

Agreement between
SEIU Healthcare 1199NW & Cascade Behavioral
Hospital

Cascade Behavioral Hospital

2021-2024 Contract

LPN Bargaining Unit



SEIUHealthcare®
United for Quality Care

2021 - 2024

AGREEMENT

BETWEEN

CASCADE BEHAVIORAL HOSPITAL

AND

SEIU HEALTHCARE 1199NW

(Licensed Practical Nurses)

Effective through June 30, 2024

TABLE OF CONTENTS
Cascade Behavioral Hospital (LPNs)

Contents

PREAMBLE	5
ARTICLE 1 - RECOGNITION	5
ARTICLE 2 - UNION RECOGNITION.....	5
ARTICLE 3 - UNION REPRESENTATIVES	7
ARTICLE 4 – DEFINITIONS	8
ARTICLE 5 - EMPLOYMENT PRACTICES	10
ARTICLE 6 - SENIORITY	11
ARTICLE 7 - HOURS OF WORK AND OVERTIME.....	13
ARTICLE 8 - WAGES	17
ARTICLE 9 - OTHER COMPENSATION.....	18
ARTICLE 10 - MEDICAL AND INSURANCE BENEFITS	19
ARTICLE 11 - ANNUAL LEAVE.....	21
ARTICLE 12 - PAID SICK AND SAFE LEAVE.....	23
ARTICLE 13 - LEAVES OF ABSENCE	25
ARTICLE 14 - COMMITTEES.....	27
ARTICLE 15 - HEALTH AND SAFETY	27
ARTICLE 16 - STAFF DEVELOPMENT	29
ARTICLE 17 – STAFFING.....	30
ARTICLE 18 - TRAINING AND UPGRADING FUND.....	33
ARTICLE 19 - GRIEVANCE PROCEDURE.....	34
Step 1. Immediate Supervisor.	34
Step 2. Department Director.	35
Step 3. Hospital Chief Executive Officer.....	35
Step 4. Arbitration.....	35
ARTICLE 20 - MANAGEMENT RIGHTS.....	36
ARTICLE 21- SUBCONTRACTING	36
ARTICLE 22 SALE OR TRANSFER	37
ARTICLE 23 - UNINTERRUPTED PATIENT CARE	37
ARTICLE 24 - GENERAL PROVISIONS.....	37
APPENDIX A CASCADE BEHAVIORAL HOSPITAL LPN WAGE SCHEDULES	39

TEN (10) HOUR SHIFT SCHEDULE	40
TWELVE (12) HOUR SIDFT SCHEDULE.....	41
Organizational Equity and Inclusion.....	42
Enforcement of Staffing Article and Related Letters of Understanding.....	43
MOU - Post Settlement Mediation.....	45
MOU: COVID-19 Vaccination Mandate Policy.....	45
Inclement Weather MOU.....	46
Additional Understandings	48

Agreement between

e vi
 Cascade Behavioral Hospital
 and SEIU Healthcare 1199NW
 (LPN Unit)

Pag

2021 - 2024

AGREEMENT

between

CASCADE BEHAVIORAL HOSPITAL

and

SEIU HEALTHCARE 1199NW

(Licensed Practical Nurses)

This Agreement is made and entered into by and between Cascade Behavioral Hospital (hereinafter referred to as the "Hospital") and SEIU Healthcare 1199NW, Service Employees International Union (hereinafter referred to as the "Union").

PREAMBLE

The purpose of this Agreement is to achieve and maintain harmonious relations between the Medical Center and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment. The parties to this Agreement recognize their obligation to serve the public with the highest quality of patient care, efficiently and economically, and to meet medical emergencies.

ARTICLE 1 - RECOGNITION

The Medical Center recognizes the Union, as the representative for all graduate practical nurses (GPNs) and licensed practical nurses (LPNs) working in the capacity of GPNs and LPNs (hereinafter referred to as "nurses") at the Medical Center.

During the life of this Agreement, the Employer agrees not to, and expressly waives any right it may have to, withdraw recognition concerning, or in any other way to challenge, the inclusion in the bargaining unit of any classification or job titles which are currently included in the unit on the grounds that they are or may be supervisors or supervisory. This does not apply to any change in the supervisory status of an individual that occurs as a result of a change in duties or a reconfigured position. This provision shall be enforceable through the grievance and arbitration provision.

ARTICLE 2 - UNION RECOGNITION

2.1 Membership. All nurses covered by this Agreement who are members of the Union on July 9, 2004, or become members of the Union after that date shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all nurses covered by this Agreement who are hired on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. Nurses who fail to comply with this requirement shall be discharged by the

Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the nurse fulfills the membership obligations set forth in this Agreement.

2.1.1 Religious Objection. Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such a nurse shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any nurse exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

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

2.1.3 The Hospital shall make newly-hired nurses aware of the representation fee/membership conditions of employment at the time of hire.

2.2 Dues Deduction. During the term of this Agreement, the Hospital shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms. The amount of union dues deducted will be promptly transmitted to the Union by check payable to its order. When such dues are sent to the Union, the Hospital shall also electronically provide to the Union an "excel format" list of all nurses using payroll deduction. The list shall include name, employee identification number, dues deducted by pay period and year-to-date, gross earnings by pay period and year-to-date and hours compensated at their regular (or overtime) rate of pay per pay period. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such nurse.

2.3 Committee on Political Education (COPE) Check-Off. The Medical Center agrees to deduct from the paycheck of each nurse who has authorized it, an amount the nurse voluntarily authorizes for deduction for political purposes. The amounts deducted shall be transmitted monthly to the Union on behalf of the nurses involved. Authorization by the nurse shall be on a form approved by the parties hereto and may be revoked by the nurse upon request.

2.4 Bargaining Unit Roster. Upon the signing of this Agreement and monthly thereafter, the Medical Center shall provide the Union in a common electronic format, an alphabetical list of all nurses covered by this Agreement. The list shall include name, address, telephone numbers, emails, date of rehire (if applicable), job classification, employee identification number, hire date, department, shift, classification, hourly rate of pay and monthly gross earnings for each nurse, and FTE status (in hours). Each month the Medical Center will provide the Union with a listing of new hires and terminations during the preceding month including information contained in quarterly rosters and a list of all employment status changes for bargaining unit employees via a common electronic format. The new hire, termination, and employment status lists shall include the same data as the monthly employee roster except for monthly gross earnings. The termination list shall include the termination date. The employment status list shall include if the employee is no longer in a bargaining unit position...

2.5 Contract. Upon initial employment, nurses shall be given a copy of the current Agreement and a

copy of the nurse's job description, as well as a Union membership application. This commitment is conditioned upon the Union providing sufficient copies of the Agreement and Union membership application to the Hospital in advance.

2.6 New Employee Orientation. Union delegate/officer or designee may meet with new employees at a time scheduled as part of the Employer's employee orientation program to introduce employees to the Union and Union contract. The Union's opportunity to address employees will be mutually agreed to before the orientation. The Employer will advise new employees of the expectation to participate in every aspect of new employee orientation including the union portion. The Union shall provide a copy of the Collective Bargaining Agreement to each employee who attends at the orientation. The meeting shall not exceed thirty (30) minutes in duration, and shall be on paid time for the new employee. Employer representatives shall not be present during the Union presentation. If asked whether attending the union portion of the orientation is required, the Employer will affirm that it is required.

The Employer shall provide paid release time, to a delegate designated by the Union to attend each new employee orientation. By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation. This list shall include the date of the orientation and the name, FTE, job classification, start date, shift, department, unit and home phone number and personal email of each new employee attending the orientation. The Employer shall schedule all employees who are newly starting in positions in the Union bargaining unit to attend the Union portion of New Employee Orientation, even if these employees are not new to the Employer and/or may not be attending other aspects of the Employer's new employee orientation (ie rehires, employees transferring to a bargaining unit position from a non-bargaining-unit position).

2.6.1 Virtual New Employee Orientation. In the case that the Employer holds its new employee orientation virtually due to public health concerns or any other reasons, the Union may meet with employees virtually at some point during the program for new employee orientation. The same conditions as outlined above shall apply.

ARTICLE 3 - UNION REPRESENTATIVES

3.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Medical Center's premises which are open to the general public, for the purpose of investigating disputes and contract compliance. Additionally, the Union will be provided a courtesy badge for its exclusive use so its representatives can freely access the administrative conference room via the Employee Entrance, plus they will be provided a key to access the restroom near the administrative conference room. However, Union representatives shall not have access to nurse lounges, nursing units or other patient care areas unless advance approval has been obtained from the Medical Center. Access to the Medical Center's premises shall not interfere with or disturb nurses in the performance of their work during working hours, and shall not interfere with patient care or the normal operations of the Medical Center.

3.2 Meeting Rooms. In accordance with Medical Center policy, the Union may use designated meeting rooms of the Medical Center for meetings of the unit, provided sufficient advance request for meeting facilities is made to the designated coordinator in the Human Resources Department and space is available.

3.3 Worksite Leader Recognition. The Union shall designate its officers, delegates and alternate delegates from among nurses in the unit. These leaders shall be recognized by the Medical Center upon written notification by the Union of their selection and role. Unless otherwise agreed to by the Medical Center, the investigation of disputes and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

3.4 Bulletin Boards. The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by the Medical Center. The Union will provide a copy of all posted materials to the Human Resources Department at the time of posting. All postings will be signed by a Union worksite leader or Union staff person. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.5 Nurse Participation in Union Activities. Subject to appropriate advance notice and scheduling/staffing requirements, Union officers, delegates and members of contract committees may use eight (8) hours per calendar year of education leave, annual leave or unpaid personal leave (13.7) to attend union-sponsored training in leadership representation and dispute resolution. The Union must provide written notification to the Hospital's Human Resources Department yearly of the names of Union officers, delegates and contract committee members in order for those individuals to be eligible to access their education leave, annual leave or unpaid personal leave under this provision.

3.6 Negotiations Release Time. Subject to patient care/service requirements, the Hospital will make a good faith effort to assist in providing release time for nurses participating in contract negotiations, not to exceed one (1) LPN per unit/department, providing the nurse(s) notifies the manager as soon as the nurse(s) has knowledge of future meetings. Nurses are expected to use annual leave or unpaid personal leave (13.7) to maintain their FTE status.

ARTICLE 4 – DEFINITIONS

4.1 Full-time Nurse. A nurse who is hired to work on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in any fourteen (14) day period, and who has successfully completed the required probationary period.

4.2 Part-time Nurse. A nurse who is hired to work on a regularly scheduled basis less than forty (40) hours per week, and who has successfully completed the required probationary period.

4.3 Evaluation of FTE Status. A nurse's designated FTE (full-time equivalent) status will be evaluated upon request after six (6) consecutive weeks of being scheduled at an FTE status different (more hours or less hours) than that designated. The nurse's situation will be evaluated for the likelihood of continued scheduling at the different status. This evaluation may be initiated by the nurse, manager or Human Resources Department. Any changes in status approved by the Medical Center will be documented on a PAR prior to the change, and will be consistent with the seniority provisions of this Agreement.

4.4 Probationary Nurse. Probationary nurses are nurses who have been continuously employed by the Medical Center for less than ninety (90) days unless extended by mutual consent. During the probationary period nurses may be discharged without recourse to the grievance procedure.

4.4.1 Transfers and Promotions. When a nurse, who has successfully completed the new employee probationary period, is transferred or promoted to a different position in the bargaining unit, the nurse shall be subject to a special ninety (90) day review period to be oriented and for the nurse to show that the nurse can perform the duties of the new position to the Hospital's satisfaction. If at the end of the ninety (90) days either the nurse or the Hospital do not wish to continue the nurse in this new position, the nurse shall be returned to the nurse's prior position if it is still vacant. If the prior position is not vacant, the nurse may be considered for available positions for which the nurse is qualified under the job posting language of this Agreement or the nurse shall be laid off and placed on the recall roster.

4.5 Per Diem Nurse. Per diem nurses are nurses hired to augment the work force in the event of an emergency or to relieve regular nurses because of illness, leave of absence or to work during holidays and vacation periods. Per diem nurses shall include nurses scheduled on an “on-call” basis. Per diem nurses shall not be routinely used to fill regular positions and shall not be eligible for benefits. Per diem nurses do not accrue seniority.

