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

VALLEY MEDICAL CENTER

2022-2024 Contract

Professional-Technical Unit



AGREEMENT

By and Between

VALLEY MEDICAL CENTER

and

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 21

(Professional-Technical Unit)

Term: August 26, 2022 through June 30, 2024

2022-2024

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AGREEMENT By and Between VALLEY MEDICAL CENTER

and

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 21

(Professional/Technical Unit) August 26, 2022 through June 30, 2024

THIS AGREEMENT is made and entered into by and between Valley Medical Center, hereinafter referred to as the "Employer", and the United Food and Commercial Workers Union, Local 21, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1.

ARTICLE 1: RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees designated by the classifications set forth in the attached wage schedules, as certified by the State of Washington Department of Labor and Industries, in Case No. 01594, dated August 30, 1974; excluding supervisors, temporary employees, and all other employees.
- 1.2 New Positions in the Bargaining Unit. The Employer will make the Union aware of any new positions appropriate to the Unit created during the course of this Agreement that are clearly aligned with prior classifications as established in Appendix A, Wage Rates.

ARTICLE 2: UNION MEMBERSHIP AUTHORIZED DEDUCTIONS

- 2.1 All employees covered by this Agreement may elect, but shall not be required, to become or remain members of the Union.
- 2.2 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.
- 2.3 <u>Dues Deduction</u>. The Employer will deduct an amount equal to the Union's uniform monthly dues from the pay of each employee who under Section 2.1 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 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 deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 3: NONDISCRIMINATION

- 3.1 The Employer and the Union agree not to discriminate in any manner, in conformance with applicable federal and state laws, against any employee by reason of race, color, religion, creed, sex, marital status, national origin, age, sexual orientation, gender identity, or sensory, mental, or physical disability, subject to occupational requirements and ability to perform within those 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 law.
- 3.2 No employee covered by this Agreement shall be discriminated against because of membership in the Union or lawful activities on behalf of the Union.
- 3.3 Where the masculine or feminine gender has been applied in any job classification or in any provision of this Agreement, it is applied solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits or any other provision.

ARTICLE 4: RIGHT OF ACCESS – UNION BUSINESS

- 4.1 <u>Authorized Representatives</u>. Duly authorized representatives of the Union shall be permitted to enter upon the Employer's public premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union representative first notifies the VP of Human Resources or designee of the representative's presence. Access to non-public areas of the Employer's premises to transact Union business that cannot be transacted elsewhere may be requested in advance and shall not be unreasonably denied by the Employer. Such visits shall not interfere with the work of the employees or the proper operation of the Employer.
- 4.2 <u>Delegates</u>. The Union shall have the right to designate Delegates for each department of the Employer. The Union shall notify the Employer of the names of all Delegates.

The parties acknowledge the general proposition that the investigation of complaints and grievances by Delegates will be conducted during nonworking hours (e.g., breaks, lunch periods and before and after shift). When it is not practical or reasonable to transact such business during nonworking periods, the Delegates will be allowed a reasonable amount of time during working hours to perform such functions, except that such activity shall not take precedence over the requirements of patient care. The Delegates 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 or designee may approve pay for the actual time involved in such meetings. Payment will be approved for

attendance by the Delegates or other representative for meetings where attendance is directed by the Employer.

- 4.3 <u>Bulletin Boards</u>. The Union will be allowed the use of bulletin board space for the purpose of posting Union notices relating to general Union activities. All material posted on such boards will also be provided to the VP of Human Resources or designee.
- 4.4 Rosters. 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.
- 4.5 <u>Voluntary Political Action Fund Deduction</u>. 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.
- 4.5.1 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 4.5 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.
- 4.6 <u>Meeting Rooms</u>. 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 of Human Resources or designee and space is available.
- 4.7 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 5: 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 workforce including but not limited to the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from their duty because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to promulgate rules, regulations and personnel policies; the right to determine the extent to which the hospital shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish work schedules, to subcontract out work and to extend, limit or curtail its operations is vested exclusively in the Employer. 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 6: DEFINITIONS

- 6.1 <u>Probationary Employees</u>. An employee shall be considered a probationary employee during the first ninety (90) days of continuous employment. The Employer with the consent of the employee may extend the 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.
- 6.2 <u>Regular Full-time Employees</u>. Regular full-time employees are those employees regularly scheduled to work forty (40) hours per week. Such employees shall be responsible for their share of weekends, holidays and shift assignments scheduled by department heads or supervisors. Such employees shall receive all fringe benefits set forth in this Agreement.
- 6.3 <u>Regular Part-time Employees</u>. An employee who is regularly scheduled for less than forty (40) hours per week and who has successfully completed the required probationary period.

