Agreement between
UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL21 & VALLEY MEDICAL CENTER

VALLEY MEDICAL CENTER

2022-2024 Contract

Pharmacist Unit

1199NW | SEIUHealthcare United for Quality Care

AGREEMENT

By and Between

VALLEY MEDICAL CENTER

and

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 21

(Pharmacist Unit)

Term:
August 26, 2022 through June 30, 2024

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AGREEMENT

By and Between

VALLEY MEDICAL CENTER

and

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 21

(Pharmacist Unit)

August 26, 2022 through June 30, 2024

THIS AGREEMENT, mutually entered into by and between Valley Medical Center, hereinafter called the "Employer," and the United Food and Commercial Workers Union, Local No. 21, hereinafter called the "Union", for the mutual benefit of the parties hereto it is hereby expressly understood that the following shall be the scale of wages, the limitation of hours and the rules and working conditions to be observed by both parties to this Agreement.

ARTICLE 1: RECOGNITION AND BARGAINING UNIT

1.1 The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent for, and this Agreement shall apply to all regularly employed full-time and part-time clinical pharmacists, registered staff pharmacists, and pharmacy interns excluding supervisors, per diem employees, temporary employees, students in organized training programs (i.e., pregraduates such as externships or clerkships, or postgraduates such as residencies), and all other employees of the Employer.

1.2 The Employer further agrees not to recognize, deal with or enter into contractual relations either oral or written with any other labor organization, agent, individual or group concerning rates of pay, hours or other terms and conditions of employment for any employees included in the bargaining unit hereinabove described.

1.3 Hereafter, any extensions of the Pharmacy operation shall be automatically covered by this Agreement, provided that the extension constitutes an accretion to the bargaining unit.

1.3.1 **New Positions.** The Employer will make the Union aware of any new positions appropriate to this Unit created during the course of this Agreement that are clearly aligned with prior classifications as established in Appendix A, Wage Rates.

1.4 All work connected with the compounding or dispensing of prescriptions within the Pharmacy shall be performed or supervised by employees within the bargaining unit as determined by this Agreement. Supervisors will not perform unit work to any greater extent that they have prior to the effective date of this Agreement.

ARTICLE 2: NONDISCRIMINATION

2.1 The Employer and the Union agree not to discriminate in any manner whatsoever, in

conformance with applicable federal and state laws, against any employee or applicant for employment on the basis of race, color, religion, creed, sex, marital status, sexual orientation, gender identity, national origin, age, or sensory, mental or physical disability, etc., subject to occupational requirements and ability to perform the job requirements. This provision shall be interpreted consistent with applicable federal and state law and shall not be construed to impose obligations upon the Employer which are greater than those required for compliance with such laws.

2.2 Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

ARTICLE 3: UNION MEMBERSHIP

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

3.2 The Employer shall make newly hired employees aware that this Agreement is available electronically on the Employer's intranet and that physical copies of this Agreement, to be provided by the Union, are available in the Human Resources Department.

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

3.4 Dues Deduction. During the term of this Agreement, the Employer shall deduct an amount equal to the Union's uniform monthly dues from the pay of each employee who under Section 3.1 has elected to be a member of the Union, and who also voluntarily executes a wage assignment authorization form. Upon request from the Union, the Employer will deduct an initiation fee from the pay of each Union member who authorizes it. When filed with the Employer, the authorization form will be honored in accordance with its terms unless an employee requests that the Employer stop deducting dues, in which case the Employer will honor the request and will notify the Union. Initiation fee and dues deductions will be promptly transmitted to the Union by check payable to its order on or before the twentieth (20th) of each month along with a roster in Excel format that includes the employee name, employee identification number, employee earnings for the period, and the deduction amount. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of the Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.4.1 Voluntary Political Action Fund Deduction. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions

hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.4.1.1 The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse VMC for its reasonable cost of administering the Political Action Fund deduction provided for in Section 3.4.1 of this Employment Agreement. VMC and UFCW agree that one-quarter of one percent (.25%) of all amounts collected for this fund is a reasonable amount to cover VMC costs of administering this bi-weekly deduction. Accordingly, the parties agree that VMC will retain one-quarter of one percent (.25%) of all amounts deducted for the Voluntary Political Action Fund to reimburse VMC for its reasonable costs of administering the deductions.

3.5 Employee List. Annually, the Employer shall supply to the Union an alphabetical list of all employees covered by this Agreement. The list shall include the name, address, personal phone number(s) the Employer has on record, personal email address the Employer has on record, employee identification number, date of hire, rehire date (if applicable), shift, FTE, job classification, division cost center, unit, hourly rate of pay and monthly gross earnings. Each month, the Employer will provide a list of new hires and addresses, a list of employees who have transferred into or out of the bargaining unit and a list of all employees who have terminated during the month in Excel format. The new hire, transfer and termination lists shall include the same data as the annual employee roster.

3.6 Union Access. Duly authorized representatives of the Union shall have access at reasonable times to those areas of the Employer's premises which are open to the general public. Union representatives may have access to employee lounges or other areas not open to the general public after advance approval has been obtained from the Director of Pharmacy or designee. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Employer. Entry will not be denied unreasonably.

3.7 Delegates. The Union shall have the right to designate Delegates from among the employees of the unit. Union shall notify the Employer of the name of the Delegates.

The parties acknowledge the general proposition that the investigation of complaints and grievances by a Delegate will be conducted during non-working hours (e.g., breaks, lunch periods and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the Delegate will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over the requirements of patient care. The Delegate and any other involved representative will, however, obtain permission from the employee's manager before leaving the department or ceasing work. The permission, if given, shall include the returning time.

The VP of Human Resources may approve pay for the actual time involved in such meetings. Payment will be approved for attendance by the Delegate or other representative for meetings where

attendance is directed by the Employer.

3.8 Meeting Rooms. Subject to Employer policy, the Union shall be permitted to use designated premises of the Medical Arts Center for meetings of the Bargaining Unit, provided sufficient advance request for meeting facilities is made to the VP Human Resources or designee and space is available.

3.9 New Employee Orientation. The Employer will provide a Union Representative or Delegate an opportunity to meet with new bargaining unit employees during or immediately adjacent to a scheduled new employee orientation session to introduce the employees to the Union and the Union contract. The meeting shall not exceed thirty (30) minutes in duration and shall be on paid time for the new employees. A Delegate will be released from work on unpaid time to attend the meeting, subject to the requirements of patient care. Employer representatives shall not be present during the meeting. If the Employer conducts a new employee orientation virtually or on demand, the Union meeting may also be conducted virtually at a mutually agreeable time, in which case the Union will provide an access link for its meeting to the Employer and the Employer will then provide the link to the new bargaining unit employees. By the end of the week prior to a scheduled new employee orientation, the Employer will provide the Union with a list of all bargaining unit employees scheduled to attend the orientation, including the employees' FTE, job classification, shift, unit and/or department, personal phone number(s) the Employer has on record, personal email address the Employer has on record, and start date.

ARTICLE 4: DEFINITIONS

4.1 Regular Full-Time Employee. An employee who is regularly scheduled not less than forty (40) hours per seven (7) day period or eighty (80) hours per fourteen (14) day period and who has successfully completed the probationary period.

4.2 Regular Part-Time Employee. An employee who is regularly scheduled to work less than forty (40) hours per seven (7) day period and who has successfully completed the probationary period.

Regular part-time employees shall share in the employer's program of fringe benefits on a pro rata basis in accordance with their hours worked, except that only employees who are regularly scheduled for twenty-four (24) hours per week or more will be eligible to participate in the employer's group insurance program. Such employees shall share in the benefits on a pro rata basis in accordance with the hours worked as specifically set forth in this Agreement. In lieu of health insurance, dental insurance, life insurance, vacation, sick leave, holiday pay when not worked, jury duty, and bereavement leave, a part-time pharmacist otherwise eligible for the benefits may elect a fifteen percent (15%) salary differential, provided the election not to participate in health insurance is in accord with any applicable state or federal law. The selection must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later. Thereafter, a change in this option may be made by a pharmacist during the month of June, to be effective July 1.

It is understood that part-time employees who for a period of six (6) months or longer have

routinely worked in excess of their assigned FTE will be evaluated under Section 6.8 to consider increasing their FTE, if the employee desires it.

4.3 Probationary Employee. An employee shall be considered a probationary employee during the first ninety (90) days of continuous employment. The Employer, with the consent of the Union, may extend this probationary period up to an additional sixty (60) days. During this probationary period, employees may be discharged without recourse to the grievance procedure. All benefits provided herein will accrue during the probationary period.