A full-time or part-time nurse who changes to per diem status shall remain at the same rate of pay and retain seniority and benefits pending return to regular status. Seniority shall not apply while on per diem status. After return to full-time or part-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes.

Nurses hired as per diem nurses will be placed on the wage scale in accordance with Section 8.3, Recognition for Past Experience.

4.5.1 Per Diem Expectations. Per diem nurses must be available a minimum of three (3) scheduled shifts each month, or the equivalent in a six (6) month period at the approval of the Department Manager/Director, as well one (1) of three (3) summer holidays (Memorial Day, Juneteenth, Independence Day, or Labor Day) and one (1) of three (3) winter holidays (Thanksgiving Day, Christmas Day, or New Year’s Day, Martin Luther King Jr Day).

4.6 Graduate Practical Nurse. A nurse who holds an interim permit authorizing the graduate to practice nursing pending notification of the results of the first licensing examination.

4.7 Preceptor. A preceptor is an experienced nurse proficient in clinical teaching and communications skills who is specifically responsible for planning, organizing and evaluating the new skill development of a nurse/student (without clinical educator on site) enrolled in a defined program, the parameters of which have been set forth in writing by the Medical Center. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Management, at its discretion, will determine the need for preceptor assignments and provide a written agreement of such understanding.

It is understood that nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses.

4.8 Regular Rate of Pay. The regular rate of pay shall be defined to include the hourly rate plus shift differential when a nurse is assigned to the second (2nd) or third (3rd) shift, plus any wage premium in lieu of benefits for nurses selecting that method of compensation as set forth in Section 8.4 of this Agreement.

4.9 Length of Service. For purposes of this Agreement and the method of computing sick leave, annual leave, seniority and other conditions of employment, except as specified elsewhere in the Agreement, a “month” shall be defined as 173.3 contributing hours and a “year” shall be defined as 2080 contributing hours. For purposes of computing step (wage) increases, a “year” shall be defined as 1664 contributing hours or twelve (12) months, whichever comes last.

Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period.

4.10 Contributing Hours. Hours that count toward seniority and upon which benefits are accrued. These include hours for which the nurse is paid the regular or overtime rate of pay and low census hours.

4.11 Days. For purposes of this Agreement, a day shall be defined as a calendar day.

4.12 Seniority. Seniority shall mean a nurse's continuous length of service as a nurse covered by this Agreement, based upon contributing hours with the Medical Center from the most recent date of hire. Seniority benefits shall not apply to a nurse until completion of his/her required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Length of service as a nurse of the Medical Center shall be used to determine annual leave and benefit accruals.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Medical Center and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding non-discrimination

5.2 Notice of Termination. Full-time and part-time nurses shall be entitled to fourteen (14) days' written notice of termination or pay instead unless discharged for just cause. Any compensation paid based on this Section shall be prorated for part-time nurses.

5.3 Notice of Resignation. Full-time and part-time nurses shall be required to give at least twenty one (21) days' written notice of resignation. This twenty one (21) day notice requirement shall not include any annual leave unless approved by supervision. Failure to give notice shall result in loss of accrued annual leave. The Medical Center will give consideration to situations that would make such notice by the nurse impossible.

5.4 Discipline and Discharge. No full-time, part-time or per diem nurse shall be disciplined or discharged except for just cause. Just cause shall be defined to include the concept of progressive discipline (such as verbal and written notices and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. The nurse shall be required to sign the written disciplinary action for the purpose of acknowledging receipt. The nurse may provide a written response to such disciplinary action for inclusion in the personnel file. The nurse may request the attendance of a Union representative at disciplinary meetings. Progressive discipline does not apply when the nature of the offense calls for immediate suspension or discharge. A nurse may make a written request to the Human Resources Department for removal of verbal and/or written warnings from a nurse's personnel file after one (1) year if no further corrective action is taken during such one (1) year period. Any removal of disciplinary actions from a nurse's personnel file shall be at the sole discretion of the Hospital.

5.5 Personnel File. Personnel records will be maintained for each nurse. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure, letters of commendation and recognition, and records of disciplinary action. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the nurse upon request.

Each nurse's personnel file shall contain a record of persons outside of the Human Resources Department who have had access to the file, stating when and for what reason. By appointment, a nurse may inspect

his/her personnel records. A nurse may provide a written response to any material contained in his/her personnel file.

5.6 Evaluations. The evaluation is a tool for assessing the skills of the nurse and for improving and recognizing the nurse's performance. Each nurse will be formally evaluated in writing prior to completion of the residency or probationary period and annually. The nurse's participation, including a self-evaluation, is an integral part of the evaluation process. In addition, supervisors may use interim evaluations, credentialing or competency assessments throughout the year, which will be in writing, to ensure that timely feedback is given and performance goals established on work-related issues. Evaluations are not considered part of progressive discipline.

The nurse will be given a copy of the evaluation. The nurse will be required to sign the evaluation acknowledging receipt thereof. The nurse will be given the opportunity to provide a written response to the evaluation, which will be retained with the evaluation in the nurse's personnel file. A peer evaluation system will also be developed utilizing input from staff, with its implementation coordinated through the Labor-Management Committee.

5.7 Job Openings. When a regular full-time or part-time job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing skill, competence and ability are considered comparable in the opinion of the Medical Center. Jobs will be posted concurrently within the unit and Medical Center-wide for five (5) days in advance of filling. To be considered for such job opening, a nurse must indicate such interest to Nursing Services in writing by completing a PAR form. All applicants will be responded to in writing.

If the Medical Center is unable to transfer a nurse to a vacant position due to patient care considerations, the position may be filled on a temporary basis, and the nurse will be notified in writing as to when the transfer will be expected to occur. All transfers will be made as quickly as possible and in no case later than ninety (90) days from the job offer.

5.8 Religious accommodation. The Employer will make every effort to accommodate the religious needs of its employees, including the following: 1) scheduling of breaks in accordance with the prayer schedule of the employee; 2) providing a reasonably comfortable and private location for praying with access to washing facilities; 3) allowing for adequate time for prayer and travel time between the prayer area and workspace; 4) allowing employees to use a phone, watch, or other tool to remind them of their prayer schedule; and 5) providing other accommodations as necessary.

5.9 Immigration-Related Audits, or Raids/Detentions Employment

1. The employer shall, as soon as practicable and to the extent not prohibited by law, notify the Union of any immigration-related enforcement action by law enforcement or immigration officials, such as an audit, raid or detention, affecting bargaining unit members, and provide the name, contact information, and detention location of any employee detained for immigration-related reasons by law enforcement or immigration officials.
2. The Employer may not require an employee to meet with Immigration Customs Enforcement (ICE).

ARTICLE 6 - SENIORITY

6.1 Layoff Defined. A layoff is defined as a permanent or prolonged reduction in the number of nurses employed by the Medical Center. Twenty-one (21) days' advance notice of layoff (or pay in lieu thereof to the nurse, prorated for part-time nurses) will be given to the Union and to nurses subject to layoff except for unforeseeable conditions preventing such notice which are beyond the Hospital's control. Prior to implementing a layoff, the Hospital will seek volunteers for layoff from among those nurses in the job classification within the unit(s) or department(s) affected by the layoff. Open (vacant) positions requiring comparable skills will not be filled during the period beginning with the notice of layoff to the date of the layoff. Upon request, the parties will meet for the purpose of reviewing the order of layoff. Agency staff and probationary nurses on the affected unit or department will be released prior to laying off regular nurses providing skill, competence, ability, and experience are considered substantially equal in the opinion of the Hospital.

6.2 Unit or Department Layoff. If a unit or department layoff is determined by the Hospital to be necessary, nurses will first be designated for layoff by job classification on the shift in the unit or department affected by the reduction with the least senior nurse(s) on the shift within the job classification being designated for layoff. Each nurse designated for layoff on that shift may displace the position (FTE) of the least senior nurse within the job classification on another shift in that unit, or the position (FTE) of the least senior nurse in the unit or department, providing the nurse displaced on the other shift or in the unit or department has less seniority. Any nurse subject to layoff may apply for another position from a listing of vacant positions within the Medical Center or, if eligible, a position from the Low Seniority Roster (6.5), providing the nurse is qualified for the position (6.6) in the opinion of the Hospital, based upon established criteria.

6.3 Unit or Department Merger and/or Restructure. In the event of a merger of two (2) or more units or departments into a single unit or department or a restructuring of an existing unit or department, the Hospital will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to determining the schedule, the Hospital will meet with the nurses on the affected unit(s) or department(s) to discuss the changes. A listing of the FTEs for each shift on the new/restructured unit or department, including any qualification requirements, shall be posted on the unit(s) or department(s) for at least seven (7) days. Other vacant positions within the Medical Center will also be posted on the unit(s) or department(s) at that time. By the end of the posting period, each nurse shall have submitted to the Hospital a written list which identifies and ranks the nurse's preferences for all available positions (first to last). A nurse may choose voluntary layoff, if an actual layoff is necessary, rather than bid on a position. Based upon these preference lists and any qualification requirements, the Hospital will assign nurses to positions on the new/restructured unit or department based upon seniority. Nurses who are not assigned a position on the new or restructured unit or department may take voluntary layoff or select a position from a listing of vacant positions within the Medical Center, may select the position (FTE) of the least senior nurse in the unit or department, providing the nurse displaced in the unit or department has less seniority, or, if eligible, a position from the Low Seniority Roster (6.5), providing the nurse is qualified for the position (6.6) in the opinion of the Hospital, based upon established criteria.

6.4 Unit or Department Closure. If a unit or department is closed, a listing of vacant positions within the Medical Center and the Low Seniority Roster (6.5) will be posted on the unit or department for at least seven (7) days. At the end of that seven (7) day period, nurses may take voluntary layoff, may select a position from a listing of vacant positions within the Medical Center or, if eligible, a position from the Low Seniority Roster (6.5), providing the nurse is qualified for the position (6.6) in the opinion of the Hospital, based upon established criteria.

6.5 Low Seniority Roster. The "Low Seniority Roster" shall be a listing of the least senior regular

full-time or part-time positions constituting twenty percent (20%) of the bargaining unit. The listing shall include unit or department, employment status (FTE) and shift. Any nurse identified for layoff whose name already appears on the Low Seniority Roster, and any nurse on the Low Seniority Roster whose position has been assumed as a result of the selection process specified above, shall be subject to layoff. In the event a layoff exceeds the number of nurses appearing on the Low Seniority Roster, then the number of nurses on the Low Seniority Roster will increase to equal the number of nurses being laid off.

6.6 Orientation. A nurse will be considered eligible for a vacant position, the position of the least senior nurse in a unit or department, or a position on the Low Seniority Roster, if in the Hospital's opinion the nurse can become oriented to the position within four (4) weeks. If a nurse does not achieve a satisfactory level of performance in the opinion of the Hospital based upon established criteria within this four (4) week orientation period, the nurse will be subject to layoff without further notice.

6.7 Recall. Nurses on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. Nurses on layoff status are responsible for informing Human Resources of changes in address or availability. When vacancies occur, nurses will be reinstated in the reverse order of the layoff providing skill, competence, ability and experience are considered comparable in the opinion of the Medical Center. Any recall of nurses out of seniority will be communicated to the Union.

6.8 Rosters. If a layoff is announced, a current seniority roster will be available at the Human Resources Department with a copy provided to the Union, together with the Low Seniority Roster (6.5) and a listing of any vacant positions. The vacant position listing shall include unit and/or department, employment status (FTE) and shift.

6.9 Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable (similar position, FTE status, and shift) job offered by the Medical Center while on layoff status, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

7.2 Work Period. The normal work period shall consist of eighty (80) hours of work within a fourteen (14) day period (8/80 FLSA rule) or forty (40) hours of work within a seven (7) day period.

7.3 Work Schedules. The Medical Center shall determine and post regular monthly work schedules ten (10) days prior to the effective date of the schedules. The Medical Center retains the right to adjust work schedules to maintain an efficient and orderly operation. Once work schedules are posted, except for emergency conditions, including low census conditions, individual scheduled hours of work may be changed only by mutual consent of the Medical Center and the nurse involved.