Regular part-time employees shall share in the Employer's program of fringe benefits on pro-rata basis in accordance with their hours worked, except 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 employee otherwise eligible for the benefits may elect a fifteen percent (15%) salary differential, provided the election not to participate in health insurance is in accord with any applicable state or federal law. The selection must occur within the first ten (10) days of employment or within ten (10) days of the signing of this Agreement, whichever is later. Thereafter, a change in this option may be made by an employee during the month of June to be effective July 1.

- 6.4 <u>Temporary Employees</u>. A temporary employee is one who is hired to work on an intermittent basis, as an interim replacement or for temporary work on a predetermined work schedule which does not extend beyond ninety (90) consecutive days. This ninety (90) day period may be extended an additional ninety (90) days where the nature of the assignment requires such an extension period. Such an extension shall be in writing. Temporary employees are not covered by the terms of this Agreement.
- 6.5 Per Diem Employees Definition. A per diem employee is an employee who is classified as a per diem employee whether or not the employee is regularly scheduled or irregularly scheduled or irregularly called in. Per diem employees will not hold budgeted FTE position and shall be compensated fifteen percent (15%) above the applicable rate in Appendix A. The following conditions apply to Per Diem employees:
 - 6.5.1 Per Diem will not be included in lay-offs or the low seniority list.
 - 6.5.2 A Per Diem will not replace a laid-off person's schedule.
- 6.5.3 If Per Diem(s) is/are scheduled for regular shifts of greater than .2 FTE for three (3) consecutive months, not replacing an employee on an approved leave, the employer will post the position.
- 6.5.4 A shift vacancy arising more than 48 hours prior to the scheduled start of the shift will be offered to non-overtime regular employees before being offered to Per Diems. A shift vacancy arising forty-eight (48) or fewer hours prior to the scheduled start of the shift may be offered to non-overtime regular employees and Per Diems at the same time, and the shift opening may be awarded to the first person to accept the shift vacancy offer.
- 6.5.5 Per Diems are required to provide availability to work at least three (3) shifts (of eight (8), ten (10), or twelve (12) hours) per four (4) week schedule period (or a proportional amount for longer schedule periods), including at least one (1) weekend shift per schedule period. Per Diems must work at least two (2) shifts (of eight (8), ten (10), or twelve (12) hours) per four (4) week schedule period (or a proportional amount for longer schedule periods), provided that a sufficient number of open shifts are posted or offered to the per diem employee during the schedule period to meet this minimum worked shift requirement. In each calendar year at least one (1) of these worked days must be on a holiday recognized by the Employer. If a shift that a per diem

employee has signed up for and been scheduled to work is not worked due to low census or if the employee is unable to work the shift due to illness and uses accrued sick leave credits for the unworked time, that shift will count towards the minimum worked shift requirement. Individual departments or units of the Employer may from time to time establish alternative per diem work requirements that are not greater than those set forth in this Section.

Preceptor. A preceptor is an employee experienced and proficient in clinical 6.6 teaching and communication skills and who is assigned to serve in the preceptor role by the Employer, which includes the responsibility for planning, organizing and evaluating the training of newly hired employees. The Employer may require that employees complete the appropriate preceptor in-service program before being assigned to a preceptor role, but not having completed the program will not preclude an employee from serving as a preceptor when assigned by the Employer. Based on a new employee's prior experience, a decision will be made as to whether an assignment of preceptor(s) or a general orientation will be applicable. Leads may be assigned for purpose of staff training in lieu of a preceptor assignment. Inherent in the preceptor role is the responsibility for specific criteria, based on goals directed by education and training, for a specific period. Newly hired experienced employees may not be assigned a preceptor based on their knowledge, skills, competence and ability or previous training. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. Units or departments that assign preceptor responsibilities will have unit or department guidelines for such assignments, provided that the Employer has sole responsibility for making preceptor assignments. An employee who does not wish to participate as a preceptor will not be disciplined for that decision, provided there are qualified employees, willing and available to precept to meet the employer's requirements. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support and guidance and orientation for new employees.