4.4 Per Diem Employee. A Per Diem Employee is an employee hired to augment the work force in event of an emergency or other business need, or to relieve full-time or part-time employees because of illness, leave of absence or other absenteeism, or to work during holidays and vacation periods. Employees will not accrue seniority when assigned as Per Diem.

ARTICLE 5: WORKWEEK/SHIFT DIFFERENTIAL

5.1 Workweek. The normal straight-time workweek shall consist of forty (40) hours of work within a seven (7) day period, Sunday through Saturday. The Employer and an employee may agree to establish a normal straight-time work period of eighty (80) hours within a fourteen (14) day period. Work schedules shall be arranged so that employees will not be required to work more than six (6) consecutive days without a day off except (1) where other schedules are established by mutual agreement between the Employer and the Union or (2) in cases of unexpected emergencies beyond the control of the Employer or (3) where the employee prefers a schedule with more than six (6) consecutive days worked.

5.2 Workday. A normal straight-time workday shall consist of eight (8) hours work to be completed within eight-and-one-half (8½) consecutive hours with a thirty (30) minute meal period without pay, or ten (10) hours work to be completed within ten-and-one-half (10½) consecutive hours with a thirty (30) minute meal period without pay, or, by mutual agreement between the employer and employee(s), twelve (12) hours work to be completed within twelve-and-one-half (12½) consecutive hours with a thirty (30) minute meal period without pay.

5.2.1 Meal Break and Rest Periods. Employees who work shifts in excess of five (5) hours will receive a thirty (30) minute meal period without pay, to be scheduled preferably in the middle of the shift. Pharmacists required to remain on duty during their meal period will be compensated for such time and be allowed to eat in the Pharmacy during the meal period. Pharmacists whose meal period is interrupted to perform work will be compensated for such time. Each employee shall receive a fifteen (15) minute break in the scheduled shift before the meal period and a fifteen (15) minute break in the scheduled shift after the meal period.

5.3 Innovative Schedules. Flexibility in scheduling will be encouraged, and innovative work schedules may be established by agreement between an individual pharmacist or a group of pharmacists and the pharmacy manager. Under any innovative schedule, overtime shall be paid for all hours worked either (a) in excess of forty (40) hours per week, or (b) in excess of eight (8) hours in a work day and in excess of eighty (80) hours in a fourteen (14) day period.

Individual pharmacists and the pharmacy manager will reduce their agreement to writing and a copy will be sent to the Union at least seven (7) days before the effective date of the innovative shift. The Employer or individual pharmacist(s) may withdraw from any innovative schedule agreement effective after sixty (60) days' notice. After any withdrawal by a pharmacist, the employee shall be assigned to whichever shift may be available, if any. If no shift is available, the employee shall be retained on the innovative shift until another shift is available, if the innovative shift is retained.

Employees who agree to innovative shifts shall at any time be able to bid to any open position for which they are qualified.

5.4 Overtime. Employees shall be compensated for overtime at the rate of one and one-half (1½) times the regular rate of pay. Notwithstanding any provision of this Agreement to the contrary, employees will only be paid overtime under the following conditions:

(a) Hours worked in excess of the employee's normal workday of at least eight (8) hours work per day. Innovative schedule hours shall be considered the workday hours for any employee working, or substituting for, an innovative schedule.

(b) Hours worked in excess of forty (40) straight-time hours worked in the employee's regular workweek of (40) hours work within a seven (7) day period; or hours worked in excess of eighty (80) straight-time hours worked in the employee's regular work period of eighty (80) hours work within a fourteen (14) day period. Employees will not receive additional overtime compensation for any hours that are paid at the overtime rate of pay under Section 5.4(a).

(c) Hours worked on a holiday, as required by Article 8, Holidays. Hours worked on a holiday will count as hours worked for the purpose of overtime calculations.

(d) As required by Section 5.11, Rest Between Shifts.

5.4.1 Pyramiding. With the exception of holiday hours addressed in Section 5.4(c), under no other circumstances shall there be pyramiding of overtime or premium pay.

5.5 Work Schedule. There shall be a definite starting time from day to day, as well as scheduled days off, for each employee and a regular payday. A schedule for all employees shall be prepared and posted at least twenty-eight (28) days in advance of the schedule, which shall encompass at least a four (4) week period. Requests for days off and extra shifts must be made at least thirty-five (35) days ahead of the schedule, i.e., seven (7) days ahead of the posting of the schedule. It is understood and agreed that the established work schedule may be changed as required by unexpected occurrences. In such instances, the Employer will attempt to find volunteer(s) to work additional hours first by contacting part-time employees, and if none volunteer then by contacting per diem employees, and if none volunteer then by contacting full-time employees. If the Employer is unable to secure a volunteer to work these hours, the Employer may require, on a rotational basis, the least senior employee the Employer is able to contact to come into work. Employees will not refuse to respond to the Employer's attempts to make such contact and will be

expected to act in a responsible and professional manner with respect to these assignments. Employees whose skills and abilities are equivalent shall be permitted to switch schedules if agreeable to both employees but only with the prior approval of the Employer.

5.6 Split Shifts. There shall be no split shifts by any employee except in an emergency or by mutual agreement.

5.7 Report Pay. Except in case of emergency beyond the Employer's control, no employee shall receive less than four (4) continuous hours' employment or equivalent compensation in any one day ordered to report for work, compensation to begin at the time of reporting for duty. (Emergency: Act of God, i.e., fire, snowstorm, power failure, etc.). This section shall not apply relative to Section 14.4 of this Agreement.

5.8 Meetings. Employees shall not be required to attend staff or other meetings on their own time. Mandatory meeting time shall be paid at the overtime rate of one and one-half (1½) times the hourly rate, when applicable, for the actual meeting time, and voluntary attendance shall be paid at straight time for the actual meeting time. In the event the meeting time is not consecutive with the employee's shift, the employee will be guaranteed a minimum of one (1) hour pay for the meeting. The Employer will designate in advance whether the meeting is mandatory or voluntary.

5.9 ACLS and PALS. Pharmacists regularly assigned to the inpatient pharmacy and/or inpatient care units are required to hold and maintain current ACLS and PALS certification. The Employer will pay for the initial and renewal certification classes and course materials and paid time off (at straight time base pay), with the staff understanding and agreement that if courses are made available at VMC, the employee will utilize the in-house resource. The staff further understand and agree that time off must be pre-authorized by Pharmacy management, and agree to make every effort to attend courses, if offered, outside of their scheduled shift time. The staff specifically understand and agree that if courses are only held on weekends, they will be expected to attend outside of their work scheduled weekends. If the employee allows their ACLS or PALS to expire, the Employer will not pay for the renewal program, materials, or paid time off, and the employee will not be scheduled to work until they regain their certification.

5.10 Shift Differential. All employees where the majority of the hours worked are during the evening or night shift shall be considered assigned to such shift for purposes of shift differential. Where the regular hours of the shift are equally divided between two (2) shifts, then shift differential will be paid for the hours worked within each shift at the differential, if any, applicable to that shift.

For the purposes of this provision shifts shall be:

Days - 7:00 a.m. to 3:00 p.m.	
Evenings - 3:00 p.m. to 11:00 p.m.	$2.00/hour differential
Nights - 11:00 p.m. to 7:00 a.m.	$3.50/hour differential

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

If an employee is called in to work prior to the beginning of their regularly schedule shift, the employee shall receive the appropriate shift differential for all hours worked prior to the regular starting time of the shift.

5.11 Rest Between Shifts. Each employee shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed between the employee and the Employer. In the event an employee is required to work with less than ten (10) hours off duty between shifts, the time worked within the ten (10) hour period shall be paid at one and one-half (1½) times the regular rate of the shift on which such hours are worked. All other hours shall be paid at the regular straight-time rate unless specifically required otherwise by other provisions of this Agreement. Employees who trade shifts (including trading for themselves) shall be deemed to have waived this provision for that trade.

ARTICLE 6: SENIORITY

6.1 Definition. Seniority for purposes of job posting, layoff, rebid, vacation, and work schedules is the length of continuous employment of an employee from the last date of hire with the Employer and shall be based on continuous hours compensated.

6.2 Loss of Seniority. Seniority shall be broken only by the following:

(a) Resignation;

(b) Discharge;

(c) Retirement;

(d) Layoff of more than twelve (12) months;

(e) Failure to return in accordance with the terms of a leave of absence or when recalled from layoff;

(f) Absence because of illness or injury for a total of nine (9) months out of any twelve (12) month period.

6.3 Probationary Employees. All employees shall be considered probationary employees during the probationary period of their employment and shall have no seniority status during said period but shall receive wages at the contract rate provided for in their respective classifications.