7.4 Flexible Work Schedules. A flexible schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Agreement. Prior to the implementation of a flexible work schedule, the Medical Center and the Union will review and determine conditions of employment relating to that work schedule. Participation in established flexible work schedules shall be agreed upon in writing between the Medical Center and the nurse(s) involved. Where flexible schedules are

utilized by the Medical Center (including those flexible schedules set forth as addenda to this Agreement), the Medical Center retains the right to revert back to an eight (8) hour per day schedule or the work schedule which was in effect immediately prior to the flexible work schedule, after at least forty-five (45) days' advance notice to the nurse(s) and Union.

7.5 Shift Rotation. Routine shift rotation is not an approach to staffing endorsed by the Medical Center. Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent. If such an occasion should ever occur, volunteers would be sought first. If no one volunteers, the Medical Center will rotate shifts on an inverse seniority basis until the staff vacancies are filled.

7.6 Meal/Rest Periods. All nurses shall receive an unpaid meal period of one-half (1/2) hour. Nurses required to remain on duty or in the Medical Center during their meal period shall be compensated for such time at the appropriate rate of pay. All nurses shall receive one (1) fifteen (15) minute break for every four (4) hours of work. Meal periods and rest periods shall be administered as provided by state law. Subject to prior approval, meal and/or rest periods may be combined. [Meal/rest periods for ten (10) and twelve (12) hour shifts are described in Addenda 1 and 2.]

7.7 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Hospital will first float healthcare workers to meet staffing needs in their work classification before determining and implementing the reduced staffing schedule required. The Hospital will endeavor to rotate low census equitably among all nurses within a campus on a shift starting with the least senior nurse, providing skills, competency, ability and availability are considered comparable as determined by the Hospital. Agency nurses shall be released from work prior to implementing low census on a campus, providing other nurses within patient safety is not a factor in the judgment of the Hospital. The reduction of staff shall occur as follows:

- First Cut - Employees working in any time and one-half (1 1/2) or double time (2x) condition (excluding employees receiving rest between shift premium pay)
- Next Cut - Requested cut (volunteers) Next Cut - Per diem healthcare workers
- Next Cut - Part-time healthcare workers working above their FTE
- Next Cut - Mandatory rotational cut to include full-time and part-time healthcare workers and travelers, with travelers having an assigned seniority of zero (0) for the purpose of establishing equitable rotation of low census.

All low census time taken off (including voluntary low census) shall be counted for purposes of the rotation list. Inadvertent or mistaken application of this provision shall be remedied on the next rotation or as soon as practical.

The rotation list will be restarted each six (6) months, beginning with the least senior employee. Employees who are scheduled to work but are released from duty due to low census shall continue to receive medical and dental insurance coverage. Low census may be taken as annual leave or unpaid Low Census Hours (LCH) and shall be considered contributing hours for the accrual of all benefits and seniority, not to exceed the employee's FTE status.

7.7.1 Low Census Fund. Effective upon ratification of this Agreement, where mandatory low census (as opposed to voluntary low census) hours are required, the Hospital will assign other nursing related duties/healthcare related duties, skill development or cross-training consistent with organizational and patient care needs as determined by the Hospital, up to a maximum of four (400) hours per calendar year for the SEIU-represented bargaining units. Where low census hours exceed

four hundred hours on a Hospital-wide basis within a calendar year, the healthcare workers will be released from work due to low census conditions, as provided for in Section 7.7.

7.7.2 Additional Hours. The Hospital will offer part-time nurses the opportunity to temporarily increase their hours to meet staffing needs before assigning temporary nurses to do the work. Nurses desiring additional hours must notify the Hospital in writing identifying their specific availability. Subject to departmental scheduling procedures, management will first offer additional scheduled hours to those nurses who have made the request who have lost hours due to low census during their current or prior posted work schedule. When there are no nurses who have lost hours due to low census, the temporary hours will be filled on the basis of seniority, providing the nurses' skills, competence, experience, ability and availability are comparable in the opinion of the Hospital. A nurse who signs up for additional hours in compliance with departmental scheduling procedures will not be replaced by a nurse with more seniority who may request those additional hours. This commitment shall not apply if it results in overtime hours or the disruption of existing work schedules.

7.7.3 Low Census Standby. If a low census day is offered and it is uncertain whether the nurse will be needed for part of the shift, a nurse who agrees to be on standby will be paid standby pay. If a nurse has been notified of low census, but will be needed and agrees to a later start time on that shift, the nurse will not receive standby pay. If the nurse chooses not to take off a portion of the scheduled shift, the option will be offered to other staff.

7.8 Report Pay. Nurses who report for work as scheduled (unless otherwise notified in advance) will be provided with a minimum of four (4) hours' work at the regular rate of pay. This commitment will not apply where the Hospital has made reasonable effort to notify the nurse at least two (2) hours in advance of the scheduled shift. [It shall be the responsibility of the nurse to keep the Hospital informed of the best telephone number to use for such contact purposes (e.g., cell phone).] Also, this commitment will not apply to orientation or inservice programs scheduled by the Hospital where attendance is required.

7.9 Weekends. The Hospital will make a good-faith effort to schedule all regular full- and part-time nurses for every other weekend off. In the event a nurse worked two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay. Every other weekend off cycles may be altered with at least ten (10) days' notice prior to the start date of the next posted work schedule.

7.9.1 The availability of weekend work shall be determined by the Hospital. The provision shall not apply to time spent for educational purposes.

7.9.2 Subject to advance approval, nurses may request the trading of weekends, provided that those nurses involved in weekend trades agree that such trades do not place the Hospital in an overtime pay condition or premium pay condition based on this Article.

7.9.3 Nurses requesting to work every weekend shall sign a waiver exempting their eligibility under this Section.

7.9.4 The weekend shall be defined for first (day) and second (evening) shift nurses as Saturday and Sunday. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night.

7.10 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the

regular rate of pay for time worked beyond the normal full-time work day (within a twenty-four (24) hour period) or normal full-time work period. For overtime pay purposes, the twenty-four (24) hour period starts at the beginning of the nurse's regularly scheduled shift. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Attendance at mandatory inservices and/or meetings shall count as time worked for purposes of computing overtime. All overtime must be approved by supervision. Overtime shall be computed to the nearest quarter (1/4) hour. Except by mutual agreement, the Hospital will not change scheduled hours of work to avoid the payment of overtime. (Overtime for ten (10) and twelve (12) hour shifts is described in Addenda 1 and 2.)

7.10.1 Prohibition of Mandatory Overtime. The legislature of the State of Washington passed a law (SB 6675) which states as follows: "Washington state is experiencing a critical shortage of qualified, competent health care workers. To safeguard the health, efficiency, and general well-being of health care workers and promote patient safety and quality of care, the legislature finds, as a matter of public policy, that required overtime work should be limited with reasonable safeguards in order to ensure that the public will continue to receive safe, quality care."

Subject to the exceptions set forth below, no LPN (subject to SB 6675) covered by this collective bargaining agreement may be required to work overtime. Attempts to compel or force LPNs to work overtime are contrary to public policy. The acceptance by an LPN of overtime is strictly voluntary, and the refusal of an LPN to accept overtime work is not grounds for discrimination, dismissal, discharge, or any other penalty, threat of reports for discipline, or employment decision adverse to the LPN.

This section does not apply to overtime work that occurs: (1) because of any unforeseeable emergent circumstance; (2) because of prescheduled on-call time; (3) when the Hospital documents that the Hospital has used reasonable efforts to obtain staffing (an employer has not used reasonable efforts if overtime work is used to fill vacancies resulting from chronic staff shortages); or (4) when an LPN is required to work overtime to complete a patient care procedure already in progress where the absence of the LPN could have an adverse effect on the patient.

Definitions. (1) "Prescheduled on-call time" means on-call that has been scheduled in accordance with the normal scheduling provisions of this collective bargaining agreement. (2) "Reasonable efforts" means that the Hospital, to the extent reasonably possible, does all of the following but is unable to obtain staffing coverage: (a) seeks individuals to volunteer to work extra time from all available qualified staff who are working; (b) contacts qualified nurses who have made themselves available to work extra time; (c) seeks the use of per diem staff; and (d) seeks personnel from a contracted temporary agency. (3) "Unforeseeable emergent circumstance" means (a) any unforeseen declared national, state, or municipal emergency; (b) when a health care facility disaster plan is activated; or (c) any unforeseen disaster or other catastrophic event which substantially affects or increases the need for health care services. (4) "Overtime" means the hours worked in excess of an agreed upon, predetermined, regularly scheduled shift within a twenty-four (24) hour period not to exceed twelve (12) hours in a twenty-four (24) hour period or eighty (80) hours in a consecutive fourteen (14) day period.

7.10.2 Record Keeping. It is the Hospital's responsibility to maintain documentation to be in compliance with Subsection 7.10.1.

The LPN Labor-Management Committee shall address any issues that arise from the implementation of this Section.

7.11 Double Time (2x). If a nurse works more than twelve (12) consecutive hours, all hours worked in

excess of twelve (12) consecutive hours shall be paid at double (2x) the nurse's regular rate of pay. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When a nurse is eligible for both time and one-half (1 1/2) and double time (2x) pay, the nurse will receive double time (2x).

7.12 Rest Between Shifts. In scheduling work assignments, the Hospital will make a good-faith effort to provide each nurse twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within the twelve (12) hour period shall be at time and one-half (1 1/2). This section will apply when a nurse works a double shift at the Hospital's request with less than twenty-four (24) hours' notice and returns to work within twelve (12) hours for a previously scheduled shift. This Section does not apply to Standby and Callback assignments (Section 9.2 and 9.3). This provision shall not apply to time spent for educational purposes, committee meetings, or staff meetings.

7.13 Split Shift. No nurse shall be required to work a split shift. Split shifts may be scheduled when mutually agreeable to the Hospital and the nurse.

7.14 Work in Advance of Shift. When a nurse is required to report for work in advance of the scheduled shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the straight time rate of pay. Hours worked during the scheduled shift shall be paid at the regular rate of pay. A nurse who reports to work in advance of the scheduled shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

7.15 Work on Day Off. Full-time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked.

7.16 Pyramiding. There will be no pyramiding of premium pay and/or overtime. However, except as otherwise noted, premium pay shall not count as overtime for purposes of Section 7.10.

7.17 Work in Higher Classification. Any nurse who is assigned by the appropriate authority to perform the work of a higher classification for two (2) or more hours shall be paid at the higher classification rate of pay for the hours worked in the higher classification, provided the nurse has demonstrated competence in the essential functions of the higher classification.

ARTICLE 8 - WAGES

8.1 LPN Wage Scale.

Effective July 1, 2021	6% ATB
Effective July 1, 2022	4% ATB
Effective July 1, 2023	5% ATB

Schedule "A" attached hereto and made a part of this Agreement, is the wage schedule which shall be effective as indicated above.

8.2 Date of Implementation. Wage and premium pay increases shall become effective at the beginning of the pay period closest to the date designated by contract. Step (wage) increases shall become effective at the beginning of the first full payroll period on or after the completion of one (1) year of service, as defined in Section 4.9 (Length of Service).

8.3 Recognition for Past Experience. All employees hired during the term of this Agreement shall be given full credit for experience relevant to the position for which they were hired. For purposes of this section, continuous recent experience shall be defined as applicable experience without a break in that experience which would reduce the level of skills in the opinion of the Employer.

8.4 Wage Premium in Lieu of Benefits. In lieu of all benefits provided for in this Agreement (except for shift differential, callback pay, standby pay, longevity steps [wage] increases, preceptor pay, report pay, rest between shifts pay, weekend premium pay, overtime, certification premium pay, work in advance of shift pay, work on day off pay and retirement benefits, if eligible), full-time and part-time nurses elect a fifteen percent (15%) wage premium.

8.5 Pay for Time Not Worked. Hours paid for time not worked (annual leave, sick leave, holidays) shall be paid at the nurse's regular rate of pay including shift differential, if regularly assigned to a second or third shift, or lead premium, if the nurse has a regular designated lead assignment.

