOCKOUT

The parties to this Agreement realize that this Hospital and other health care institutions provide special and essential services to the community. For this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for in this Agreement. It is, agreed that during the term of this Agreement: (a) the Hospital shall not lockout its employees: and (b) neither the employees nor their agents or other representatives shall directly or indirectly, authorize, assist, encourage, or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott, or other interference with the operations of the Hospital, nor shall any employee refuse to cross any other labor organization's picket line. Any employee who is found to have violated this Article shall be subject to immediate discharge.

#### ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Definition. Any dispute or difficulty arising under this Agreement as to its interpretation or application, shall be handled under this Article 18. Probationary LPNs shall have access to this procedure, except for matters relating to discipline or discharge. Probationary LPNs may be disciplined or discharged without cause and without recourse.

18.2 Time Limits. The term "days" as used in this Article means calendar days except that deadlines which fall on weekend days or holidays shall be extended to the next following workday. Any time limits provided in this grievance procedure may be waived by mutual written agreement of the parties. A failure of the Employer to meet the time limits prescribed herein or agreed upon shall automatically advance the grievance to the next step of the grievance procedure provided, however, that there shall be no automatic advancement to arbitration, which must be specifically requested by the Union as per Subsection 18.4.4 of this Agreement.

18.3 Content of Grievance. The written grievance shall include a clear description of the contract section alleged to have been violated, the date and time of the alleged violation, and a description of the facts surrounding the alleged violation. The grievance shall also contain a clear description of the requested remedy.

18.4 Grievance Procedure. Both parties shall attempt to resolve grievances at the earliest possible step and, whenever possible, informally between the nurse and the LPN's immediate supervisor. The steps of the grievance procedure shall be as follows:

18.4.1 Step 1. LPN and Department Director. The LPN shall present his/her grievance to the Department Director as soon as possible but no later than eighteen (18) days from the date of occurrence of the act or conduct (or the date when the LPN became aware of the act or conduct) upon which the grievance is being based. The Department Director shall respond in writing within fourteen (14) days of receipt of the written grievance.

18.4.2 Step 2. LPN, Local Unit Chairperson, and CNO. If the LPN is dissatisfied with the decision under Step 1, the LPN may submit the written grievance to the Chief Nursing Officer or his/her designee within ten (10) days of receipt of the written response. The Chief Nursing Officer will, within fourteen (14) days of receipt of the grievance, conduct a conference with the affected LPN and local unit chairperson for the purpose of resolving the grievance. A written response to the LPN shall be made by the Chief Nursing Officer within ten (10) days after the conference.

18.4.3 Step 3. Administrator. If the grievance is not resolved at Step 2 within ten (10) days of receiving the response, the Union may submit the grievance to Human Resources. The representative of Human Resources shall arrange a meeting between the Hospital Administrator or his designee, the representative of Human Resources, affected management representatives, the grievant, and representatives of the Union, if requested, within ten (10) days. The Administrator shall render a written response within five (5) days of such meeting.

18.4.4 Step 4. Arbitration. If the grievance is not resolved under the foregoing procedures, then the Union may within ten (10) days thereafter notify the representative of Human Resources in writing of its desire to submit the matter to arbitration under the following procedures:

18.4.4.1 The Union and Hospital shall select one (1) arbitrator, but if they cannot agree upon an arbitrator within a period of five (5) days, then either party may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the parties shall alternately strike one (1) name, and the last name remaining shall be the arbitrator.

18.4.4.2 The arbitrator will hear the matter at the earliest possible date. After completion of the hearing, a decision shall be rendered within thirty (30) days.

18.4.4.3 The arbitrator's fee shall be shared equally by the parties. Each party shall be responsible for the costs of presenting its case to arbitration, including attorneys' fees.

18.4.4.4 No question, issue or matter shall be considered or decided in arbitration except those contained in the written grievance as originally submitted or mutually amended during Steps 1-3. The arbitrator shall have no authority to add to, modify or detract from this Agreement and may only consider the claim based upon the provisions of this Agreement.

18.4.4.5 Arbitration awards shall not be beyond the date of the occurrence upon which the grievance is based, that date being forty-five (45) days or less prior to



the initial filing of the grievance. The arbitrator shall not have the authority to award punitive damages.