6.4 Leave of Absence. Absence during an authorized leave of absence shall not break seniority except as set forth in Section 6.2(f), provided that in restoring an employee to employment upon the expiration of a leave of absence, no employee who has greater seniority with the Employer than the absentee shall be displaced, except as provided in Section 11.2.1.

6.5 Application of Seniority

6.5.1 Layoff. Where the Employer determines that it is necessary to lay off an employee covered under this Agreement, or to have an involuntary reduction of an employee's FTE, the determining factor shall be seniority determined by the employee's total hours worked from most recent date of hire in this Bargaining Unit including non-bargaining unit time spent as a resident provided that such factors as training, skill, ability and competence are substantially equal, as determined in a fair and equitable manner by the Employer.

Layoff and mandatory reduction in FTE shall be in accord with Section 6.6.

6.5.2 Vacation and Holiday Requests. Vacation and holidays off shall be scheduled as requested, subject to the approval of management considering the needs of the department, with seniority of an employee prevailing in the event there should be conflicting requests by employees for vacation time. Vacations and holidays off shall be scheduled as provided in Section 9.3 of this Agreement.

6.5.3 Work Schedules. With respect to the application of seniority to work schedule preference, it is understood that the Employer shall prepare the work schedule at its sole discretion.

Seniority for work schedules shall not apply for filling temporary vacancies, provided that where there is a temporary vacancy of seven (7) days or more on days or evenings which is not otherwise filled by volunteers, the vacancy will be assigned to the least senior qualified available pharmacist. Assignment shall be for a full pay period. Thereafter, for the duration of the vacancy, filling that vacancy by assignment will be rotated by seniority and qualifications. The rotation will be restarted each four (4) months, calculated from the completion of the first involuntary assignment. Employees who volunteer to and who work the assignment for a pay period shall not be required to take the assignment during the balance of that four (4) month rotation. For a temporary vacancy of night shift, the rotation will be restarted annually, calculated from the completion of the first involuntary assignment. Employees are required to complete seven (7) shift assignments pro-rated by part time status. Any Pharmacist who volunteers for their seven (7) shift assignments (pro-rated) will be placed at the bottom of the rotation list.

6.6 Layoff Procedure

6.6.1 For purposes of this provision, a layoff shall mean an anticipated permanent reduction in the number of FTEs which causes an involuntary reduction in the number of employees. When the Employer determines that the number of employees will be reduced and a layoff is to be implemented, the Employer shall first seek volunteers from the affected classifications. If the reduction need is not met by volunteers, the employee(s) to be laid off will be the employees in the affected job classification who have the least seniority, where such factors as training, skill, ability and competence are substantially equal as determined in a fair and equitable manner by the Employer.

6.6.2 Laid Off Employee - Bumping Rights. An employee who is laid off from

the employee's classification shall have the right to displace an employee in another classification who is the least senior employee with a comparable FTE, who has less seniority and where the laid off employee can perform the work of the employee being displaced with no more than three (3) weeks of training, as determined in a fair and equitable manner by the Employer. If the employee fails to qualify within the three (3) week period of time, the employee shall be terminated from employment.

6.6.3 Reduced FTE. Reduction in hours shall be defined as a permanent reduction in an employee's FTE level. This shall be accomplished within the cost center in the manner set forth under Section 6.5.1 above.

6.6.4 Reduced FTE - Displacement Rights. Employees whose hours have been mandatorily reduced may take the position of the least senior employee classified as a pharmacist whose position is at a comparable FTE. If no such position is available the employee may take the position of the least senior employee in their classification who has a higher FTE. An employee may only displace an employee with lesser life hour seniority in a position the employee will be capable of performing with no more than forty (40) hours of orientation, as determined in a fair and equitable manner by the Employer.

6.6.5 Comparable FTE. Comparable FTE as used in this provision shall mean an FTE which is within a .1 of the employee's FTE prior to the time that the employee was laid off or had their FTE mandatorily reduced.

6.6.6 Per Diem. During a layoff the Employer will not preschedule per diem employees in place of regular full or part- time employees who may be on layoff and available to take the schedule.

6.6.7 Reinstatement. The last employee laid off shall be given the first opportunity to reinstate in the former position if said employee presents himself for work within seventy-two (72) hours, excluding Saturday and Sunday, from the receipt by the employee of the Employer's notice with a copy to the Union of the Employer's notice. Failure of such employee to present himself within seventy-two (72) hours shall cancel the employee's seniority.

6.6.8 Severance Pay. Employees subject to a layoff may elect to be terminated and be eligible for severance payments according to the schedule below. Employees who choose termination with severance shall be ineligible for recall rights and shall be considered to have terminated their employment. Weeks of severance pay shall be paid at the employee's regular rate of pay. Years of service for purposes of this section shall be defined as 2080 paid hours.

Years of Service	Severance Pay
5 – 6 years	3 weeks
7 – 8 years	4 weeks
9 – 10 years	6 weeks
11 – 12 years	8 weeks
13 – 14 years	10 weeks
15 or more years	12 weeks

6.7 Reinstatement to Full-Time. An employee who has been reduced to part-time employment will be offered the first full-time job that opens provided that the employee's ability and skill equips the employee to that job as determined in a fair and equitable manner by the Employer.

6.8 Availability of Hours. The parties hereto recognize that full-time work is essential to the economic welfare of the employees whose principal income is derived from employment by the Employer. The number of part-time employees employed by the Employer to supplement the basic full-time personnel shall be held to a minimum consistent with the reasonable needs of the business.

6.9 Transfers. In the event an employee is asked to transfer out of the bargaining unit into a position not covered by this collective bargaining agreement between the Employer and the Union, the employee may refuse such transfer without prejudice.

6.10 Job Posting. Notices of vacant or new permanent bargaining unit positions shall be posted on the Employer's electronic job notice board for at least three (3) business days prior to filling the position, and shall be sent by email to all employees within that posting period, unless circumstances require immediate replacement. In the event filling the job opening creates a vacancy, this vacancy and any subsequent vacancies created may be posted for only two (2) business days, unless circumstances require immediate replacement. Consideration shall be given to present, qualified employees and their seniority, based on skills, abilities and qualifications. Written requests for promotion, shift assignments and lateral transfers may be submitted in advance of being absent due to vacation or leave of absence. The Employer will provide forms for this purpose. Pharmacists on a schedule of seven (7) days on and seven (7) days off may submit a calendar quarter request. If the position does become open during the period of the absence, the employee must take the position upon the employee's return. The Employer has the sole discretion to determine when and if a vacancy exists.

6.11 Clinical Testing. Decisions on promotions, job bidding, layoff and transfer, except from a Staff Pharmacist to a Clinical Pharmacist will not be based upon an individual employee's score on a general competency exam, unless the Employer and Union mutually agree.

6.12 Low Workload/Low Census. Low census will not be prescheduled in advance. A temporarily reduced work schedule because of low census as requested by the Employer shall not alter accrued hours of employment for seniority purposes or accrual of vacation or sick leave credits and other benefits which would otherwise be earned by a regularly scheduled full-time or part-time employee.

(a) A cumulative running total of all low census and mandatory extra off hours (MEOs) will be maintained for each pharmacist and will count toward the employee's position in rotation. The totals will be reduced to zero January 1 of each year.

(b) Employees will be released on a rotational basis from the shift affected, provided skill, competency, and ability are considered equal. Such low census or MEOs will be applied

in the following order:

1) Employees on overtime
2) Volunteers
3) Per diem employees
4) Part-time employees working over their scheduled FTEs
5) Full-time and part-time employees (including residents on a full online shift) in accordance with seniority on a rotational basis.

(c) Rotation will be established among full-time and part-time employees at the beginning of each pay period based upon the employee's total hours of low census and MEOs from January 1 to beginning of the pay period with the employee having the highest number of low census hours being the last person to rotate during the pay period.

(d) Employees will be worked in the following order when extra shifts are available within the pay period in which an employee has been given a mandatory extra off (MEO), provided that the assignment of the employee will not cause overtime pay and skill, competency, and ability are considered equal:

1) MEO (based on seniority)
2) Part-time employees
3) Per diem employees
4) Volunteers

6.13 Shift Rebid. When the Employer determines it is necessary to rebid the shifts, the employees and the Union shall be given at least ten (10) days notice in writing before posting the new shift schedules. The notice shall contain the hours of the reposted shifts, a timeline for completion of the rebid process and whether the new schedule will replace the current posted schedule. Employees will bid their preference within seven (7) days of posting. Shifts will be assigned by seniority where such factors as training, skill, ability and competence are substantially equal as determined in a fair and equitable manner by the Employer.