8.6 Job Descriptions. The Hospital shall provide job descriptions for all classifications covered by this Agreement. The Hospital shall endeavor to keep these job descriptions current and shall forward modifications and revisions to the Union.

8.7 Rate Adjustments for Incumbents. If at any time a nurse is hired into a position at a rate higher than that of a current nurse(s) in the same position with the same or greater experience in the opinion of the Hospital, that current nurse(s) shall be moved to the same step on the wage scale as the newly hired nurse, effective the hire date of the new nurse.

8.8 LPN to RN transition

Upon completion of RN license, incumbent LPNs will automatically transition their title and Bargaining Unit to RN. All provisions of the RN contract will apply including Article 8.3 credit for past experience. Employees shall retain their original hire date for purposes of seniority and accruals.

ARTICLE 9 - OTHER COMPENSATION

9.1 Shift Differential. Nurses assigned to work the second (3-11 p.m.) shift shall be paid an additional one dollar and fifty cents (\$1.50) per hour. Nurses assigned to work the third (11 p.m. - 7 a.m.) shift shall be paid an additional two dollars and twenty-five cents (\$2.25) per hour. Nurses shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

9.2 Standby Pay. Nurses placed on standby status off Hospital premises shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour. Standby duty shall not be counted as hours worked for purposes of computing step (wage) increases or contributing hours. Nurses on standby may be provided with signal devices upon request. Nurses who are on low census shall not be required to be on standby for that low census shift.

9.3 Callback Pay. Any nurse called back to work after completion of the nurse's regular work day shall be compensated at the rate of time and one-half (1 1/2) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. When called back, the nurse shall receive time and one-half (1 1/2) for a minimum of three (3) hours. Travel time to and from the Hospital shall not be considered time worked.

The minimum callback hours shall not apply when the nurse reports for work in advance of the scheduled shift.

9.3.1 Extended Workday Relief Scheduling. Subject to patient care considerations, the Hospital will make a good faith effort to provide relief for a nurse who has worked an extreme extended workday (generally sixteen (16) hours or more) and requests the next day off or a change in the nurse's start time or end time the following day when the nurse continues to work past 11:00 p.m. or has been called in to work after 11:00 p.m. from standby status the previous night. To be considered, the nurse must notify the Hospital not later than two (2) hours in advance of the nurse's scheduled shift if making such a request. At the nurse's request, an annual leave day can be used. This schedule adjustment will not count as an occurrence per the Hospital's Attendance Policy.

9.4 Call In Pay. Nurses who are scheduled for standby, and are called to report for work, shall be paid at time and one-half (1 1/2) for a minimum of three (3) hours. Call in pay shall be in addition to standby pay. Travel time to and from the Hospital shall not be considered time worked. When a nurse on scheduled standby is called to work in advance of the scheduled shift and continues working during the scheduled shift, the minimum callback hours shall not apply; however, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the regular rate. Work performed during the scheduled shift shall be paid at the regular straight time rate.

9.5 Charge Nurse Pay. Any nurse assigned as a Charge Nurse shall receive a premium of one dollar and fifty cents (\$1.50) per hour.

9.6 Preceptor Pay. Any nurse assigned as a Preceptor shall receive a premium of one dollar (\$1.00) per hour.

9.7 Weekend Premium Pay. Any nurse who works on a weekend shall receive two dollars (\$2.00) per hour premium pay for each hour worked on the weekend in addition to the nurse's regular rate of pay. Weekend premium pay shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

9.8 Other Incentive Pay. The Hospital and Union agree that any new incentive pay plans, or any change in current incentive pay plans, whether for extra shifts to address staffing needs, or to reward good attendance, or for other reasons, shall be negotiated.

9.9 Mileage Reimbursement. Nurses required to use their personal automobiles for work shall be reimbursed at the IRS-recognized mileage rate. If the IRS mileage rate changes during the term of this Agreement, the mileage reimbursement rate shall be adjusted to the new rate effective at the beginning of the month following the publication date in the Federal Register of the IRS rate change.

ARTICLE 10 - MEDICAL AND INSURANCE BENEFITS

10.1 Health Insurance. The Hospital shall provide the same access to benefits, benefit levels, costs and contribution rates and levels of health insurance coverage to bargaining unit employees as provided to bargaining unit employees as provided to supervisors and managers of the Hospital.

To the extent consistent with the foregoing and other express language in the Agreement, there is neither decision nor effect bargaining obligations concerning access to benefits, benefit levels, costs and

contribution rates and levels of health insurance offered to other participants, or any future changes related to any aspect of the Hospital's health plan(s). Although there is no bargaining obligation, any increase in cost sharing or decrease in benefit levels shall be mentioned to the Union prior to implementation.

Starting January 1, 2019, the Hospital shall contribute on average \$713 per employee per month toward health insurance costs. As will be reflected in their contribution rates, employees will pay the remaining amount associated with the cost of their medical insurance. In 2020 and 2021, the Hospital and employees shall equally share any health insurance cost increases up to a 10% cap per year.

10.2 Life Insurance. All full-time and part-time nurses who have completed their probationary period and who are regularly scheduled to work .6 FTE or more shall be covered by the Hospital's group life insurance policy at no cost to the nurse. The policy shall provide for 1.5 times annual salary rounded to the next higher \$1,000 to a maximum of \$50,000.

10.3 Pre-Tax Flexible Spending Account. The Hospital intends to maintain a pre-tax flexible spending account under Section 125 of the Internal Revenue Code providing Section 125 remains unchanged. This provides a pre-tax account to cover insurance premiums and medical and dependent care expenses. The components are pre-tax premiums for dependent coverage and covered by insurance.

10.4 Retirement Plan. The Hospital will continue to maintain its current 401(k) and related provisions. However, the Hospital will agree to contribute 1.5% *after* the employee contributes 3% of his or her salary. This match only applies to the first 3% contributed by employees. There is a two-year vesting requirement. Employees will receive credit for past Hospital service, including contiguous service with Highline Medical Center. The Hospital contribution will be deposited with every paycheck.

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

10.6 Other Insurance. The Hospital will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the state law.

10.7 Trauma Relief Bank.

10.7.1 Trauma Relief Bank (TRB). The purpose of "Trauma Relief Bank" (TRB) is to provide employees compensation in an absence from work due to workplace violence sustained at work. Participating employees injured by workplace violence are eligible for TRB benefits.

Effective January 15, 2019, the Hospital will create a "bank" for trauma relief and enable this benefit with a one-time deposit of 350 hours in the TRB. Regular full time and part time employees will be required to donate accrued paid sick leave from the carry over amount as of January 1, 2019. This donation will be taken from full time and part time employees' carryover balances *in excess of* the minimum carryover level required by applicable state and local laws. The donations will be taken from employees on a pro-rata basis. If they elect in writing to participate and share their hours this way, per diem employees who elect wages in lieu of benefits may qualify for the TRB if they contribute a pro-rata share of their accrued paid sick leave into the TRB.

Starting in January 2020, the Hospital will review the hours in the Labor Management Committee and roll over any remaining 2019 TRB hours into a 2020 TRB bank. If the bank must be replenished back to 700 total hours, the Hospital and eligible employees shall contribute equal amounts to fully

replenish the bank consistent with the process described in the prior paragraph. This review and replenishment process will continue in subsequent years after 2020.

10.7.2 TRB Usage. All participating employees may take TRB after the first eight (8) hours or one (1) day (whichever occurs first) of sick leave has been used for each absence or for the first day of absence for inpatient hospitalization. TRB hours will be requested under the current annual leave policy. Employees are free to stop participating in the TRB, but any accrued sick leave already shared and deposited into the TRB bank will not be returned.

10.7.3 TRB Compensation. TRB hours will be paid at the employee’s regular rate of pay for bona fide cases of personal injury which have incapacitated the employee from performing regular duties.

10.7.4 Proof of Illness. To the fullest extent allowed by law, the Hospital reserves the right to require reasonable written proof of illness.

10.6.5 Worker’s Compensation Insurance. In any case in which an employee would be entitled to benefits or payments under the Industrial Insurance Act, TRB benefits will be adjusted to 40% of salary. It shall be the employee’s option to use TRB benefits as compensation for the difference between Worker’s Compensation payments and the employee’s regular rate of pay.

ARTICLE 11 - ANNUAL LEAVE

11.1 Accrual. Full-time and part-time LPNs shall receive annual leave based upon hours of work in accordance with the following schedule:

Upon Completion of: (2,080 hours = 1 year)	Annual Leave
1 year	13 day days (104 hours)
2 years, 3 years	13 days (104 hours)
4 years, 5 years	21 days (168 hours)
6 years, 7 years	22 days (176 hours)
8 years, 9 years	23 days (184 hours)
10 years, 11 years	24 days (192 hours)
12 or more years	26 days (208 hours)

11.2 PTO Carryover:

- A. Employees may carry over a maximum of 160 hours of PTO at year’s end, accrued but unused PTO shall not be paid out in lieu of time taken or donated to other employees.
- B. At termination, employees with a PTO balance shall be paid out their accrued but unused PTO, not to exceed 160 hours.
- C. Employees’ balances of accrued but unused PTO that exceed 160 hours at the time of ratification will not count towards the maximum carryover for the year in which employees ratified the Agreement (“ratification year”).
- D. Employees may not use PTO in the interim time between your resignation and termination date.

11.3 Eligibility. Annual leave shall begin accruing the first day of employment. During the probationary period, an LPN is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required probationary period, an LPN shall be eligible to take any annual leave which

has accrued.

11.4 Scheduling. All annual leave requests must be in writing. Approvals are considered based on the staffing needs of the department. Each year, the Hospital shall receive annual leave requests for the twelve (12) month period beginning May 1 and continuing through April 30 of the following year. Requests filed by Feb 28 shall be approved by seniority or denied in writing no later than March 31. Requests to use annual leave will not be denied on the basis of insufficient accrual provided the nurse can be reasonably expected to have accrued sufficient annual leave by the time it is to be taken. Annual leave approved during this time may not be rescinded due to requests made after Feb 28, regardless of seniority. Annual leave requests made after Feb 28 will be approved based on date of request, or denied in writing within fifteen (15) days of submission. Vacation approvals of less than 2 weeks will not be denied with 2 months' notice during the period of January 2 to May 30 and September 7 to November 15. Subject to Departmental guidelines, annual leave requests for time between the Friday before Memorial Day and Labor Day may be limited to two (2) consecutive calendar weeks. During that time, additional weekends off may be limited.

11.3.1 If the same period had been granted the previous year it may not be granted so that equitable access exists in obtaining annual leave. The Hospital will make all reasonable efforts to provide requested vacations.

11.5 Loss of Annual Leave. Annual leave accumulated in the course of one (1) year (2,080 hours) of employment must be used before completing a subsequent year (2,080 hours) of employment. An LPN will not lose accrued annual leave without receiving prior written notification from the Hospital, nor will an LPN lose accrued annual leave if the Hospital was unable to schedule the time off.

11.6 Work on Holidays. The Employer recognizes the following holidays for purposes of calculating holiday pay.

1. New Year's Day
2. Martin Luther King Jr Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Christmas Day

11.6.1 Personal Holidays Employees shall also receive one (1) personal day per year, which shall be compensated at regular rate of pay. This personal day must be used within the calendar year in which it is made available or else it is forfeited.

11.6.2 Working on Holidays. Employees will be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for all hours worked on the nine (9) Corporate holidays identified above.

11.6.3 Substitution of Holidays

- A. Employees may substitute any of the holidays identified in Section 11.6 to observe holidays not listed above.
- B. Employees must use personal days from their available bank and must have adequate

- leave available to cover the substitute holiday(s).
- C. Further, employees substituting one or more holidays in a calendar year must inform Human Resources of their intent to do so by January 31 of each year of this Agreement or, if the employee is hired after ratification, within thirty (30) days of their date of hire.

11.7 Rotation of Holiday Work. Holiday work shall be rotated equitably by the Hospital to the extent possible, based on patient care requirements.

11.8 Payment Upon Termination. After completion of one (1) year of employment, LPNs shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those LPNs who terminate their employment without giving the required twenty one (21) days' prior written notice, or to those LPNs who are discharged for cause.