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ARTICLE 7: EMPLOYMENT PRACTICES

- 7.1 <u>Hiring</u>. The Employee agrees to notify the Union of vacancies occurring in the classifications covered by this Agreement. If called upon to supply applicants, the Union agrees to recommend only those applicants that are fully qualified to perform the work involved. The parties agree that the hiring decision remains exclusively an Employer responsibility, and the Employer shall be free to hire from any source whatsoever.
- Job Posting. When a regularly scheduled job opening or vacancy occurs, notice of such job shall be posted on the Employer's electronic job notice board for at least three (3) business days, and shall be sent through a VMC email broadcast 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. The job posting shall include current shift and FTE status for the job opening. The job opening shall be filled on a seniority basis providing the applicable skills, competency and abilities are substantially equal. The successful applicant shall be transferred to the new position or job assignment no later than six (6) weeks after being accepted for the position, unless mutually agreed otherwise by the manager and employee.

The employee may file a letter of intent with the manager specifying intent to apply for a specific shift and FTE. Only one specific letter of intent may be filed at any given time. If that opening occurs and the position becomes available, the employee must be available to start within 12 calendar days of posting. Letters of intent will be kept valid for 3 months unless rescinded in writing by the employee.

7.3 <u>Notice of Termination</u>. Regular employees shall be entitled to three (3) weeks' notice of termination or pay in lieu thereof plus any accrued vacation except the Employer shall not be required to comply with the provisions of this section in cases of discharge for just cause.

Regular employees will make every reasonable effort to provide at least three (3) weeks' written notice of resignation. Failure to give three (3) weeks' notice of resignation shall result in loss of termination benefits including any accrued vacation pay.

7.4 <u>Discharge/Discipline for Cause</u>.

- 7.4.1 Regular employees shall be discharged or disciplined only for just cause. Upon termination, an employee shall be allowed to review the employee's personnel file and prepare written comments for inclusion therein.
- 7.4.2 The Employer will apply the principle of progressive discipline, consisting of verbal warning, written warning, and suspension or discharge. The Employer will not be required to apply the foregoing in instances wherein the nature of the offense is such as to apply to suspension or discharge. The employee shall be requested to sign the written warning or suspension to indicate that the employee has seen and comprehends the nature of the disciplinary action. Copies of such notices shall be provided the employee on request at the time formal disciplinary action is taken or shortly thereafter. The employee may request a Union representative in a formal meeting wherein disciplinary action is taken by the Employer.
- 7.5 <u>Certification</u>. It is the policy of both the Employer and the Union that all employees under this Agreement should seek continuous advancement in skills and knowledge and that to this end each employee shall become certified, registered or licensed at the earliest possible time by the appropriate agency as having reached full professional status. Progress towards this objective will be one factor considered in rating an employee for promotion. Certification, once obtained, will be kept current except for those employees who are in a category of employees grandfathered from the certification process by the appropriate certifying body.

Registry eligible radiologic technologists will be given 12 months from graduation of a radiology program to obtain their Registry. Technologists who fail to become Registered or whose Registry lapses due to failure to comply with CE requirements will be terminated following a 30-day written notice.

All new hire CT Technologists will be given twelve (12) calendar months from their date of hire to obtain their ARRT CT Certification (CT Technologist - Certified). Any CT Technologist who fails to obtain the certification or whose certification lapses will be terminated following a 30-day written notice.

New graduate Registry eligible Medical Technologists or Medical Lab Technicians hired following ratification of this Agreement will be given twelve (12) months to obtain their certification. Those who fail to obtain their certification or whose certification lapses will be terminated following a 30-day written notice. Certification for Medical Technologists will be ASCP, AMT (with B.S. degree), or NCA. Certification for Medical Lab Technicians will be AMT (with AA degree), NCA, or ASCP.

Where any employee is required to obtain a new certification, for example mammography in the radiology department, the Employer will pay the expenses required to initially obtain the certification, where the employee has sufficient unallocated education leave allowance to charge it against.