If the hours of a particular shift are changed by more than two (2) hours and either the employee(s) assigned to this shift who has the seniority and qualifications to bid off and desires to do so or the employee(s) with seniority and qualifications who is not assigned to the shift desires the new schedules, there will be a rebid of shifts.

ARTICLE 7: WAGES AND JOB CLASSIFICATIONS

7.1 Employee's Work Record. The Employer shall be responsible for payment for all hours worked and an employee shall only work those hours authorized by the Employer. It is agreed that an accurate method shall be used for the recording of time of all employees by which the actual hours worked will be recorded.

7.2 Wage Rates. The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth in Appendix A which is attached hereto and made part

of this Agreement. Nothing in this Agreement shall prohibit the Employer, at its sole discretion, from paying wages for any position identified in Appendix A in excess of the rates of pay for that position set forth in Appendix A.

7.3 Regular Rate of Pay. Regular rate of pay shall normally be the rate stated in this Agreement, provided, however, it is further expressly understood that no employee receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this Agreement shall suffer by reason of its signing or adoption.

7.4 Lead Pay. Employees assigned by the Employer to lead shifts shall be paid one dollar and fifty cents ($1.50) per hour above the employee's regular rate of pay for the hours worked in lead capacity. Management will post designated lead shifts and assigned leads on the schedule.

7.5 Discharge. No registered pharmacist shall be discharged by the Employer solely for the purpose of replacement with an employee of a lower pay bracket.

7.6 New Hire Experience Allowance. Pharmacists hired during the term of this Agreement shall be hired at the rate of pay established for the pharmacist's job classification in Appendix A. Pharmacists hired during the term of this Agreement will be placed by the Employer at an initial rate of pay in the following manner:

(a) Pharmacists with zero (0) to one (1) year of continuous recent experience comparable to the pharmacist's job classification in the discretion of the Employer may be placed at not less than the base rate of pay.

(b) Pharmacists with one (1) to two (2) years of continuous recent experience comparable to the pharmacist's job classification in the discretion of the Employer may be placed at not less than the first step above the base rate of pay.

(c) Pharmacists with three (3) to four (4) years of continuous recent experience comparable to the pharmacist's job classification in the discretion of the Employer may be placed at not less than the second step above the base rate of pay.

(d) Pharmacists with five (5) or more years of continuous recent experience comparable to the pharmacist's job classification in the discretion of the Employer may be placed at not less than the third step above the base rate of pay.

7.6.1 Experience Review. If a new pharmacist hired from outside of the bargaining unit is placed at a step higher than the minimum step required under Section 7.6, and the new pharmacist's initial rate of pay is higher than an incumbent pharmacist in the same job classification, the Employer will evaluate the incumbent pharmacist's prior years of comparable experience. In this evaluation, the Employer will review and seek to verify the incumbent pharmacist's years of prior experience that the Employer deems comparable to the job classification. If in the employer's judgment the incumbent pharmacist has an equal or greater number of prior years of verified comparable experience than the new pharmacist, then the Employer will advance the incumbent pharmacist to the same step as the new pharmacist.

7.6.2 Retail Pharmacist Job Transition. If a current employee is hired by the Employer from a Retail Pharmacist job classification into a Clinical or Staff Pharmacist job classification, the employee shall be placed on the Clinical or Staff Pharmacist wage schedule at the lowest step that will not result in a decrease in the employee's rate of pay.

7.7 Pay changes will be effective the first day of the pay period following the date the change is otherwise due.

7.8 Night Pharmacist. In order to recruit and retain for the night position, the Employer will offer a 7/70 schedule and reimburse for 80 hours. Eighty hours will accrue for all intents and purposes for everything with the exception of holidays and overtime. Holiday will be paid at the current contract language. Any employees working this shift, whether it is in its entirety or parts of the shift, will be reimbursed and prorated at the proposed rate using the 1.14 ratio.

7.9 Weekend Work. The Employer will make good faith effort to schedule all regular full-time and part-time employees for every other weekend off. If any employee is required to work three (3) weekends in a row, all time worked on the third (3rd) weekend and subsequent consecutive weekends worked, shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. This section shall not apply to employees who voluntarily agree to more frequent weekend duty. The weekend shall be defined as 2300 Friday to 2300 Sunday, forty-eight (48) hours. Subject to advance approval, employees may request the trading of weekends providing the schedule change does not result in the Employer being liable to premium and/or overtime pay. Interns are specifically excluded from premium pay.

7.9.1 Weekend Work Schedule. All dayshift weekend overtime will be pre-approved by the assigned Lead.

7.10 Weekend Differential. In addition to the employee's rate of pay, employees shall be paid a rate of two dollars and fifty cents ($2.50) per hour for each hour worked during the weekend as defined in Section 7.9. Interns are excluded from this differential pay.

7.11 Certification Pay. Employees who have obtained and maintain in good standing one or more Employer-approved certification(s) in advanced practice specialties will receive, in addition to the employee's base rate of pay, certification pay of one dollar ($1.00) per hour for each of up to two such certifications. This certification pay will not increase if the employee obtains more than two approved certifications. To receive certification pay, employees must notify their manager in writing and must provide a copy of the original certification document to their manager. Proof of an effective and maintained certification may be required by the Employer at any time.

Employer-approved certifications in advanced practice specialties are Certification by the Board of Pharmaceutical Specialties (BPS), Certified Anticoagulation Care Provider (CACP), Certified Diabetic Educator (CDE), and Commission for Certification in Geriatric Pharmacy (CCGP). Additional Employer-approved certifications may be selected and published by the Employer.

7.12 **Resident Preceptor Pay.** A Preceptor is a Pharmacist meeting the eligibility criteria established by the American Society of Health System Pharmacists who is assigned by the Employer to actively precept a Pharmacy Resident. Actively precepting is defined as meeting or working one-on-one with the Resident on those duties associated with the completion of the goals and objectives of the rotation and evaluations of the Resident's progress. An Employee assigned as a Preceptor shall receive a premium of one dollar ($1.00) per hour for time actually involved in precepting.

7.13 **Year and Month Definitions.** For the purpose of computing wages, vacations, benefits and other conditions of employment, a year shall be defined as 2,080 hours compensated, and a month shall be defined as 173.3 hours compensated. Employees shall advance to the next successive step in the pay rate schedule for their job classification as set forth in Appendix A upon the accumulation of 2,080 compensated hours. Current employees hired by the Employer into a different job classification who receive an increase in base rate of pay as a result of such transfer will not advance to the next successive step in the pay rate schedule until accumulating 2,080 compensated hours in the new job classification.

ARTICLE 8: HOLIDAYS

8.1 Regular full-time employees shall be granted the following nine (9) eight-hour holidays with holiday pay:

New Year's Day
Memorial Day
Independence Day
Two (2) Floating Holidays
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

A regular part-time employee will be eligible for prorated holiday pay in accordance with the employee's FTE.

Employees shall not be eligible for floating holidays until after six (6) months of continuous employment. An eligible employee desiring to take a floating holiday must notify the Director of Pharmacy or designee fifteen (15) days in advance of the posting of the work schedule of the employee's request to take the floating holiday. The Director of Pharmacy or designee shall schedule the floating holiday off, if mutually agreeable. The floating holiday shall not be canceled unless cancellation is necessary to maintain the normal operations of the department.

For purpose of holiday pay a shift will be considered a holiday shift where the majority of the hours on the shift fall on the holiday. To be eligible to receive holiday pay for a holiday shift not worked, an employee must work the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday, except for bona-fide illness or with pre-approval of such absence.

8.2 **Holiday Pay.** Employees required to work a holiday shift shall be paid at the premium rate of one and one-half (1½) times the regular rate of pay for hours worked on that shift, up to their normal shift length. Any hours worked on that shift in excess of their normal shift length shall be paid at the premium rate of two (2) times their regular rate of pay. In addition to the premium pay, regular full-time employees who work a holiday shift shall receive holiday pay for the number of hours the employee was regularly scheduled to work at the employee's straight time rate of pay. A regular part-time employee will be eligible for prorated holiday pay in accordance with the employee's FTE.

A regular full-time employee who does not work on an Employer observed holiday shall receive up to eight (8) hours straight-time holiday pay for such holiday. A regular part-time employee will be eligible for prorated holiday pay in accordance with the employee's FTE. The Employer will schedule days off without pay mutually agreeable to the employee and the Employer.

8.3 No employee who works on a holiday shall have the employee's hours cut that week below the number of hours the employee regularly works each week inclusive of the holiday.