11.9 Pay Rate. Annual leave pay shall be paid at the LPN's regular rate of pay.

ARTICLE 12 - PAID SICK AND SAFE LEAVE

12.1 Accrual and Carryover. Employees shall accrue paid sick and safe leave benefits at the rate of eight (8) hours for each 173.3 contributing hours of employment (or 1 hour for every 21.6625 worked). The maximum carryover of accrued paid sick and safe leave shall be seven hundred twenty (720) hours per employee. Any amount of unused, accrued paid sick and safe leave above 720 hours at the end of a calendar year will be lost.

12.2 Usage.

Accrued paid sick and safe leave may be used for the following reasons:

- The employee's mental and physical illness, injury or health condition, including temporary medical disability (for example, an employee with pregnancy or childbirth), or to accommodate the employee's need for medical diagnosis, care or treatment of the employee's mental or physical illness, injury or health condition, or an employee's need for preventive care such as medical, dental or optical appointments.
- To care for an employee's family member with a mental or physical illness, injury or health condition; to care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or to care for a family member who needs preventative care such as medical, dental or optical appointments.
- If the employee's workplace or employee's child's school or place of care is closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. However, this does not include when an employee's child's school or place of care has been closed due to inclement weather, loss of power or loss of water.
- Absences resulting from the employee or his/her family members being the victim of domestic violence, sexual assault or stalking, including absences to seek law enforcement assistance or participate in legal proceeding, seek treatment from a health care provider, obtain services from a social services agency assisting such victims, to obtain mental health counseling, or to participate in safety planning, relocation for safety reasons, or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking (collectively referred to as "domestic violence").

“Family member” is defined as a child (of any age) or parent (including biological, adopted, foster, step or legal guardian), a spouse, registered domestic partner, spouse’s parent, grandparent, grandchild or sibling.

Paid sick and safe leave may be used in the same time increments consistent with the Hospital’s pay practices.

12.2 Payment. If an employee becomes ill or injured, the Hospital shall pay the employee sick leave pay for each day of illness or injury beginning with the first day of missed work, up to the amount of the employee’s accrued sick leave. Employees may begin using accrued paid sick and safe leave on the 90th day after their employment commences.

12.3 Pay Rate. Sick and safe leave shall be paid at the employee’s normal compensation rate as defined by state law.

12.4 Notification and Verification. Employees are encouraged to provide the Hospital with as much advance notice as possible in the case of illness or injury when they are unable to report for duty as scheduled. Employees shall notify the Hospital at least two (2) hours in advance of the employee’s scheduled shift if the employee is unable to report for duty as scheduled. Whenever possible, the request to use paid sick and safe leave should include the expected duration of the absence.

Whenever the need to use accrued paid sick and safe leave is **foreseeable** (such as a planned treatment or procedure whether for the employee or his/her family members), employees shall provide a leave request form to their supervisor at least 10 days, or as early as possible, before the paid sick and safe leave absence is expected to start. If the need to use leave is foreseeable, but not sufficiently in advance to provide the requisite 10-day notice, the leave request form must be given to the employee’s supervisor as early as possible in advance of the foreseeable absence. Further, employee must give advance oral or written notice to his/her supervisor as soon as possible for the foreseeable use of paid sick and safe leave to address domestic violence issues involving the employee or his/her family member.

If the need to use accrued paid sick and safe leave is **not foreseeable** (such as when there is an unforeseeable absence due to employee or family member illness or injury), the employee must provide notice of the need to use paid sick and safe leave as soon as possible before the required start of their shift, unless it is not practicable to do so. In the event it is not possible for the employee to provide notice of an unforeseeable absence, another person, on the employee’s behalf, may provide such notice. In the case of an unforeseen absence related to domestic violence; however, oral or written notice must be provided no later than the end of the first work day that the employee takes such leave, if possible.

Absences more than three consecutive work days for paid sick and safe leave purposes may need to be confirmed by documentation from a healthcare provider upon request. Similarly, when an employee uses paid leave for safe leave purposes related to domestic violence, employees may be required to verify they or a family member has been a victim and leave was taken for reasons related to domestic violence. If required, employees must provide this verification in a timely manner, though it only needs to be provided in a reasonable time period if it is an emergency situation or involves unforeseen circumstances. Employees must supply a police report, court order, other evidence from a court or prosecuting attorney or documentation from an advocate for victims of domestic violence, an attorney, a member of the clergy, or a medical or other professional (e.g., social services provider, paralegal or realtor).

12.5 Other Benefits. In cases where an employee is entitled to benefits under the Workers’ Compensation Act or similar legislation, employees may use accrued sick and safe leave to cover the difference between those benefits and the employee’s normal compensation rate. The employee’s accrued sick leave shall be reduced on the same prorated basis.

12.6 No Discrimination or Retaliation. There shall be no discrimination or retaliation against any employee for use of paid sick and safe leave consistent with state law.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 In General. All leaves of absence are to be requested from the Hospital 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 Hospital within thirty (30) days. A leave of absence begins on the first day of absence from work which will be identified as the effective date of the leave of absence on the PAR.

13.2 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 sick leave during the period of disability and annual leave thereafter to the extent accrued. The Hospital 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. Employees on approved maternity leave will have the option of continuing their existing group insurance coverage at their own expense during the length of the leave.

13.3 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 newborn 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 Hospital 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. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. An employee may guarantee her position (same clinical grouping, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining 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 Hospital 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.

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

- (c) **Parental Leave.** In the event an employee takes a parental leave for either the birth or adoption of a child, the employee would be eligible to receive donated annual leave hours from co-workers. Donations must be a minimum of four (4) hours which will be converted to the regular rate of pay of the person taking the leave.

13.4 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 13.3 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to the first available position for which the employee is qualified consistent with the process established in Section 5.07 of this Agreement. Such leave shall not exceed one (1) year.

13.5 Health Leave. After one (1) year of continuous employment, 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 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 nurse 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 Hospital may require a statement from a licensed medical practitioner verifying the employee's health condition and attesting to the employee's capability to perform the work required of the position.

13.6 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States, or in order for an employee to fulfill her/his obligated service in the uniformed services, shall be granted without pay, without loss of benefits accrued to the date such leave commences. Such leave shall be considered annual leave only upon request of the employee. Upon return from military service, the employee shall be afforded all of the rights and privileges set forth in the Uniformed Service Employment and Reemployment Rights Act and any other applicable federal and state law.

13.7 Jury Duty. All full-time and part-time employees who are required to serve on jury duty or who are called to be a witness on behalf of the Hospital in any judicial proceeding, shall be compensated by the Hospital for the difference between their jury duty/witness fee pay and their regular rate of pay. Employees subpoenaed for proceedings not involving the Hospital will be given unpaid release time.

13.8 Personal Leave. All full-time and part-time employees shall be granted three (3) days of personal leave per year without pay upon request; providing such leave does not adversely affect patient care. Employees may schedule leave under this section without exhausting available annual leave.

13.9 Bereavement Leave. Up to twenty-four (24) hours of paid leave (prorated for part-time employees), instead of up to three (3) regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of paid leave may be granted up to a maximum of forty (40) hours where travel over five hundred (500) miles to the destination is required to attend the funeral. Immediate family shall be defined as grandparent, parent, wife, husband, brother, sister, child or grandchild, son or daughter-in-law, mother or father-in-law.

13.10 Leave Without Pay. Employees on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity steps or benefits.

13.11 Leave With Pay. Leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with the Hospital.

13.12 Return From Leave. Employees who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the employee is qualified consistent with the provisions of Section 5.07.

ARTICLE 14 - COMMITTEES

14.1 Labor-Management Committee. The Hospital and the Union agree there will be a joint Labor-Management Committee composed of members from the SEIU-represented bargaining units, and the UFCW-represented bargaining unit. The purpose of the Labor-Management Committee is to assist with personnel and other mutual problems through fostering improved communication and working conditions between the Hospital and nurses. The Committee shall identify, evaluate and discuss areas of concern and where appropriate compile and evaluate data. The Committee shall recommend solutions to identified problems including patient and nurse satisfaction and nurse recruitment and retention. One of the tools the Committee may use to improve patient care systems and operations is the continuous quality improvement process. The Committee shall consist of up to six (6) representatives of the Hospital (including the Assistant Administrator for Human Resources) and up to six (6) Union-selected representatives of the nurses. All members of the Committee shall be employees of the Hospital. The Committee will meet monthly unless otherwise agreed to by the Committee.

14.2 Compensation. All time spent by nurses who are members of contract-established or Hospital-established committees (including ad hoc or subcommittees) will be considered time worked and will be paid at the appropriate rate of pay.

ARTICLE 15 - HEALTH AND SAFETY

15.1 Workplace Health and Safety. The Hospital will maintain a safe and healthful workplace in compliance with Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committee in accordance with regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Hospital of education and preventative health measures for the workplace and its employees. The Committee shall include four (4) employee representatives, 2 from nursing (RN/LPN) and 2 from service appointed by the Union, and two members of management. The Committee shall include two (2) nurse representatives appointed by the Union. Nurses are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee and/or the Hospital's Risk Manager by utilizing a Quality Management Memo.

15.2 Health and Safety.

- a. The Hospital will prioritize worker safety and will seek out and implement solutions when new safety concerns arise.
- b. The Hospital remains committed to providing education, products, and equipment, work practice controls, and engineering controls to minimize nurse risks from occupational injury or exposure.
- c. The Hospital shall also continue to provide confidential twenty-four (24) hour information and referral for nurse sustaining occupational injury or exposure. This commitment to nurses' health and safety is documented in the Hospital's Employee Health Program.

15.3 Workplace Violence Program Due to health care personnel being at increased risk of workplace violence, the Hospital and the Union agree to work together to protect nurses.

- i. A new bargaining unit position, Safety Tech will be created and filled with staff that have training in verbal and physical de-escalation.
 1. The Safety Techs' qualifications and duties are set forth in the job description attached as Exhibit "A"
 2. The Employer will bargain with the union over any proposed changes to the job description.
 - ii. Three (3) Safety Techs will work a 12-hour shift 7 am – 7 pm.
 - iii. Two (2) Safety Techs will work a 12-hour shift 7 pm – 7 am.
 - iv. The employees will not have a patient assignment and will participate in codes.
 - v. No Safety Tech or temporary replacement for any Safety Tech shall be permitted to participate in the physical restraint of a patient unless and until they have completed all required verbal and physical de-escalation training, which shall be completed within one week.
 - vi. Vacancies will be filled by security agency personnel
- c. The labor management staffing committee create a comprehensive violence protection program that includes the elements of hazard and risk factor identification, training, reporting, post-incident response planning and program evaluation.
- d. The parties will review workplace violence data and evaluate additional interventions and trainings needed.

De-Escalation Training

- a. The Hospital will provide all staff with nationally recognized verbal and physical de-escalation training.
- b. If staff request additional training, that will be provided by the Employer.
- c. Within thirty (30) days of ratification, the Labor-Management Committee will meet to discuss the need, if any, for additional or different de-escalation training. The Labor-Management Committee will be empowered to make evidence-based recommendations for changes, supplements, or enhancements to de-escalation training.____

15.4 The Hospital has developed a comprehensive violence protection program that includes the elements of hazard and risk factor identification, training, reporting, post incident response planning and program evaluation.

15.5 Tuberculosis Exposure Control Program. All nurses working in patient care areas will be provided annual PPD screening. Nurses in high risk areas may be screened more frequently. Any nurse who is a PPD converter as a result of an occupational exposure will be referred to an appropriate medical specialist for follow-up, including preventive therapy at no cost to the nurse.

15.6 Hepatitis B Vaccine. The Hospital will provide, free of charge, Hepatitis B vaccines to those nurses who desire the immunization consistent with existing protocols.

15.7 In future health states of emergency

1. An employee who the employer does not permit to work dues to exposure of communicable disease shall be placed in paid leave status with no loss of pay, benefits or accrued time off until the Employer permits the employee to return to work.
2. An employee who is unable to work as a result of a quarantine status shall be placed in leave status with no loss of pay, benefits or accrued time off until the Employer is released from quarantine and able to return to work.
3. The Employer will provide all employees who have been exposed to a communicable disease with written notice within eight (8) hours of known exposure. The written notice will include: the date of exposure, assessment of exposure risk and Employer decision on whether or not to permit the nurse or healthcare worker to work.
4. The employer will provide a written report of which workers entered into paid leave status and if any requests have been denied.
5. The employer will provide on site testing for both workers and patients in any circumstance of possible outbreak.
6. The employer will take all possible steps to protect workers from disease.