- 7.6 <u>Personnel Files</u>. Employees shall have access to their personnel files during normal Human Resources Department hours. Such files may be reviewed by the employee with a representative of the Human Resources Department in attendance.
- 7.7 <u>Performance Evaluations</u>. 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.
- 7.8 Employee Testing. The Employer will maintain its current practices with respect to HIV, TB according to CDC guidelines, and Hepatitis B testing for employees. Employer will provide titer follow up for hepatitis vaccine upon employee request.
- 7.9 Availability of Scrubs. Hospital laundered lab coats will be provided for use during working time to Hospital laboratory employees. Hospital laundered scrubs will be provided for use during working time to employees who are required to perform sterile procedures in the Operating Rooms (including OB operating rooms), Interventional Radiology, or the Cath Lab. Employees whose work clothes become contaminated with bodily fluids will be provided with a set of hospital laundered scrubs for use until the employee's next scheduled work day and the Employer will provide laundry services for the Employee's contaminated work clothes.
- 7.10 <u>Parking</u>. The Medical Center will continue to provide free well-lit parking for employees.
- 7.11 <u>Transfer or Promotion</u>. On being transferred to the same position in a different unit/clinic, or promoted to a different position, an Employee may have up to ninety (90) days to show that the employee can perform the duties of the position.
 - a. During the (90) day period, the Employer will make reasonable efforts to ensure that the Employee is properly oriented to the requirements of the position.

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

ARTICLE 8: SENIORITY

- 8.1 <u>Definition</u>. Seniority is defined as an employee's period of employment from most recent date of hire into the bargaining unit or assignment to a job classification within the bargaining unit based on hours compensated. The principle of seniority shall be observed by department and job classification. Seniority shall not apply to an employee until the employee has completed the probationary period. During this probationary period, employees may be discharged or disciplined without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee will be credited with seniority from most recent date of employment. For purposes of accrual of benefits, seniority shall be applied from date of hire based on hours compensated.
- 8.2 <u>General</u>. Seniority shall be the determining factor in transfers, shift changes and promotions, where such factors as skill, competence and ability are substantially equal. The Employer shall be the judge as to the qualifications and competence of its employees. The provisions of this section shall be subject to the grievance procedure.
- 8.2.1 <u>Rebids</u>. In the event the Employer reallocates staffing or shift assignments, necessitating a rebid, the Employer, the Union Rep, and the Shop Steward will meet to determine the specific process to be used in that rebid.
 - 8.3 <u>Termination</u>. Seniority shall be terminated 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) Illness or injury of more than nine (9) months in any twelve (12) month period;
 - (g) Absence of two (2) consecutive workdays without notification to the Employer. The Employer will consider mitigating circumstances on a case-by-case basis.
- 8.4 <u>Layoff</u>. Layoffs shall be by department, shift, and classification (See Appendix C). In the event of a permanent layoff, the Employer shall make its best efforts to notify regular employees involved at least fourteen (14) days prior to the impending layoff. Employees shall be laid off in the following manner.
 - (a) Temporary employees;

- (b) Probationary employees;
- (c) Regular full-time and part-time employees.
- 8.4.1 <u>Layoff Options</u>. Employees who have been displaced due to a layoff will have the following options:
 - (a) Displace another employee on the low seniority list in accordance with Section 8.4.2 and 8.4.3;
 - (b) Accept the layoff and remain eligible for recall in accordance with Section 8.4.4; or
 - (c) Elect termination and be eligible for severance pay in accordance with Section 8.5.
- 8.4.2 <u>Displacement of Employees on Low Seniority List</u>. An employee who has been displaced due to a layoff may displace the position of any employee on the low seniority list for the employee's job group, provided the employees' qualifications, competence and efficiency are considered substantially equal in the opinion of the Employer, and provided further that the employee who was initially displaced is not on the low seniority list.
- 8.4.3 Low Seniority List. The low seniority list consists of the least senior employees in a job group who comprise twenty percent (20%) of the job group (See Appendix C). Any employee identified for layoff who is on the low seniority list and any employee who has been displaced by another employee pursuant to the above process may displace the position of the least senior employee on the low seniority list for the employee's job group, provided the employees possess substantially equal qualifications, competence and efficiency in the opinion of the Employer.
- 8.4.4 <u>Recall</u>. An employee who has been displaced due to a layoff and who elects to accept the layoff will be recalled to vacant positions in the employee's job group (See Appendix C) for up to twelve (12) months following the layoff, provided that in the opinion of the Employer the employee is fully qualified, skilled and competent to perform the work required by the position or will become fully qualified, skilled and competent within forty (40) hours of orientation. If an employee is offered recall to a position in the same job classification, on the same shift (day, evening, night), and within 0.2 FTE of the position from which the employee was laid off, but for any reason refuses the recall, the employee will be dropped from the recall roster and have no further recall rights.
- 8.4.5 <u>FTE Status</u>. An employee seeking to bump into the low seniority list or who is eligible to be recalled from layoff cannot increase their FTE unless nothing is available in that FTE in which case the employee may bump into the nearest FTE.
- 8.4.6 <u>Seniority</u>. Seniority for the purpose of layoff will be determined as of the payroll date ending immediately prior to notification of the layoff.
- 8.4.7 Notice. Employees shall be entitled to fourteen (14) days' notice of layoff or pay in lieu thereof plus any accrued vacation and retention of accrued vested sick leave,

provided in this agreement. Notice shall be given to affected employees and to the Union. Upon request the employer will agree to meet with the union to discuss the impact of the layoff.