ARTICLE 9: VACATIONS

9.1 An employee is eligible to request earned vacation after completing the first six (6) calendar months of continuous service. Vacation is earned based on compensable hours, exclusive of overtime premium and standby pay, in accordance with the following schedule (which includes full-time annual hour and day equivalents):

Years of Employment	Vacation Earned Per Hour	Hours (2080 paid hours)	Working Days (8 hour shift)
1 Year	.0385	80	10
2 Years	.0423	88	11
3 Years	.0462	96	12
4-5 Years	.0692	144	18
6-7 Years	.0731	152	19
8-9 Years	.0769	160	20
10-11 Years	.0808	168	21
12-14 Years	.0885	184	23
15 Years +	.0962	200	25

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

9.2 Full-time and part-time employees who have completed 1,040 hours of continuous service and who retire or terminate employment with the Employer in good standing shall receive payment for all accrued, unused, vacation at the time of retirement or termination. Good standing is defined as termination with notice in accordance with Section 14.7 and not discharge for cause.

9.3 Submitting vacation requests and granting vacations may be in writing to the department head or may be conducted through an electronic system specified by the Employer. The

Employer retains the right to schedule vacations in such a way as will least interfere with operations. Employees shall notify the department head of their proposed vacation time between January 1st and January 31st of each year. Employees who give such notice will be notified of their vacation dates, by the department head, by March 1st for the period of May 1st through April 30th of the following year. Vacation requests submitted after January 31st shall be granted based on the submitted date, and employees submitting these requests will be notified within thirty (30) days after submitting the written request. Vacations will be posted on the pharmacy shared drive available for all staff to see.

There shall be no limit on the number of weeks of vacation an employee may take at any time, except as stated below, if eligible and subject to scheduling requirements. Vacation requests for time during the winter holidays (December 15 through December 31) and during spring vacation time shall be assigned on a rotational basis within each department. Vacation off during these periods and the normal vacation season, June 15 to September 1, may be limited by the manager to three (3) weeks. In October of each year, the Employer will post the time for spring vacation for the following year. The spring vacation will coincide with the prevailing public school spring break.

In the event of conflicting requests by employees for vacation time not subject to the holiday and spring vacation rotation discussed above, seniority shall prevail. Seniority shall not, however, affect approved vacations.

9.4 All employees are encouraged to and may be scheduled to take vacation time off for at least one-half of the accrued hours earned in a yearly basis. In the event the employee has accumulated more than two hundred forty (240) hours of accrued vacation time as of December 31, the employer may, at its option, pay the employee for the excess hours. The employee may sell back to the employer accrued vacation in excess of one-half (½) of the hours accrued each year. Payment shall be at the employee's regular rate of pay.

9.5 In the event the ownership of the Employer is changed, the Employer will meet the obligation to employees within the bargaining unit for accrued vacation benefits not taken to date of change of ownership.

9.6 A temporary lapse of employment while on paid sick leave or authorized paid leave of absence, not to exceed sixty (60) consecutive days, shall not alter the employee's anniversary date of employment or the amount of vacation accrual that would otherwise be earned by such employee. The Employer may request from the employee a certificate from a qualified physician attesting to the employee's illness.

9.7 Vacation may not be waived by employees, nor may extra pay be received for work during that period; provided, however, that by prior mutual agreement between the Employer, the employee and the Union, this provision may be waived.

9.8 If a holiday occurs during a scheduled and paid vacation, it will not be charged as a vacation day.

9.9 For the purpose of the application of the vacation schedule, vacation progression shall be computed from the last date of hire with the Employer.

ARTICLE 10: SICK LEAVE

10.1 Regular full-time and regular part-time employees shall earn sick leave credits at the combined rate of .03654 hours for each hour compensated, exclusive of overtime premium and standby pay, with no limit as to maximum accumulation except as set forth in Sections 10.2.2 and 10.3(b). Sick leave accumulates from date of hire but is not payable for time of illness or injury prior to the end of the ninety (90) day probationary period.

10.2 Vested and Catastrophic Sick Leave

10.2.1 Vested Sick Leave. A portion of sick leave credits shall be accumulated as vested sick leave at the rate of .025 hours for each hour compensated. The vested portion of sick leave is payable at the regular rate of pay on the first day of a bona fide illness, injury, disability due to pregnancy or for other purposes specified in Employer policy or required by applicable law. Employees shall be required to notify the Employer two (2) hours in advance of the commencement of the employee's scheduled shift if unable to report to work, in accordance with Employer policy and department requirements. There shall be no discipline for legitimate use of sick leave. Abuse of sick leave may be grounds for discharge.

10.2.2 Catastrophic Sick Leave. A portion of sick leave credits shall be accumulated as catastrophic sick leave at the rate of .01154 hours for each hour compensated, up to a maximum of 240 hours of catastrophic sick leave credits, at which point no further catastrophic sick leave will be credited. Catastrophic sick leave can be utilized for the same types of illnesses or injuries for which vested sick leave could have been used. Catastrophic sick leave shall be payable only after all vested sick leave has been used and/or for an illness or injury that completely disables an employee from performing the employee's work for fourteen (14) consecutive days. The employee may be required to obtain a statement from a physician before such catastrophic sick leave is paid. Any vested sick leave credits applied during such period of disability shall be reinstated to the employee's vested sick leave account after the catastrophic sick leave has been paid.

10.2.2.1 Employees who on September 4, 2022 have accumulated more than 240 hours of catastrophic sick leave credits shall retain and be entitled to use such credits, but shall not be credited with additional catastrophic leave credits until the employee's accumulated balance falls below 240 hours.

10.3 An eligible employee shall have the option of designating on a form furnished by the Employer, by December 15 of each year, one of the following options to be applied to accumulated unused vested sick leave hours that exceed nine (9) days (seventy-two [72] hours) each year:

(a) Apply one-half (½) of the vested, unused sick leave hours that exceed seventy-two (72) hours a year or portion thereof to additional vacation days to be scheduled in the subsequent year. The scheduling of such vacation shall be subject to approval by the Employer, or

(b) Continue the accumulation of vested sick leave hours toward the employee's vested sick

leave credits, provided, however, if as of December 31, of any year, an employee has accumulated more than two hundred (200) hours of vested sick leave, the Employer shall have the right to purchase the excess above two hundred (200) hours at one hundred percent (100%) of the value of the hours on December 31 based upon the employee's regular rate of pay. Payment shall be made on the first pay period immediately following February 1 of each year. In the event the Employer exercises its right under this provision, the employee may elect to place the excess hours into catastrophic leave.

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

10.5 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

ARTICLE 11: LEAVES OF ABSENCE

11.1 Request for Leaves. All leaves are to be requested from the Employer in writing at least sixty (60) days prior to time of leave desired whenever possible. The written request for leave of absence by the employee shall state the following information:

(a) Reason for such request;
(b) Date leave is to begin; and
(c) Date of return to work.

A written reply to grant or deny the request shall be given by the Employer. When more than one paid or unpaid leave type available in this Agreement or by law applies to a period of approved time off, all such leave types, including FMLA leave and Washington Paid Family & Medical Leave, shall be used concurrently to the maximum extent allowed by law.

11.2 Return from Leave

11.2.1 Within a rolling twelve (12) months a paid or unpaid leave, not to exceed sixty (60) consecutive days, including vacation, sick leave, and holiday if applied by the employee during such leave, shall not alter an employee's anniversary date of employment or the amount of vacation benefits or sick leave credits which would otherwise be earned by the employee. The same position and shift shall be available to the employee upon return from such leave. This section shall apply to leaves for health reasons or family leave up to a period of ninety (90) consecutive days and pregnancy disability leaves for the period of the disability. Within this rolling twelve (12) month period of time the combination of pregnancy disability leave and family leave (including FMLA leave and Washington Paid Family & Medical Leave) when taken together shall not exceed one hundred eighty (180) days or ninety (90) days, plus the period of disability, whichever is the longer. No other leaves may be combined.

11.2.2 Upon return from an authorized leave of absence in excess of sixty (60) days, except that for health reasons or family leaves, the period shall be ninety (90) days and pregnancy disability leaves for the period of the disability, the job to be offered upon such return is subject to the circumstances existing at the time of return to work and may not be the same position or shift as the job vacated at the time such leave commenced.

11.3 **Granting Leaves.** Leaves may be granted for the following reasons:

(a) **Personal Leave.** Granted up to ninety (90) days. The request must be in writing.

(b) **Health Leave.** Shall be granted up to six (6) consecutive months annually. The Employer may request certification of the period of disability from employee's physician.