ARTICLE 16 - STAFF DEVELOPMENT

16.1 Orientation. The objectives of orientation shall be to familiarize new nurses with the objectives and philosophy of the Hospital and nursing services, to orient new nurses to Hospital policies and procedures, and to instruct new nurses as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, unit and/or shift work.

16.2 Inservice Education. A regular and ongoing nursing inservice education program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory. The goals of inservice education shall be:

1. to promote the safe and appropriate care of the patient;
2. to develop staff potential; and
3. to create an environment that stimulates learning, creativity, and professional satisfaction.

Topics to be offered will be reviewed quarterly by the LPN Labor-Management Committee. The objectives of inservice education shall be to provide ongoing education programs which will enhance patient care and skill development. Inservice education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Hospital to attend inservice education during off-duty hours will be paid at the applicable rate of pay.

16.3 Approved Expenses. When the Hospital requires the nurse to participate in an educational program (which shall exclude programs for maintaining licensure), the Hospital will pay approved expenses that are

directly related to the program.

16.4 Job-Related Study. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study providing such leave does not jeopardize Hospital service. The nurse would not lose accrued benefits including seniority and would be eligible to self-pay dental and medical insurance in accordance with Article 13 (Leaves of Absence).

Upon application, a nurse would be considered an internal applicant for any job category within the Hospital that would apply to a new status earned through job-related study.

16.5 Education Leave. Nurses shall be allowed up to twenty-four (24) hours of paid educational leave per year (prorated for part-time nurses); provided, however, such leave shall be subject to scheduling requirements of the Hospital and approval of the subject matter by the Department Director. As a condition to receiving education leave, nurses will be expected to share the information at department staff meetings.

16.5.1 Education Expenses. Subject to the prior approval of the subject matter by the Department Director, full-time nurses shall receive up to one hundred twenty-five dollars (\$125) per year (prorated for part-time nurses) for registration fees and related travel expenses. For information regarding available degree-related tuition reimbursement, nurses should contact the Human Resources Department.

16.6 Professional Leave. Nurses may be allowed up to twenty-four (24) hours of paid professional leave per year (prorated for part-time nurses) to attend related nursing specialty organization meetings or other professional meetings approved by the Hospital; provided, however, such leave shall be subject to budgetary considerations and scheduling requirements of the Hospital.

16.7 Sabbatical Leave. The Hospital will establish a sabbatical leave. The purpose of a sabbatical leave is to provide an extended period of unpaid leave from a registered nurse's customary work to acquire new skills or training. The sabbatical makes available the necessary time to pursue significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in underserved areas, publishing. Nurses are eligible for their first sabbatical after working a minimum of ten (10) calendar years of regular employment as a registered nurse with the Hospital. An employee who qualifies may request (1) sabbatical of up to six (6) months or (2) a sabbatical of up to one (1) year after working thirteen (13) years. Nurses granted a sabbatical will be able to self-pay medical, dental and life insurance benefits consistent with their FTE level, subject to the availability of insurance coverage, and will retain their seniority. The total number of sabbatical leaves that may be granted during any one (1) calendar year will not exceed three (3). An employee granted a sabbatical agrees to return to regular employment with the Hospital following sabbatical for at least one (1) year. Employees returning from sabbatical leave of no more than six (6) months shall be reinstated to their prior position. Thereafter, employees will be reinstated to the first available position for which they are qualified. Within forty-five (45) days of returning from a sabbatical leave, the nurse will provide a report(s) regarding the knowledge gained while on leave to the Chief Nursing Officer and/or the nursing staff in a format mutually agreed upon. An employee is eligible to apply for another sabbatical only after seven (7) years have elapsed after the original sabbatical leave. The final decision to grant or deny a sabbatical will be made by the Chief Nursing Officer.

ARTICLE 17 – STAFFING

17.1 Goals and Intent. The Hospital strongly supports the proposition that adequate staffing is necessary to meet the needs of our patients and provide quality care. In order to ensure that the Hospital is staffed appropriately, both with the necessary number of registered nurses required to care for the patients' clinical needs, as well as the necessary number of other patient care services staff, the Hospital agrees to assess patient care requirements which can be converted into RN and other patient care services staffing requirements, and, where deemed necessary, adjust the baseline/core staffing for all patient care areas.

17.2 Joint Staffing Committee. The parties shall maintain a Joint Staffing Committee. The primary responsibilities of the Committee, which should be scheduled to meet quarterly, will be:

1. Development and oversight of an annual patient care unit and shift-based nurse staffing plan, based on the needs of patients, to be used as the primary component of the staffing budget. Factors to be considered in the development of the plan should include, but are not limited to:
 - a. Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;
 - b. Level of intensity, as determined by the nursing assessment of all patients, and nature of the care to be delivered on each shift;
 - c. Skill mix required;
 - d. Level of experience and specialty of available staff;
 - e. The need for specialized or intensive equipment;
 - f. The architecture and geography of the patient care unit, including but not limited to
 - i. placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment;
 - g. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations;
 - h. Significant technological advances

In addition, all staffing matrices will reflect;

- a. no patient assignments for the charge nurse.
- b. Every effort will be made that 1:1 sitter assignments will be in addition to the staffing matrix. When there is more than 4 Q5 check patients on a floor, the MHS staffing will increase.
- c. For day and evening shifts, maximum patient assignments will be as follows;

<u>Unit</u>	<u>RN:Patient</u>	<u>Tech:Patient</u>
General	1:7.5	1:12
Gero	1:7	1:7.5
Rehab	1:14	1:16
Acute 2W and 3W	1:8	1:12
Detox	1:7	1:16

2. Review and compile all staffing plans into a comprehensive report which is submitted to the CEO and the recommended staffing plans will be approved for implementation.
3. Semiannual review, or more often as indicated, of the staffing plan against need and known evidence-based staffing information, including the nursing-sensitive quality indicators collected by the Hospital;
4. Assist in seeking solutions for the availability of staff to meet patient care needs.
5. Review, assessment and response to staffing concerns presented to the Committee.
6. Review any staffing variance forms.

7. The Joint Staffing Committee will agree upon the format of the public posting in addition to the components that will be reported (unit matrix, staff required, and staff available)
8. Collect unit-specific data sets which may include but are not limited to compliance with staffing matrices, when charge RNs are taking patients, sitter usage, performance measures, use of overtime, unmet breaks or meals, planned or unplanned absences, vacancies, extra shifts, double shifts, agency, travelers, floats and per diem to meet staffing requirements. To understand current staffing levels on a bi-annual basis the committee will review the employee roster to ensure accuracy and transparency in the staffing of each unit.
9. On a continual and at least quarterly basis the committee will review (with input from medical and psychiatric providers)
 - a. The medical acuity admission criteria
 - b. Data from the previous quarter for each unit, showing the patient population and how Article 18.10 was followed to ensure appropriate placement of patients for the type of care they need
 - c. -how communication between units happened when patient care needs change.

17.3 Composition. Composition of the Joint Staffing committee shall include up to six (6) nursing and other staff representatives, selected by the Union, and four (4) management representatives. There shall be a co-chair selected by the Union, and a co-chair selected by management, and the Union and the Hospital shall have equal authority in making Committee decisions. Committee members shall participate in good faith in order to address staffing concerns consistent with best interests of patients and the Hospital. Each side shall have one collective vote on approving each staffing plan and any other functions performed by the Committee. If the vote is deadlocked, normal management rights prevails and the Hospital shall set staffing and/or make the relevant determination.

Participation in the Joint Staffing Committee by a Hospital employee shall be on scheduled work time and compensated at the appropriate rate of pay. Joint Staffing Committee members shall be relieved of all other work duties during meetings of the Committee and replaced with staff as needed.

17.3.1 There shall be one additional representative to the Joint staffing committee who will seek to present the staffing concerns of social work, discharge planners, therapists, SUDP, housekeeping, dietary and admitting.

17.4 Non-retaliation. The Hospital will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Joint Staffing Committee, or an employee who notifies the Joint Staffing Committee or the Hospital administration of his or her concerns about nurse staffing.

17.5 Training. Members of the Joint Staffing Committee will propose appropriate ongoing education for staff. Ongoing formal training opportunities will be continually evaluated. Committee members will be included as indicated by mutual agreement.

17.6 Process for Raising Staffing Concerns. Staff with concerns about their patient care assignment or unit staffing should address concerns with the charge nurse. Staffing and workload issues should be addressed promptly by the charge nurse at the time of occurrence, and may be resolved through resources such as adjustments in assignments, the use of other staffing resources (e.g., per diem nurses, float staff, agency nurses), adjustments to work loads, adjustments to work schedules, or other resources. The charge nurse may adjust staffing levels to meet patient care needs, as approved by the House Supervisor or the Chief Nursing Officer.

When, in the opinion of a staff nurse, the staff mix, patient acuity, and/or lack of available resources

dictates the need for a staffing level which varies from the staffing matrix, then the staff nurse may file a written “staffing concern form” with the nursing manager, or designee, and the nursing supervisor, as appropriate. The intention is to weigh the facts and circumstances and arrive at a collaborative decision, to fix the problem, including a timely report back by the manager or supervisor to affected staff. The staffing concern form (along with any results of staffing issues resolved or not resolved) will be forwarded to the Joint Staffing Committee for further review and discussion.

17.7 Changes to National or State Staffing Laws. In the event that there are new statutes specifically dealing with nurse staffing in institutions providing similar services, the Union and Hospital will reopen this Article 18, Staffing, if mandatorily required in order to be in compliance with any new such statute.

17.8 Safe Staffing. Cascade Behavioral Hospital and SEIU Healthcare 1199NW recognize that adequate staffing is a necessary component to providing safe, quality care. In recognition of our common interest in safe patient staffing, Cascade Behavioral Hospital confirms its commitment to staffing consistent with such nurse staffing plans (matrices) as approved by the staffing committee process.

Cascade Behavioral Hospital shall follow RCW 70.41.420. This commitment includes providing an annual staffing plan, collaboratively adopted and in the monthly meetings beginning in July 2018 and submitted to the Department of Health by the Hospital January 1, 2019.

Next steps

Nursing staffing committee – The nursing staffing committee will meet to determine next steps to be compliant with the law and adopt a staffing plan including a nursing staff matrix or “grid”. RNs, LPNs and Service employees will be represented on the committee prepared to advocate for their particular staffing grid. In future meetings the staffing committee will have ready access to data pertinent to the analysis of nurse staffing which may include but is not limited to:

- Patient census and census variance trends.
- Hours per patient Day
- Admits and Discharges
- Acuity information
- Breaks taken, breaks missed
- Recruitment and retention and turnover data
- Staffing complaint form

17.9 Patient population and bed placement. To ensure that patients receive the best care they can and that staff are able to work to the top of their skill set, every reasonable effort will be made to ensure that patients are placed on the unit matching their care needs. Only as a last result will patients be placed in a unit that does not meet their population and at the first available moment will be transferred to the most appropriate unit. In these circumstances, intake/bed placement will provide the reason for the patient placement.

ARTICLE 18 - TRAINING AND UPGRADING FUND

18.1 Training and Upgrading Fund. A Training and Upgrading Fund, to be known as the SEIU Healthcare 1199NW Joint Employer Training and Upgrading Fund (the “Training and Upgrading Fund”) will be maintained for the purpose of creating a program for addressing the workforce needs of participating employers (collectively “Participating Employers”) as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Training and Upgrading Fund, which will be established by an Agreement and Declaration of Trust (“Trust Agreement”). The contribution to the Training and Upgrading Fund shall be an amount

equal to one percent (1%) of the gross payroll of such bargaining unit employees (collectively "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/reserve/on call/temporary employees.

18.2 Fund Trustees, Programs, Staff. The Trustees of the Training and Upgrading Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Training and Upgrading Fund. While acting in a manner consistent with the Training and Upgrading 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 Training and Upgrading Fund.