- 8.4.8 <u>Substantially Equal Skill, Ability, and Competency</u>. An employee shall be considered to have substantially equal skill, ability, and competency, if the employee can perform the essential work of the less senior employees in their classification within forty (40) hours of orientation. This period will be extended where the parties mutually agree that a particular position requires up to eighty (80) hours of orientation to establish competence.
- 8.5 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 2,080 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

- 8.6 <u>Low Census</u>. In the event that it is necessary to release employees from work due to low census in the employee's work area, employees will be released in accordance with the following schedule provided skill, competency and ability are considered equal:
 - (a) Employees on overtime or premium rate of one and one half times (1.5x) the employee's regular rate of pay or higher.
 - (b) Volunteers, with conflicting requests to volunteer resolved by seniority rotation.
 - (c) Agency employees
 - (d) Per diem employees
 - (e) All other employees on duty in the affected work area/shift on a rotational reverse seniority basis.

Mandatory low census shall be on a rotational reverse seniority basis. The Employer will provide a system to track low census occurrences in order of seniority. All low census occurrences including volunteer occurrences will count toward the employee's position in the rotation. If a department or unit has been using another method of rotation of mandatory low census, that department or unit can maintain their practice.

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 except as provided in Section 6.3.

No employee will be required to have more than twelve (12) hours off per pay period due to mandatory low census, whether by accumulation of hours or all in a single day, unless it is pursuant to the provisions of Section 8.2. The twelve (12) hours shall be prorated for part-time employees.

If employees in a work area have been placed on low census under this provision for twelve (12) hours each in four (4) consecutive pay periods, then during the fourth pay period, the Employer may notify the union of its intent to implement one of the following alternatives. The parties will immediately meet to discuss which alternative and whether other alternatives may meet the Employer's need:

- (1) The least senior employee(s) (based upon life hours with the Employer) in the affected classification and work area who is on duty at the time of low census will be excluded from the twelve (12) hours per pay period maximum; or
- (2) There will be a layoff under Section 8.4 and the requirement for a twenty-one (21) day notice will be waived.
- 8.6.1 Low Census Standby. Where there is a low census the Employer may elect to use standby instead of low census release. Where standby is used employees may be required to be on standby during the hours they are regularly scheduled to work. The employee shall be advised of the number of hours the employee is required to be on standby and will be compensated four dollars (\$4.00) for each hour the employee is not working. If the employee is called in from standby, the employee will be guaranteed a minimum of four (4) hours pay at the employee's straight time rate of pay. Standby hours compensated at only the standby rate will count as low census hours for purposes of rotations.

Employees will be designated for standby in the same order as set forth above for low census.

Unused vacation hours may be used on low census or standby days to cover uncompensated hours.

Employees will be given as much notice of low census and/or standby as is practical, but at least one (1) hour prior to the start of a shift, when the employee is not to report as scheduled.

ARTICLE 9: HOURS OF WORK AND OVERTIME

9.1 Normal Workday. A normal 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 twelve (12) hours work to be completed within twelve and one-half (12½) consecutive hours with a thirty (30) minute meal period without pay. (See Appendix D – Ten Hour Shifts and Appendix E – Twelve Hour Shifts).