(c) **Pregnancy Disability.** Upon completion of the employee's probationary period, a leave of absence shall be granted for maternity reasons as may be medically required without loss of accrued unused benefits to the date of commencement of such leave with return to the employee's position as provided in Sections 11.2.1 and 11.2.2.

(d) **Family Leave.** Upon completion of the employee's probationary period, a leave of absence shall be granted for family leave for a period of up to twelve (12) months without loss of accrued unused benefits to the date of commencement of such leave with return to the employee's position as provided in Sections 11.2.1 and 11.2.2.

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

Family leave must be completed within twelve (12) months after the birth or placement for adoption.

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

ninety (90) days of family leave, to be granted to only one employee parent at a time.

Alleged violation of the family leave provision shall be submitted to the grievance procedure as set forth in Article 16 in accordance with the Family leave Law.

The Employer will provide FMLA leave according to Federal requirements.

(e) Child Care Leave. After one year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 11.3(d) (family leave) without loss of seniority or accrued benefits, subject to the employer's policy on vacation carry over. An employee on childcare leave shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one year.

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

(g) Military Service. In the event any employee covered by this Agreement shall be called or conscripted for the United States Military Service in any capacity, the employee shall retain, consistent with the employee's physical and mental abilities, all seniority rights hereunder for the period of this Agreement or any renewal or extension thereof, provided application for re-employment is made within ninety (90) days after being honorably discharged from such military service. In the event the re-employment of any veteran necessitates the reduction of the working force, such reduction may be made by the Employer without penalty. Also, any further veteran legislation enacted by Congress shall be considered binding by both parties.

(h) Advanced Study Leave. Granted up to one (1) year. An employee must have worked at least 2,080 hours to qualify.

(i) Educational Leave. Full-time employees shall be allowed up to one thousand ($1,000) of paid educational allowance per year provided, however, such leave is subject to budgetary considerations, scheduling requirements of the employer and approval by the department head of the subject matter to be studied. Part-time employees shall be entitled to a pro-rated amount based on their FTE. This paid educational allowance may be used to cover time loss and/or tuition and instruction materials, annual fees for membership in recognized professional practice organizations, or professional journals and electronic subscriptions.

In addition, the Employer will pay for annual membership in either the Washington State Pharmacy Association or the American Society of Health-System Pharmacists for both full-time and .6 and above part-time Staff and Clinical Pharmacists and the Employer will pay for annual membership in the American Pharmaceutical Association for both full-time and .6 and above part-time Retail Pharmacists.

(j) **Certification Exam Reimbursement.** Upon successful completion of the exam and proof of Employer-approved certification in advanced practice specialties, employees shall be reimbursed the cost of the exam.

Employer-approved certifications in advanced practice specialties are Certification by the Board of Pharmaceutical Specialties (BPS), Certified Anticoagulation Care Provider (CACP), Certified Diabetic Educator (CDE), and Commission for Certification in Geriatric Pharmacy (CCGP). Additional Employer-approved certifications may be selected and published by the Employer.

(k) **Jury Duty/Witness Pay.** Regularly scheduled full-time and part-time employees who are called to serve on jury duty will be paid the difference between the employee's regular rate of pay and pay received from jury duty, with the exception of mileage payments from the court, for the hours the employee would otherwise have been scheduled to work while on jury duty or when serving as a witness on behalf of the Employer.

(l) **Bereavement Leave.** Regular full-time and part-time employees shall be allowed up to a maximum of three (3) consecutive days off with pay for actual regular work hours lost up to eight (8) hours per day during the three (3) day period, by reason of a death in the employee's immediate family. The term "immediate family" includes husband, wife, domestic partner, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, son or daughter-in-law, sister or brother-in-law, grand-parents, grandchildren, step-parents or step-children. Two (2) days of unpaid bereavement leave may be granted for extended travel upon approval of the department head or designee. The employee may request vacation, or holiday time coming, to the extent of the employee's accrual. The time requested for bereavement leave must be within ten (10) calendar days of the death of a family member, or the funeral of the family member. The Employer may extend the time frames for the use of bereavement leave when appropriate, based on unusual circumstance relating to the death of the employee's family member. The Employer may require such written proof of death as it may consider appropriate.

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

(m) **Emergency Leave.** Any employee may take an emergency leave of absence not to exceed two (2) weeks without pay in the event of serious illness, injury, or death in the employee's immediate family without prior notice; provided that the employee makes every reasonable effort to notify the Employer within twenty-four (24) hours of the commencement of said leave.

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

11.4 Other Employment During Leaves. Employees who are on an approved leave of absence will not engage in gainful employment in work of the nature covered by this Agreement where work is available to the employee under this Agreement which the employee is physically able to perform, except with the written consent of the Employer. This rule does not apply to employees on an approved education leave.

11.5 Vacation Pay During Leaves. If a leave of absence is in excess of ninety (90) days, an employee's accrued vacation will be paid upon request of the employee.

11.6 Sick Leave and Holiday Pay During Leaves. Sick, leave, holiday, and vacation shall not accrue during an unpaid leave of absence. Holidays shall not be paid during an unpaid leave of absence.

11.7 Benefits During Leaves. The employee will extend COBRA rights to employees on an approved leave of absence.

ARTICLE 12: HEALTH INSURANCE PROGRAMS

12.1 Health Insurance

12.1.1 Beginning the first of the month following thirty (30) days of continuous employment, all full-time and all part-time employees regularly scheduled to work twenty-four (24) or more hours per week shall be eligible for a house-wide Employer's Healthcare Plan which includes medical and dental coverage components.

12.1.2 Employees are encouraged to fully participate in the VMC Wellness Incentive Program ("Program"). The minimum $20.00 wellness incentive amount tied to participation in the Program will remain for the term of the Agreement. VMC may change or modify its Wellness Incentive Program design based upon the recommendation(s) from the *Labor Management Healthcare Benefits Committee* (see MOU Three).

VMC may change or modify or delete its Wellness Incentive plan design and incentive however must provide the Union with an annual written notification of any such change prior to the beginning of open enrollment for each year of the term of this Agreement.

12.1.3 VMC retains the right to change plan design, cost structure, insurance carriers, network provider panels, preferred providers, third-party payors, and all other administrative elements throughout the course of this Agreement as a means to control costs to the medical plans. However such changes must also be made to the non-represented employee healthcare plans. In addition if such changes result in increased employee premium costs, VMC will notify the Union of the proposed increased premium changes and will, upon request by the Union within ten (10) days of notification, bargain with the Union over the effects of the proposed employee premium increases.

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

Life Insurance	$15,000
Accidental Death and Dismemberment	$15,000

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

12.4 Liability Insurance. The Employer will provide an insurance policy equivalent to the amount of one million dollars ($1,000,000) for each person in each accident and in the aggregate five million dollars ($5,000,000) per twelve (12) month period in order to protect the employee acting within the capacity and scope of the employee's duties.

12.5 Dental Insurance. Dental insurance benefits shall be provided by the Employer for regular full time and regular part time employees who are classified as 0.6 FTE or more (24 hours per week or more) beginning on the first of the month following thirty (30) days of employment.

Dental insurance benefits will begin on the first of the month following a status change to 0.6 FTE or more, or return from leave of absence, provided the employee has been actively employed thirty (30) or more days. Participation in dental insurance benefits shall be subject to specific plan eligibility requirements.

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

ARTICLE 13: RETIREMENT

The Employer for the term of this Agreement shall maintain a house-wide Retirement Plan Program. However, if significant non-administrative (e.g., vesting, eligibility, VMC contribution level) changes to the Retirement Plan Program are proposed during the term of this Agreement, VMC will notify the Union of the proposed changes and will, upon request by the Union within ten (10) days of notification, bargain over the effects with the Union over the proposed contribution level changes.

ARTICLE 14: GENERAL CONDITIONS

14.1 Mileage Allowance. With prior approval of the department head, employees shall be paid the prevailing mileage allowance applied by the Employer when asked to use the employee's own car for business purposes.

14.2 Overtime Pay. No employee shall be required or expected to take time off in lieu of overtime pay.

14.3 Wage Statement. The Employer agrees to furnish each employee with a wage statement each pay period showing period covered, name of employee, hours worked, overtime (if any), total amount of wages paid and to list deductions made.

14.4 Injury on the Job. When an employee is physically injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care; provided, however, that if after medical care the doctor releases the employee to return to work, the employee will be required to return and complete the employee's scheduled shift. When such employee returns to work following the injury and is certified as ready and able to perform all regular duties but requires medical treatment as a result of the same injury, the Employer shall make every effort to adjust the work schedule without penalty to the Employer to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled.