18.3 Trust Agreement. The Hospital and Union agree to abide by the Trust Agreement.

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

18.5 Fund Contributions, Records and Collections. The Hospital shall remit the Training and Upgrading 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 Hospital shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Training and Upgrading Fund and/or to enable the Training and Upgrading Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Training and Upgrading Fund.

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

18.5.2 The Hospital agrees that the collection of delinquent Hospital contributions shall be subject to the collection policy established by the Trustees of the Training and Upgrading Fund.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

19.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 11.5 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of a nurse to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Hospital to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the nurse.

19.3 Grievance Procedure. A grievance shall be submitted to the following grievance procedure:

Step 1. Immediate Supervisor.

If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed. A Union Delegate shall be present if requested by the nurse. If the Union Delegate participates in the grievance meeting, the Director of Human Resources or designee may also be present at this Step 1 meeting. Upon receipt of the written grievance, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the nurse within ten (10) calendar days following receipt of the written grievance.

Step 2. Department Director.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance in writing to the Department Director (and/or designated representative) within seven (7) calendar days of the immediate supervisor's decision. A conference between the nurse (and the Union Delegate/Representative, if requested by the nurse) and the Department Director (and/or designated representative) shall be held within ten (10) days for the purpose of resolving the grievance. The Department Director shall issue a written reply within ten (10) days following the grievance meeting.

Step 3. Hospital Chief Executive Officer.

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

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Hospital Administrator or designee. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators from Washington and/or Oregon shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later, and the arbitrator shall have no jurisdiction to decide the issue after that sixty (60) day period. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages, nor shall the arbitrator

be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Hospital at Step 1 of this grievance procedure. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party

incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

19.4 Union Grievance. The Union may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing within fourteen (14) calendar days from the date the nurses were or should have been aware that the grievance existed.

19.5 Termination. Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including Step 4) regardless of the expiration date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only and shall not be subject to arbitration.

19.6 Optional Mediation. Nothing in this grievance procedure shall restrict both parties from agreeing to a mediation process in order to resolve a grievance, if such a process is mutually agreed to in writing.

ARTICLE 20 - MANAGEMENT RIGHTS

The Union recognizes that the Hospital has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Hospital to operate and manage the Medical Center including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, provided however, the Hospital reserves the right to discharge any nurse deemed to be incompetent based upon reasonably-related established job criteria and exercised in good faith; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses, except as limited by law (Senate Bill 6675); and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Medical Center on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 21- SUBCONTRACTING

There shall be no subcontracting of any bargaining unit work for the life of the contract. This shall not apply to work that is done on an occasional or temporary basis by non-bargaining unit personnel or contractors, existing work that has been customarily and historically subcontracted, to work requiring specialized and unique skills and/or equipment not generally available within the unit and where training cannot reasonably be provided, to overload work (providing such work does not result in a reduction of the FTE status or layoff of any bargaining unit member), and new work that cannot feasibly be performed by bargaining unit employees. In the event there is significant opportunity identified for expense reduction through subcontracting, the Union will meet and negotiate ways to mitigate the expense variance, with subcontracting included as a possible alternative. Except as otherwise provided in the paragraph above,

subcontracting would only be by mutual agreement.

ARTICLE 22 SALE OR TRANSFER

21.1 The Employer will give the Union sixty (60) days' advance written notice of its intent to sell or transfer any part of its operations covered by this Agreement.

21.2 If, as a result of the anticipated sale or transfer, the bargaining unit work affected by the action will continue to be performed at Cascade Behavioral Health, the Employer's agreement with the buyer or transferee (herein, "Successor") will provide:

21.2.1 That the Successor will hire Cascade employees in bargaining unit positions, in order of seniority, to perform the work, providing, skill, competence and ability are considered substantially equal in the opinion of the Employer;

21.2.2 That the Successor will maintain all the terms and conditions of this Agreement in effect as a condition of such sale or transfer and;

21.2.3 That the Successor will not hire new employees or assign its own employees to perform bargaining unit work unless or until it has exhausted the list of Cascade bargaining unit employees under 25.2.1 above and vacant positions or unassigned bargaining unit work remain.

21.4 No less than thirty (30) days prior to the effective date of a sale or transfer of operations, the Employer will provide the Union with a copy of the agreement with the buyer or transferee, which is signed by all parties to the agreement, which contains the applicable provisions of this clause.

ARTICLE 23 - UNINTERRUPTED PATIENT CARE

It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, nurses or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever, and the Union will at all times cooperate with the Hospital in maintaining complete operations. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert the same. Any nurse participating in any strike, picketing, walkout, slowdown or work stoppage will be subject to immediate dismissal. The Hospital agrees that during this same time period, there shall be no lockouts.

ARTICLE 24 - GENERAL PROVISIONS

24.1 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall

remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Hospital and Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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

24.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Hospital. The Hospital agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Hospital will communicate any changes in past practices to the impacted bargaining-unit staff in advance of the change.

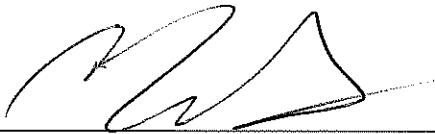
24.4 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings 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 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 25 - DURATION

This Agreement shall become effective July 1, 2021, and shall continue in full force and effect through June 30, 2024. Should either party desire to amend the terms of this Agreement, a written notice of opening shall be submitted by certified mail no later than ninety (90) days prior to expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30th day of November, 2021

CASCADE BEHAVIORAL HOSPITAL



Chris West
Chief Executive Officer
Cascade Behavioral Hospital

SEIU HEALTHCARE 1199NW



Diane Sosne, RN, MN
President
SEIU Healthcare 1199NW

APPENDIX A CASCADE BEHAVIORAL HOSPITAL LPN WAGE SCHEDULES

July 1, 2021	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Level I	22.42	22.96	23.45	24.00	24.51	25.05	25.57	26.10	26.48	26.63	26.88	27.14						
Level II	24.10	24.56	25.20	25.76	26.33	26.96	27.53	28.12	29.30	29.91	30.20	30.49	30.78	31.08	31.40	31.73	32.07	32.40
Level III	23.78	25.39	26.04	26.64	27.24	27.86	28.48	29.09	30.33	30.91	31.23	31.55	31.85	32.16	32.50	32.84	33.17	33.50

July 1, 2022	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Level I	23.32	23.88	24.39	24.96	25.49	26.05	26.59	27.14	27.54	27.69	27.96	28.22						
Level II	25.07	25.54	26.20	26.79	27.38	28.03	28.63	29.25	30.47	31.11	31.41	31.71	32.01	32.32	32.66	32.99	33.35	33.70
Level III	24.73	26.40	27.09	27.70	28.33	28.97	29.62	30.25	31.54	32.15	32.48	32.81	33.13	33.45	33.80	34.15	34.49	34.84

July 1, 2023	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Level I	24.48	25.07	25.60	26.21	26.76	27.35	27.92	28.50	28.91	29.08	29.35	29.63						
Level II	26.32	26.82	27.51	28.13	28.75	29.44	30.06	30.71	31.36	31.99	32.67	33.29	33.61	33.94	34.29	34.64	35.01	35.39
Level III	25.96	27.72	28.44	29.09	29.75	30.42	31.10	31.76	32.40	33.12	33.75	34.45	34.78	35.12	35.49	35.86	36.22	36.58

MEMORANDUM OF UNDERSTANDING


CASCADE BEHAVIORAL HEALTH

TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 7.4 (Flexible Work Schedules), of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Medical Center. All existing contractual provisions shall apply unless otherwise provided for herein.


1. **Work Day.** The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting often and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks.
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If a nurse works more than two (2) hours beyond the end of a scheduled shift, all additional overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x).
3. **Contract Premium Not Applicable.** Section 7.12 (Rest Between Shifts), shall not apply to this flexible schedule.
4. **Notification.** Nurses working the day shift must notify the Medical Center two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the evening or night shift must notify the Medical Center three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.
5. **7/70 Schedule.** Nurses scheduled to work seven (7) ten (10) hour days on duty, followed by seven (7) days off duty, shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for all work performed on their scheduled week off duty.

CASCADE BEHAVIORAL HOSPITAL



Chris West
Chief Executive Officer
Cascade Behavioral Hospital

SEIU HEALTHCARE 1199NW



Diane Sosne, RN, MN
President
SEIU Healthcare 1199NW

MEMORANDUM OF UNDERSTANDING

CASCADE BEHAVIORAL HEALTH

TWELVE (12) HOUR SIDFT SCHEDULE

In accordance with Section 7.4 (Flexible Work Schedules), of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Medical Center. All existing contractual provisions shall apply unless otherwise provided for herein.

- 1 **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(!) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute paid rest breaks.
- 2 **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses who work in excess of twelve (12) hours but up to thirteen (13) hours in a day or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times the regular rate of pay. If a nurse works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
- 3 **Contract Premium Not Applicable.** Section 7.12 (Rest Between Shifts), shall not apply to this flexible schedule.
- 4 **Notification.** Nurses working the day shift must notify the Medical Center two (2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the night shift must notify the Medical Center three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled.
- 5 **Work On Day Off.** If a nurse is regularly schedule to work thirty-six (36) or more hours per week, the nurse will be regarded as a full-time nurse for purposes of Section 7.15 (Work On Day Off), of the Agreement.

CASCADE BEHAVIORAL HOSPITAL



Chris West
Chief Executive Officer
Cascade Behavioral Hospital

SEIU HEALTHCARE 1199NW



Diane Sosne, RN, MN
President
SEIU Healthcare 1199NW

MEMORANDUM OF UNDERSTANDING

Organizational Equity and Inclusion

The Hospital and Union acknowledge the need for a respected, inclusive, diverse and valued workforce.

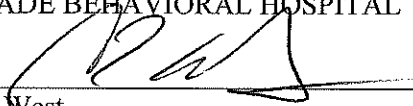
As part of this commitment the Labor-Management Committee will design a joint training and work plan that identifies and addresses embracing diverse perspectives, valuing diversity, and challenging possible workplace biases. Through the Committee, the parties will jointly select an independent facilitator within 90 days of ratification and pilot the training with the joint participants of the Labor-Management and Staffing Committees within six (6) months of ratification. The training will be in-person and may include follow up training elements over a period of time. All managers and supervisors will attend the training.

Employees are free to speak out about discrimination concerns or to bring such concerns to the Labor-Management Committee. If an employee or group of employees have a specific allegation of discrimination, they may pursue such allegations through the grievance procedure.

OE&I will be a standing topic on the Labor Management Committee which will seek to track issues of non-patient discrimination through available data and/or incidents of non-patient discrimination provided by management every six months.

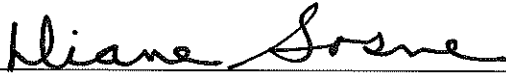
Date:

CASCADE BEHAVIORAL HOSPITAL



Chris West
Chief Executive Officer
Cascade Behavioral Hospital

SEIU HEALTHCARE 1199NW



Diane Sosne, RN, MN
President
SEIU Healthcare 1199NW

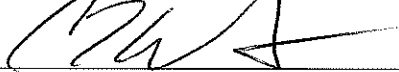
LETTER OF UNDERSTANDING

By and Between
Cascade Behavioral Hospital
And
SEIU Healthcare 1199NW

Enforcement of Staffing Article and Related Letters of Understanding

The Staffing article and related letters of understanding shall be enforceable by the grievance and arbitration procedure. A timely, written grievance shall be initially submitted at Step 3 of the process.

CASCADE BEHAVIORAL HOSPITAL



Chris West
Chief Executive Officer
Cascade Behavioral Hospital

SEIU HEALTHCARE 1199NW



Diane Sosne, RN, MN
President
SEIU Healthcare 1199NW

Exhibit A

Cascade-Safety_Tech Job Description

The Safety tech provides security services, access control management, and culture of safety in buildings, parking lots and grounds while ensuring the safety & security of employees, patients, clients and visitors. This position will act as an ambassador of safety, the environment of care, and the culture of safety.