- 9.2 <u>Normal Work Week</u>. The normal work week shall consist of forty (40) hours of work within a seven (7) day period, Sunday through Saturday.
- 9.2.1 Eighty Hour Schedule. A schedule of eighty (80) hours within a fourteen (14) day period, with overtime paid after eight (8) hours in a work day or in excess of the eighty (80) hours within the fourteen (14) day schedule, may be agreed upon between an individual employee and their manager. If so agreed, the schedule will not violate any provision of this Agreement.
- 9.3 The workday and work week as specified in this Article shall not constitute guaranteed hours of work.
- 9.4 <u>Flexible/Innovative Workday Schedules</u>. Flexible/innovative workday schedules may provide for deviations and exemptions from the terms of this Agreement, except as required by FLSA. Such flexible/innovative workday schedules may be established by mutual consent with any employee(s) and shall be set forth in writing with a copy made available to the Union. The Employer shall consider all requests by employees for flexible/innovative workday schedules. The Union's approval will be required of a flexible/innovative workday schedule which seeks to amend any of the provisions of the Agreement.
- 9.5 Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the normal workday or normal work week, but not both. All overtime must be approved by the supervisor. Time worked which is paid on an overtime basis exclusive of overtime premium pay shall count as time worked for purposes of accrual for benefits and wage progression.
- 9.5.1 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 forty (40) straight-time hours actually worked in a work week, or eighty (80) hours actually worked in a fourteen (14) day period. Hours worked on a holiday will count as normal worked hours for the purpose of overtime calculations.
 - (b) Hours worked on a holiday.
 - (c) Hours worked in excess of the employee's normal workday of at least eight (8) hours work per day. Flexible/innovative workday schedule hours shall be considered the normal workday hours for any employee working, or voluntarily substituting for, a flexible/innovative workday schedule. If the substitution is mandatorily assigned, overtime will be paid for the hours in excess of the employee's normal workday schedule of at least eight (8) hours.
 - (d) Under Section 9.6 Rest Between Shifts.
 - (e) Under Section 10.3 On Call and Call-In.
- 9.6 <u>Rest Between Shifts</u>. 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 have a regular assignment to a twelve (12) hour shift shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed between the employee and the Employer.

- 9.7 With the sole exception of premium hours paid for hours worked on a holiday, under no circumstances shall there be pyramiding of overtime or premium pay.
- 9.8 Work Schedules. The Employer shall determine and post regular work schedules ten (10) days prior to the effective date of the schedules, which shall encompass a four (4) week period and shall include the on-call schedule. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Except for emergency conditions (such as unforeseeable conditions beyond the Employer's control including employee absences, terminations without notice and changes in patient census), individual scheduled hours of work may be changed only by mutual agreement of the Employer and employee(s) involved.
- 9.9 The Employer will maintain its current practices with respect to the scheduling of two (2) fifteen (15) minute breaks during an eight (8) hour shift.
- 9.10 Meetings. Employees will 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 a 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.

9.11 Employees assigned to work 16 hours on Saturday and 16 hours on Sunday will be considered full-time employees and receive 40 hours' pay.

ARTICLE 10: CLASSIFICATIONS AND RATES OF PAY

- 10.1 <u>Wage Schedule</u>. Appendix A attached hereto and made a part of this Agreement shall be the schedule of wages which shall apply effective the dates indicated therein. 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 wages scale for that position provided for in Appendix A.
- 10.1.1 All employees will receive a 4.75% base wage increase effective the 1st full pay period after ratification by the Union of this Agreement.

10.1.1.1 In addition to the foregoing base wage increases, effective the 1st full pay period after ratification by the Union of this Agreement all employees in the following job classifications will receive a 2.5% market increase:

CT Technologist Electrophysiology Technologist Interventional Radiology Technologist I Interventional Radiology Technologist II Medical Lab Technician Medical Technologist Medical Technologist Coordinator MRI Technologist-ARRT MRI Technologist-ARRT MR Nuclear Med Technologist-NMTCB Radiologic Technologist-ARRT Respiratory Therapist I Respiratory Therapist II Sonographer-ARDMS Surgical Technician Cert Surgical Technician Non-Cert

- 10.1.1.2 All base wage increases that apply to a given employee or job classification under this sub-Section 10.1.1 will be applied as a single, total percentage increase effective the 1st full pay period after ratification by the Union of this Agreement and will not applied sequentially. For example, an Electrophysiology Technologist will receive a single 7.25% increase, not separate 4.75% and 2.5% increases in sequence.
- 10.1.1.3 Effective the 1st full pay period after ratification by the Union of this Agreement, a wage scale for a new "CT Technologist Certified" job classification will be added to Appendix A with base wage rates at each wage scale step that are 2.28% greater than the base wage rates of the "CT Technologist" job classification. The "CT Technologist Certified" job classification will include all CT Technologists who have a valid American Registry of Radiologic Technologists (ARRT) Computed Tomography (CT) certification and registration.
- 10.2 <u>Shift Differential</u>. Employees working Evening shift (3:00 pm to 11:00 pm) shall receive two dollars (\$2.00) per hour in addition to the hourly rate specified in Appendix A as a shift differential, and employees working night duty (11:00 p.m. to 7:00 am.) shall receive three dollars (\$3.00) per hour in excess of the hourly rate specified in Appendix A as a shift differential.