14.5 Union Card. The Union agrees in consideration of the signing of this Agreement by the Employer and for the period of good and faithful performance of its provisions and covenants by the Employer to provide to each location represented by the Employer a Union card which is the property of and issued by the United Food and Commercial Workers.

14.6 Employee Agreement. The Employer shall not enter into any agreement with an employee or establish any rule or regulation which is contrary to or inconsistent with the provisions of this Agreement.

14.7 Notice of Intention to Terminate. An employee who intends to terminate shall, to the extent possible, give four (4) weeks' written notice. An employee who gives such notice shall not be terminated or have hours reduced solely for said reasons. An employee who fails to give such notice will forfeit all e.g., vacation, sick leave, etc. benefits under this Agreement,

14.8 Polygraph. The Employer agrees to not require any employee or prospective employee to take or be subjected to any lie detector or similar test as a condition of employment or continued employment except as provided in Washington State Law.

14.9 Continuing Education. Pharmacists shall only be required to complete the hours of continuing education in accordance with the State of Washington and Pharmacy Department requirements pursuant to the Clinical Pharmacy Program.

14.10 Current Employee Information. The employee shall keep the Employer informed of the employee's current address and phone number.

14.11 Personnel Files. Employees shall have access to their personnel files during normal Department of Human Resources hours. Such files may be reviewed by the employee with a representative of the Department of Human Resources in attendance.

14.12 Employees shall receive a written evaluation at the end of their probationary period and annually thereafter prior to the employee's yearly anniversary date. Employees shall be provided the opportunity to read, sign, and respond in writing to their evaluations. Should the employee disagree with the evaluation, such objection shall be retained with the evaluation in the employee's personnel file. The employee will be given a copy of the evaluation upon request. An evaluation which is substandard in any respect shall be notice that the employee on an ongoing basis is accountable for improvement in that area.

14.13 Parking. The Medical Center will continue to provide free well-lit parking for employees.

ARTICLE 15: DISCIPLINARY ACTION

The Employer shall be the judge as to the competency of its employees, and continuity of employment shall be based upon the Employer's judgment of the merit and ability of the individual employee, provided that such judgment shall be fairly and reasonably exercised, provided, however, that no employee shall be discharged for other than just cause nor will an employee be discriminated against for any lawful union activity or performing service on a union committee outside of business hours or for reporting to the Union the violation of any provisions of this Agreement.

ARTICLE 16: GRIEVANCE PROCEDURE

16.1 For the purpose of this Agreement, the term "grievance" means a dispute between the Employer and the Union and/or employee who has completed the employee's probationary period concerning an alleged breach or violation of the terms and conditions of this Agreement. If any such grievance arises it shall be submitted to the following procedure with the parties making every effort to settle the grievance at the lowest possible step. It is understood by both parties that there shall be no suspension of work or interference with the operation of the Employer during the processing of a grievance.

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

STEP 1 **Employee and Immediate Manager.** The employee (and union steward if requested by the employee) shall first attempt to resolve the problem immediately with the employee's immediate manager and in no event later than fourteen (14) calendar days of the employee's knowledge that a grievance exists, The immediate manager shall be given seven (7) calendar days to resolve the problem.

STEP 2 **Employee, Department Head or Designee and, Union Business Representative and/or Steward.** If the matter is not resolved to the employee's satisfaction at Step 1, the employee, the union representative, and/or the Steward shall reduce the grievance to writing and shall present it to the department head within seven (7) calendar days of the immediate manager's decision. The written grievance shall contain a description of the alleged problem, the specific section of the contract that has been allegedly breached, the date it occurred and the corrective action the grievant is requesting. A conference between the employee (and the union steward and the union business representative, if requested by the employee) and the department head and VP of Human Resources shall be held within fourteen (14) calendar days of submission under this Step 2. The department head shall issue a written reply within seven (7) calendar days following this conference.

STEP 3 **VP of Human Resources or Designee, SVP of Patient Care Services or Designee, and Union Representative and/or Steward.** If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing within seven (7) calendar days of receipt of the written answer in Step 2 to the VP of Human Resources (and/or designated representative) by the employee (and authorized union representative and/or Steward) who shall meet within fourteen (14) calendar days for the purpose of resolving the grievance. Within fourteen (14) calendar days after such meeting, the VP of Human Resources or designee shall send the Union a written answer stating the Employer's decision concerning the grievance.

STEP 4 **Arbitration.** If the grievance is not settled on the basis of the foregoing

procedures, and if the grievant and the Union have complied with the specific procedures, requirements, and the time limitations specified in Steps 1, 2, 3, and 4 specified herein, either party may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days following the date of issuance of the written reply in Step 3 by the Administrator or designee. The Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall be confined to the issues(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to the arbitrator. 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 provision of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

16.2 During the process of making adjustments under the rules and procedures set forth in this section, no strike or lockout shall occur.

ARTICLE 17: PROFESSIONAL PRACTICE COMMITTEE

There shall be a committee composed of four members designated by the Union and no more than four members designated by the Employer. The Committee will meet on a quarterly basis or at such times as the members may agree. The Committee should address practice issues and such other issues as are related to the practice such as clinical training, scheduling, and appropriate use of per diems. This committee will be an advisory committee and will not alter current managers' rights nor will they alter contractual guidelines without the necessary approval of the union.

The Committee shall meet within 30 days of the ratification of this Agreement, unless mutually agreed otherwise, and shall first address and attempt to reach a recommendation concerning shift scheduling considering job classifications, operational requirements, and equity among bargaining unit members.

ARTICLE 18: UNINTERRUPTED PATIENT CARE

It is recognized that the Employer 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 employee and the Union. Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown or work stoppage of any nature whatsoever. In the event of

any strike, sympathy strike, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

ARTICLE 19: RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

Subject to the express terms and conditions of this Agreement, the management of the hospital and the direction of the work force including, but not limited to, the right to hire, assign, suspend, transfer, promote, discharge or discipline its employees and the right to relieve employees from the duty because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to promulgate rules, regulations and personnel policies; the right to determine the extent to which the hospital shall be operated and to change such methods or processes or to use new equipment or facilities; the right to determine qualifications and competency of individual pharmacists; the right to establish work schedules, to subcontract out work and to extend, limit or curtail its operations is vested exclusively in the Employer. All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 20: GENERAL PROVISIONS

20.1 Successor Employers. If, during the term of this Agreement, the Employer is purchased by a successor employer, the Employer will inform the purchaser of the existence of this Agreement. If the purchaser is a successor employer, it will assume the terms of this Agreement and the Union agrees to be bound to the Agreement. An alleged violation of this provision is subject to the Agreement's grievance procedure.

20.2 Separability. The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of the Agreement. But such remaining provisions shall continue in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law both parties shall meet immediately for the purpose of renegotiations and agreement on provision or provisions so invalidated.

20.3 Superseded Agreement. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

ARTICLE 21: EXPIRATION AND RENEWAL

This Agreement shall be in effect from ratification by both the Union and the VMC Board/designee and shall continue in full force and effect through and including June 30, 2024. Should either party decide to modify or terminate this Agreement on the expiration date, it shall serve written notice on the other party no more than one hundred twenty (120) and no less than

ninety (90) days prior to the date of expiration. The parties agree to schedule the first bargaining session at least 45 days before termination of the Agreement unless mutually agreed otherwise.

Signed this 14 day of October, 2022.

VALLEY MEDICAL CENTER

BY: _____
Jeannine E. Grinnell
CEO

BY: _____
Katina Maier
Chief People & Experience Officer

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

BY: _____ 10/14/2022
Jane Hopkins, RN
President, SEIU Healthcare 1199NW,
as appointed bargaining agent for
UFCW Local 21

Appendix A

RATES OF PAY
Valley Medical Center - Pharmacist
2022-2024

	Effective Pay Period Following Ratification Date
Clinical Pharmacist	
Base	$63.88
Step 1	$65.00
Step 2	$66.14
Step 3	$67.30
Step 4	$68.47
Step 5	$69.67
Step 6	$70.89
Step 7	$72.14
Step 8	$73.40
Step 9	$74.69
Step 10	$76.92
Step 11	$76.92
Step 12	$79.23
Step 13	$79.23
Step 14	$81.60
Step 15	$81.60
Step 16	$84.05
Retail Pharmacist	
Base	$64.43
Step 1	$65.40
Step 2	$66.38
Step 3	$67.37
Step 4	$68.38
Step 5	$69.40
Step 6	$70.45
Step 7	$70.45
Step 8	$71.50
Step 9	$71.50
Step 10	$72.57
Step 11	$72.57
Step 12	$72.57
Step 13	$73.67
Step 14	$73.67
Step 15	$74.76
Step 16	$74.76

Staff Pharmacist

Base	$61.26
Step 1	$62.18
Step 2	$63.11
Step 3	$64.07
Step 4	$65.01
Step 5	$65.99
Step 6	$66.98
Step 7	$67.99
Step 8	$69.01
Step 9	$70.04
Step 10	$72.15
Step 11	$72.15
Step 12	$74.31
Step 13	$74.31
Step 14	$76.53
Step 15	$76.53
Step 16	$78.83

Pharmacy Intern

Step 1	$23.53
Step 2	$24.24
Step 3	$24.96
Step 4	$25.71

MEMORANDUM OF UNDERSTANDING ONE
Between
VALLEY MEDICAL CENTER
and
UNITED FOOD AND COMMERCIAL WORKER'S UNION
LOCAL 21

RE: Cooperation Agreement

In the spirit of cooperation, the Union and Employer are committed to handling these negotiations in a collaborative manner and as expeditiously as practical. Therefore, the Employer agrees to provide paid release time for these negotiations for a maximum of three pharmacists and a maximum of four sessions. Compensated release time shall be for regular straight time hours.