Position Requirements

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Experience - minimum 3-5 years security experience required and experience in direct patient care preferred

Qualifications:

- Trained in verbal and physical de escalation techniques
Ability to effectively communicate verbally and non-verbally
An understanding and experience with trauma informed care
CPR certified & certified in safe restraint methods
- High School or GED equivalent.
physical requirements
 - o must be able to lift 75 pounds
 - o requires full body range of motion including the ability to reach from floor to overhead levels, manual and finger dexterity and eye and hand coordination
 - o Must be able to sit and stand for long periods of time and sprint a minimum of 100 yards
 - o Must be able to restrain and physically apprehend individuals as required and be able to conduct normal security business during and immediately following exertion. standing, walking, sitting for long periods of time; kneeling, squatting, and stooping; running for brief periods of time; and go up and down stairs.

Must have emotional control, integrity, professionalism, reporting skills and compassion.
Multilingual candidates preferred

Duties include:

- Provide timely response to an emergency situation occurring on campus including “code” calls
Conduct enhanced Safety rounds in the hospital and by participating in Client/patient risk review with the charge nurse on each shift about the milieu and patient risk review, including inspection of door security
When in available, and when not responding to a code, this position will Assist-in initial body check and contraband searches as requested by intake director or Admissions Nurse
Work with all disciplines to ensure order and safety in treatment areas
assist the nurses in the administration of compelled medications prescribed by a physician
- Enforce agency policies and maintain a visible presence on campus
Promote a safe, calm and secure environment with supportive care that is trauma specific and promotes recovery and wellness.
- Work alongside all employees to promote a safe milieu free from unsafe behavior
Upon request will work alongside unit staff to inspect patient quarters for contraband

Ensures environment of care rounds are completed, including of parking lots and helps monitor common areas within the-campus grounds, carries for a radio, and monitors all security cameras as time permits.

- Provide safety support to staff, clients, patients, and visitors as needed --including escorting staff/patients to/from parking lot, provide support during patient transition periods as requested by staff etc.

Apparel that distinguishes the staff as a team and from patients (e.g. green polo and black jeans) and the care team that says Care Response Team.

Supports a system-wide understanding of trauma prevalence, impact and trauma informed care.

Demonstrates a commitment to cultural competence.

Attend Monthly EOC safety Committee

Attend monthly All Staff Meeting

Follows organization infection control policies and procedures. At risk for exposure to blood borne pathogens.

Upon acceptance of the position, The Company will provide at least 40 hours of training in verbal and physical de-escalation, use of restraints, and best practices in caring for patients who may be violent, to each Security Tech. This will include the two day Handle with Care training and Organizational Equity and Inclusion Training.

MOU - Post Settlement Mediation

In an effort to assist the parties in achieving success on the pathway to a more productive and positive relationship, the Federal Mediation and Conciliation Service (FMCS) and an Organizational Equity and Inclusion (OEI) facilitator selected by the union will provide a platform for transparency and accountability as the parties carry out a new commitment to labor peace.

At the onset of convening the parties, the facilitators will guide discussion among delegates, union representatives and management to elicit the behavioral norms and values each expects of the other, using an equity and racial justice lens. These will be memorialized and serve as the foundation for improving the relationship.

In addition to working through challenging dynamics, the facilitators will assist the parties in working through contract commitments, including:

Review of the newly negotiated contract in order to identify and inventory all actions management and/or union representatives need to take to implement and comply with the terms of the new agreement along with the contractual labor/management committees, projects, ad hoc discussions and joint labor management processes that need to be launched.

Actions required of Cascade management and/or SEIU 1199NW and joint labor management projects will be itemized and prioritized by this group according to the stated contractual timelines.

The group will identify the What, Who, When and Where for each joint initiative. This information will be logged to an online calendar accessible to group leaders and to FMCS.

By mutual agreement, the parties will establish continued facilitated support to improve Organizational Equity and Inclusion including training to management and staff, data sharing and conflict resolution best practices.

MOU: COVID-19 Vaccination Mandate Policy

As a result of WA Proclamation 21-14 issued on August 9, 2021, which mandates healthcare workers in the State of Washington to be fully vaccinated against COVID-19 by October 18, 2021 as a condition of employment, [insert Employer name] (Employer) and SEIU Healthcare 1199NW (Union) have entered into the following non-precedent setting agreements.

1. All SEIU Healthcare 1199NW represented employees will comply with the requirement to receive a COVID-19 vaccine. The employer will follow the medical and religious exemption process to be exempted from the vaccination requirement.
 - a. In the event a medical or religious exemption is not approved, employees will have fourteen days to file an appeal for their exemption to be reviewed. Employees will be entitled to a delegate or union representative at any appeal meeting. Consistent with EEOC guidelines, the Employer will assume that an employee's requests for a religious accommodation is based on a sincerely held religious belief and will not question the sincerity of that belief. The Employer may request additional supporting information only in the case where there is existing, objective evidence that the employee's believe is not sincere.
 - b. Employees who are not approved for exemption or who are not fully vaccinated by the date the employee has agreed to return to work will be removed from the schedule until they are approved for exemption or become fully vaccinated against COVID-19. Employees are able to use any paid time off hours accrued, except for sick time off.
2. Members will be paid for any missed work related to COVID-19 vaccination side effects. Represented employees will not be required to provide verification of side effects, and management understands that side effects differ in severity and specificity.
3. At no time will the Employer directly or indirectly tolerate any form of discrimination of any kind as a result of a member exercising their rights to request an exemption from the COVID-19 vaccination.

No agreements made within this Memorandum of Understanding are meant to alter any other term or condition included in the Collective Bargaining Agreement(s) beyond any specific agreement entered into here. This is a non-precedent setting agreement. Nothing in this agreement prevents the parties from entering into negotiations about additional and unforeseen impacts of the COVID-19 pandemic.

Inclement Weather MOU

The parties recognize that natural disasters and inclement weather are likely events which require planning and shared understandings.

- I. Employee safety is a top consideration.
 - a. If an employee is unable to report to work because of inclement weather or a natural disaster, the employee can access sick time and the employee will not be disciplined, after attempting to inform the employer of their absence due to inclement weather.
 - B. If an employee makes a good faith effort to arrive on premises on time, but arrives within 2 hours of their scheduled start time, they will be compensated for the entire length of their shift.
- II. For all employees who remain at Cascade throughout a period of inclement weather or a natural disaster, the facility will make a good faith effort to provide the following:
 - a. A safe room, clean beds/raised cots, clean linens, bathroom and shower access for rest

times. Patient rooms, where available, will be coordinated centrally and distributed equitably. Religious and cultural needs will be considered.

b. Food vouchers

c. If management requires the employee to remain at the facility during an inclement weather event, they will be placed on standby per Article X and work hours will be paid accordingly until the employee is released.

MOU - Recognition for Past Experience

Within 90 days of ratification, the Employer will invite employees to submit a resume charting relevant experience. the Employer and the union shall conduct an audit of current pay and experience using the resumes and the employer will adjust up any pay that does not reflect experience.

LETTER OF UNDERSTANDING

By and Between Cascade Behavioral Hospital
And
SEIU Healthcare 1199NW

Additional Understandings

1. **Alcohol and/or Chemical Dependency.** The Hospital and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Hospital and the Union support efforts which will enable the chemically impaired employee to remain employed so long as performance expectations are maintained.

Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance.

When applicable, the Hospital and the Union will encourage and support participation in the State of Washington substance abuse monitoring program, including individually-tailored return-to-work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may affect job performance.

In circumstances where this program is not applicable, the Hospital will require an individually-tailored return-to-work agreement that will include a random monitoring program.

The Hospital further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions.

It is the intention of the Hospital to work with an employee to adjust his/her work schedule on an ad hoc or temporary basis to support participation in prescribed treatment programs.

The Hospital and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Hospital's policies and procedures.

2. **Current Employees Exempted from the Union Shop Provision.**

The Union and the Employer agree that those employees employed by Highline Community Medical Center in any capacity on July 9, 2004, who are not members of the Union on July 9, 2004, shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with the membership commitments of Article 2 thereafter.

3. **Union Membership and Applicants for Employment.** The membership provisions set forth in Section 2.1 are not intended to apply to individuals who have received offers of employment from the Hospital and/or have accepted employment offers from the Hospital for bargaining unit positions prior to July 9, 2004, but are not yet on the job as of July 9, 2004. The Union membership provisions are only intended to apply to new hires that receive and accept employment offers for

bargaining unit positions after July 9, 2004. **Voluntary Political Action Fund Deductions.** The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse Hospital for the reasonable cost of administering the COPE check-off in the parties' Collective Bargaining Agreement. 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's 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 COPE check-off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for the reasonable costs of administering the check-off.

4. **Work Day.** It is not the intention of the Employer to move the general work force to shifts of less than eight (8) hours in duration nor is it the intent of the Employer to establish short shifts as the prevalent or dominant shifts. The normal work day referred to in Section 7.1 is intended to include scheduled shifts of less than eight (8) hours in duration when determined to be necessary for that particular clinical service or department.
5. **Meal and Rest Periods.** While understanding patient care may necessitate interruptions at times, the Hospital and the Union agree that employees should be able to take uninterrupted meal and rest breaks. It is recognized that there is a mutual and shared commitment to uninterrupted breaks. The Hospital is responsible for creating a work environment and processes under which employees are able and encouraged to take uninterrupted breaks. Employees are responsible for taking such breaks. Employees shall make a good faith effort to notify their supervisor/designee if the employee anticipates not being able to take a meal or rest break. The supervisor/designee will make a good faith effort to provide the employee with the break. Nothing in this Agreement prohibits intermittent rest breaks.

The Hospital and the Union agree to rest periods that are superior to those required by WAC 296-126-092. Specifically employees shall be allowed rest periods of fifteen (15) minutes for each one half (1/2) shift of four (4) hours worked to be taken at or near the middle of each one four (4) hour period.

Employees are entitled to an unpaid thirty (30) minute meal periods consistent with WAC 296-126-092. Such meal periods shall be scheduled as close to the middle of the work shift as possible

Employees who have been instructed and/or required to work or answer a phone during their meal period will be compensated at the appropriate rate of pay.

Tracking Meal and Rest Breaks

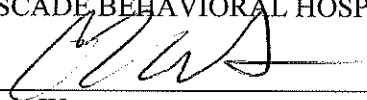
Employees are required to promptly report missed meal and rest breaks to their supervisor, plus nursing and clinical employees must also complete a "Time Clock Change Request Log" form. The Employer will collect data, on meal and rest breaks that are not taken in each department/unit and shift. Biannually, this data will be provided to the union at the Labor Management Committee Meeting. Either party may place the issue on the Labor Management Committee Meeting agenda.

Non-retaliation

The employer will not engage in any kind of employee intimidation or retaliation against employees who report missed breaks.

6. **Nurse Participation in Union Activities.** Annual leave or unpaid personal leave (Section 13.7) may be approved to attend union Executive Board meetings, officer meetings, delegate meetings and training sessions, district delegate assemblies, or union conventions, subject to patient care needs/service requirements. As an alternative, with appropriate notice and subject to patient care/service requirements, the Employer will make a good faith effort to rearrange the work schedule to allow for time off while maintaining FTE status.
7. **Union Meetings.** Annual leave or unpaid personal leave (Section 13.7) may be approved to attend union Executive Board meetings, officer meetings, delegate meetings and training sessions, district delegate assemblies, or union conventions, subject to patient care needs/service requirements. As an alternative, with appropriate notice and subject to patient care/service requirements, the Employer will make a good faith effort to rearrange the work schedule to allow for time off while maintaining FTE status.
8. **Negotiations.** Employees participating in union negotiations will be eligible to receive donated vacation or annual leave from other employees. The donations must be a minimum of one (1) hour, which will be converted to the regular rate of pay of the person participating in union negotiations, based on a mutually agreed-upon donation process.
9. **Vacation Preferences.** The Employer and Union acknowledge that there is to be no preference when reviewing annual leave requests under the Collective Bargaining Agreement related to out- of-country trips over in-country vacations.

CASCADE BEHAVIORAL HOSPITAL



Chris West
Chief Executive Officer
Cascade Behavioral Hospital

SEIU HEALTHCARE 1199NW



Diane Sosne, RN, MN
President
SEIU Healthcare 1199NW