Employees working shifts of eight (8) hours or fewer shall be paid the shift differential applicable to the shift in which the employee is scheduled to work a majority of the employee's hours. Employees whose straight time shift hours are evenly divided between two shifts shall receive the shift differential, if any, which is applicable to each shift for the hours in that shift.

Employees working shifts longer than eight (8) hours shall be paid the evening shift differential for all hours worked between 3:00 p.m. and 11:00 p.m., and the night shift differential for all hours worked between 11:00 p.m. and 7:00 a.m.

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) hours into another shift shall receive the shift differential of that shift of all such hours worked, if it is higher.

10.3 On-Call and Call-In.

- 10.3.1 An employee is designated on-call when assigned by the Employer to be available to be called in for work. When the Employer utilizes on-call and/or determines that on-call is an operational requirement, all full-time and part-time employees in positions and with skill and competencies appropriate to the on-call need, as determined by the Employer, will be scheduled for on-call on a reasonably equitable rotational basis. Employees have the option to trade or give away on-call shifts to other willing employees.
- 10.3.2 Employees who are designated on-call but who are held over at the end of their regular shift into the on-call period will not be considered on-call until the employee is released and has clocked out from the regular shift. The time worked will, however, count as hours worked under Section 9.6, Rest Between Shifts.
- 10.3.3 On-call pay shall be at the rate of four dollars (\$4.00) per hour for the number of hours an employee is designated on-call. All on-call hours beyond 50 in a pay period shall be paid at the rate of six dollars (\$6.00) an hour.
- 10.3.4 A regular full-time or part-time employee who is designated by the Employer to be on-call and who is called in to work from on-call status will be compensated at the overtime rate of one and one-half (1½) times the regular rate of pay for call-in hours. An on-call employee who is called in to work will receive a minimum of three (3) hours work or pay at the overtime rate each time the employee is called to work. Total call-in hours paid will not exceed the hours the employee is on-call, e.g., eight (8) or twenty-four (24). An employee will not be expected to work more call-in hours than the employee has been scheduled for on-call.
- 10.3.4.1 Employees who are not designated by the Employer to be on-call who are called in to work shall receive a minimum of three (3) hours work or pay at the overtime rate of one and one-half ($1\frac{1}{2}$) times the regular rate of pay. If and when the employee then agrees to be placed on standby, that employee shall receive four dollars (\$4.00) per hour for each hour not worked for which the employee has been placed on and accepted standby status. If an employee on standby status under this Section is then called-in to work, the employee will be compensated in accordance with Section 10.3.4.
- 10.3.5 The minimum call-in work or pay guarantee shall apply to call-ins before an employee's regular shift, even though the employee is called in less than three (3) hours before the employee's regular starting time.

- 10.3.6 Travel time to and from the medical center will not be considered time worked. Actual hours paid for call-in shall count as straight-time worked for purposes of computing vacation, sick leave benefits, and longevity increase.
- 10.3.7 Employees who are not on-call yet who agree to accept an early shift start will not have the on-call minimum guarantee of this section. The employee, however, will not be sent home early from the employee's regular shift to avoid overtime, but will be allowed to go home after eight (8) hours if patient care conditions permit.
- 10.3.8 An on-call employee may be called in to work to cover unplanned vacancies. Unplanned vacancies are defined as a scheduled work shift vacancy that occurs with less than two (2) weeks' notice. When called in to work, if the individual covers an unplanned vacancy related to a posted shift, that employee will be compensated for the hours worked on that shift at a rate of double their normal base pay.
- 10.3.9 Use of on-call employees to cover vacations and other planned vacancies will be made through volunteers.
- 10.4 <u>Temporary Assignment to a Higher Position</u>. Assignment to a higher-paid job classification shall be compensated at the rate of pay for that higher position.
- 10.5 <u>Year and Month Definitions</u>. 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 receive longevity increase (wage Steps) upon the accumulation of 2,080 hours.
- 10.6 <u>Job Classification Promotion</u>. Employees promoted to a higher paid job classification in the same job classification series and department shall be placed at the step of the new scale that provides the employee with a minimum wage increase of six percent (6%), not to exceed the maximum within the new classification.
- 10.6.1 <u>Promotion Into Bargaining Unit</u>. When a current employee of the Employer who is not covered by this Agreement applies for and is accepted into a position represented in this Agreement, that employee will suffer no loss of pay in that promotion transfer. Accordingly, the parties agree that when an employee is promoted to a higher-graded position, regardless of the tenure, seniority, department, or the Employment Agreement applicable in their current position, the employee will be slotted on the new pay scale at the pay Step that is the closest to their current actual base pay providing no less base pay than that base pay they were earning at the time of promotion.