Agreed this 14 day of October, 2022.

VALLEY MEDICAL CENTER

By: _____
Jeannine E. Grinnell
CEO

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

By: _____ 10/14/2022
Jane Hopkins, RN
President, SEIU Healthcare 1199NW,
as appointed bargaining agent for
UFCW Local 21

BY: _____
Katina Maier
Chief People & Experience Officer

MEMORANDUM OF UNDERSTANDING TWO
Between
VALLEY MEDICAL CENTER
and
UNITED FOOD AND COMMERCIAL WORKER'S UNION
LOCAL 21

RE: Recruitment and Pharmacist Paid Vacation

The Parties agree that currently three (3) weeks (120 hours – 15 days) of paid vacation time is commonly offered to new employees who are pharmacists hired in comparable facilities. As a recruitment incentive in this competitive market, the Parties agree that for the term of the current contract April 1, 2022 through March 31, 2024 vacation accruals should be increased to provide for three paid weeks of vacation (120 hours - 15 working days) for new employees.

The Parties further agree that for the term of the current contract April 1, 2022 through March 31, 2024 Pharmacists currently working at Valley who have less than 4 years of employment at Valley will receive 3 weeks paid vacation (120 hours - 15 working days) and thereafter will follow the vacation accrual schedule in Section 9.1 of the current contract April 1, 2022 through March 31, 2024. All other terms of Section 9.1 will continue to apply.

During the effective period of this Memorandum of Understanding, the Pharmacist vacation accrual schedule will be as follows:

Years of Employment	Hours	Working Days
1-3 Years	120	15
4-5 Years	144	18
6-7 Years	152	19
8-9 Years	160	20
10-11 Years	168	21
12-14 Years	184	23
15 Years +	200	25

Agreed this 14 day of October, 2022.

VALLEY MEDICAL CENTER

By: _____
Jeannine E. Grinnell
CEO

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

By: _____ 10/14/2022
Jane Hopkins, RN
President, SEIU Healthcare 1199NW,
as appointed bargaining agent for
UFCW Local 21

BY: _____
Katina Maier
Chief People & Experience Officer

MEMORANDUM OF UNDERSTANDING THREE
Between
VALLEY MEDICAL CENTER
and
UNITED FOOD AND COMMERCIAL WORKER'S UNION
LOCAL 21

RE: Labor-Management Healthcare Benefits Committee

This is a Memorandum of Understanding ("MOU") between VALLEY MEDICAL CENTER ("VMC") and the UNITED FOOD AND COMMERCIAL WORKERS LOCAL 21 ("UFCW").

UFCW and SEIU Healthcare 1199NW ("SEIU") and the Office and the Professional Services Local 8 ("OPEIU") and the International Union of Operating Engineers, Local 302 (IUOE) (the Unions) have been involved in discussions with VMC (collectively the "Parties") regarding healthcare benefits through a Labor-Management Healthcare Benefits Committee ("Committee"). This Committee has produced mutually agreed upon healthcare benefits recommendations designed to result in a better healthcare program to encourage overall employee wellness. The Parties wish to continue such Committee meetings and continue to develop jointly agreed upon recommendations. VMC and UFCW agrees as follows:

1. The Parties will continue to meet at least quarterly through December 31, 2024 or until such time as any Party withdraws from participation whichever occurs first. Withdrawal by any of the Union participants or VMC must be in writing and shall automatically terminate this MOU.

2. There will be no more than thirteen participants on the Committee - four from VMC and nine total from all four Unions unless otherwise agreed to by each of the Parties. There will be two Co-Chairs, one chosen by VMC and one by the Union participants. Outside experts may be requested to attend by agreement of the Parties.

3. The intent of the Committee is to reach a joint recommendation on a comprehensive plan for the medical benefits and wellness program for the 2023 and 2024 plans which may include but is not limited to, changes resulting in cost management, lower utilization, better benefit coverage, and chronic disease management. The Parties agree that any joint recommendation regarding the wellness components of the healthcare plan will include consideration of increasing wellness activities in order to qualify for better participant plan components.

4. By August 31st of each calendar year the Parties will reduce to writing any proposed joint Committee recommendation for changes to VMC's medical benefits and wellness program for the subsequent year. Upon mutual agreement by each of the Parties, the deadline for recommendations may be extended to no later than September 30th of the calendar year. To become a formal recommendation that can be acted upon, the recommendation must be signed by each of the Parties and the written document must be titled "Yearly Recommendation(s) For Year _[*add specific year*]_" ("Yearly Recommendation"). The Parties may seek approval from their respective memberships or executives before determining if that Party will sign the proposed joint Committee recommendation.

5. VMC will implement any written and signed Yearly Recommendation for a specific year produced by the Committee by August 31st of the prior year.

6. If the Parties cannot reach agreement on a Yearly Recommendation by August 31st for any year, the terms of each Union member's collective bargaining agreement, in effect during the year for which there is no agreed upon implemented Yearly Recommendation, will dictate the terms of the medical benefits and wellness program for those bargaining unit members.

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

VALLEY MEDICAL CENTER

By: _____
Jeannine E. Grinnell
CEO

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

By: _____ 10/14/2022
Jane Hopkins, RN
President, SEIU Healthcare 1199NW,
as appointed bargaining agent for
UFCW Local 21

BY: _____
Katina Maier
Chief People & Experience Officer

MEMORANDUM OF UNDERSTANDING FOUR
Between
VALLEY MEDICAL CENTER
and
UNITED FOOD AND COMMERCIAL WORKER'S UNION
LOCAL 21

RE: 2023 Wage Reopener

This MOU is between Valley Medical Center ("VMC") and the United Food and Commercial Workers Local 21, acting by and through its bargaining agent Service Employees International Union Healthcare 1199NW ("Union").

By written notice given by one Party to the other no earlier than April 1, 2023 and no later than April 30, 2023, the Appendix A wage rates only may be reopened for the purpose of negotiations over one-time base wage rate increases to one or more job classifications identified in Appendix A, to be effective no earlier than the first full pay period following July 1, 2023. The Parties agree to begin meeting within 30 days of the Notice of Reopener unless mutually agreed otherwise, and to conclude such negotiations by June 30, 2023.

This MOU is not intended to and does not permit reopening, modifying or otherwise affecting any other term or condition of the Parties' Agreement, including but not limited to the terms for other forms of compensation or benefits.

VALLEY MEDICAL CENTER

By: _____
Jeannine E. Grinnell
CEO

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

By: _____ 10/14/2022
Jane Hopkins, RN
President, SEIU Healthcare 1199NW,
as appointed bargaining agent for
UFCW Local 21

BY: _____
Katina Maier
Chief People & Experience Officer

MEMORANDUM OF UNDERSTANDING FIVE
Between
VALLEY MEDICAL CENTER
and
UNITED FOOD AND COMMERCIAL WORKER'S UNION
LOCAL 21

RE: Signing Bonus

By the regular pay day for the first full pay period following ratification by the employee members of this bargaining unit of this Agreement, all full and part time Pharmacists who are members of this bargaining unit and are employed on the date of ratification shall be eligible for a one-time payment of five hundred dollars ($500), two hundred-fifty dollars ($250) for Pharmacy Interns, less legal taxes and withholdings.

VALLEY MEDICAL CENTER

By: _____
Jeannine E. Grinnell
CEO

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

By: _____ 10/14/2022
Jane Hopkins, RN
President, SEIU Healthcare 1199NW,
as appointed bargaining agent for
UFCW Local 21

BY: _____
Katina Maier
Chief People & Experience Officer