18.4.4.6 Decisions on all questions properly submitted to arbitration shall be final and binding upon the parties.

18.5 Decision-Time Limit. The arbitrator will hear the matter at the earliest possible date.

18.6 Limitations, Scope and Power of Arbitrator.

18.6.1 The arbitrator shall not have the authority to add, subtract , alter, change, or modify the terms and/or provisions of this Agreement.

18.6.2 The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement, or to determine whether there has been a violation of the terms of this Agreement.

#### ARTICLE 19 - MANAGEMENT RIGHTS

The management of the Hospital and the direction of the workforce is vested exclusively with the Hospital subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered by the Hospital in accordance with such policies and procedures as it, from time to time, may determine.

The Hospital has the right and responsibility, except as modified in this Agreement, to control, change, and supervise all operations, and to direct, assign, and reassign employees as the Hospital deems necessary to provide quality patient care. Such rights and responsibilities shall include, by way of illustration but not limited to:

1. The selection and hiring of employees;
2. Discipline;
3. Discharge for justifiable cause;
4. Classification;
5. Re-classification;
6. Supervision;
7. Layoff;
8. Promotion;
9. Demotion or transfer of employees;
10. Establishment of work schedules; and
11. Control and regulation of the use of all equipment and other property of the Hospital.

#### ARTICLE 20 - GENERAL PROVISIONS

20.1 Past Practice. Any and all agreements, written and verbal, previously entered into between the parties are mutually cancelled and superseded by this Agreement. Unless


specifically provided in this Agreement to the contrary, past practices shall not be binding on the Hospital..

20.2 Complete Understanding. 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 Hospital 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.

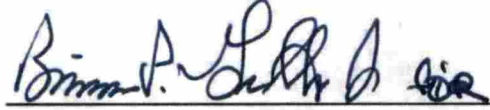
#### ARTICLE 21 - DURATION OF THE AGREEMENT

This Agreement shall go into effect upon ratification, and shall continue in full force and effect until 11:59, December 31, 2024, and thereafter from year to year unless either party gives written notice to the other ninety (90) days prior to the expiration date or of any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

ASTRIA TOPPENISH HOSPITAL



Brian Gibbons  
Chief Executive Officer and President



Amy Gostovich, CHRO  
Lead Negotiator



Bart Sisk  
Employment Counsel

SEIU HEALTHCARE 1199 NW



~~Diane Sosne~~ Jane Hopkins, Executive Vice President  
~~President~~



Raul Lopez  
Lead Negotiator

## APPENDIX A

### Astria Toppenish Hospital/SEIU 1199 Wage Chart - LPNs

Years	Rate		
	2022	2023	2024
	1/1/2022	1/1/2023	1/1/2024
	8.00%	3%	3%
Base	21.45	22.09	22.76
1 Year	21.86	22.51	23.19
2 Year	22.29	22.96	23.65
3 Year	22.74	23.43	24.13
4 Year	23.17	23.86	24.58
5 Year	23.64	24.35	25.08
6 Year	24.09	24.82	25.56
7 Year	24.80	25.54	26.31
8 Year	25.55	26.32	27.11
9 Year	26.41	27.20	28.01
10 Year	27.19	28.01	28.85
11 Year	27.19	28.01	28.85
12 Years	28.03	28.87	29.73
13 Years	28.03	28.87	29.73
14 Years	28.81	29.68	30.57
15 Years	28.81	29.68	30.57
16 Years	29.52	30.40	31.31
17 Years	29.52	30.40	31.31
18 Years	30.25	31.16	32.09
19 Years	30.25	31.16	32.09
20 Years	31.01	31.94	32.90
21 Years	31.01	31.94	32.90
22 Years	31.77	32.73	33.71
23 Years	31.77	32.73	33.71
24 Years	32.59	33.57	34.58
25 Years	32.59	33.57	34.58
26 Years	33.43	34.43	35.46
27 Years	33.43	34.43	35.46
28 Years	34.29	35.32	36.38
29 Years	34.29	35.32	36.38
30 Years	35.21	36.26	37.35