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

- 10.7 <u>Show-Up Pay</u>. If an employee covered by this Agreement reports to work as scheduled and is sent home by the Employer because of circumstances beyond the employee's control (e.g., inclement weather, power outage), the employee will receive the employee's straight time regular rate of pay for at least three (3) hours. Show-up is paid for "working" at least three (3) hours. If it is mutually agreed between the employee and the Employer that the employee will go home, the three (3) hour guarantee will not apply.
- 10.8 <u>Pay Steps for New Employees</u>. Employees will be placed into steps in the pay scale based upon their recent relevant experience as follows:

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1-2 years' experience - at least Step 13-4 years' experience - at least Step 24 or more years' experience - at least Step 3
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Experience within this paragraph is defined as actual recent relevant experience.

- 10.9 <u>Lead Pay</u>. Employees assigned as Lead by the appropriate authority 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 such capacity.
- 10.10 <u>Preceptor Pay</u>. Employees who are assigned preceptor duties under Section 6.6 shall receive a pay differential of one dollar and fifty cents (\$1.50) per hour for time actually involved in precepting.
- 10.11 <u>Imaging and Special Procedures Clinical Coordinator Pay</u>. The Clinical Coordinator role in the Imaging modalities or Special Procedures is a Technologist who is assigned additional responsibilities including assisting with setting standards, analyzing performance, lead duties, involvement in relevant taskforces and committees, and identifying training needs. They may also serve as a liaison with providers and other departments. When assigned by the Employer, the Clinical Coordinator in an Imaging modality or Special Procedures shall receive two dollars and fifty cents (\$2.50) per hour above the employee's rate of pay for all hours worked in such capacity.
- 10.12 <u>Pay Changes</u>. Pay changes will be effective the first day of the pay period following the date the change is otherwise due.
- 10.13 <u>Weekend Work</u>. 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 shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. This provision does not apply to employees who are normally scheduled to work weekends as a part of their regularly scheduled shifts.
- 10.13.1 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 for overtime pay.

- 10.14 <u>Weekend Differential</u>. In addition to the employee's rate of pay, employees shall be paid at a rate of two dollars and fifty cents (\$2.50) per hour for each hour worked during the weekend, as defined in Section 10.13.1. This provision applies to employees who are normally scheduled to work weekends as a part of their regularly scheduled shifts, with the exception of those employees working 32 hours per weekend for 40 hours pay.
- 10.15 <u>Certification Pay</u>. Employees who have obtained one or more employer-approved national or Washington State recognized certification(s) in the practice area of their primary work assignment will receive, in addition to the employee's base rate of pay, certification pay of one dollar (\$1.00) per hour for each of up to two such certifications. This certification pay will not increase if the employee obtains more than two approved certifications.
- 10.15.1 To receive certification pay, the certification must be effective and maintained in good standing by the employee. To receive certification pay, employees must notify their manager in writing at the time certification is received and must provide a copy of the original certification document to their manager. Proof of an effective and maintained certification may be required by the Employer at any time.
- 10.15.2 Certification pay will not be paid for certification(s) that are required for an employee's position.
 - 10.15.3 The Employer shall publish the list of approved certifications.

ARTICLE 11: HOLIDAYS

11.1 Regular full-time employees shall be granted the following nine (9) holidays with regular pay:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Eve

Two (2) Floating Holidays

Christmas Day

A regular part-time employee will be eligible for prorated holiday pay based on the employee's FTE.

11.2 Holiday Compensation.

- 11.2.1 Holiday compensation for employees who work ten (10) or twelve (12) hour shifts under Section 9.1 shall be as described in Appendix D and E for Ten and Twelve hour shifts.
- 11.2.2 Pay for Worked Holidays. Regular employees required to work a majority of their shift hours on a holiday shall be paid at the premium rate of one and one-half (1-1/2) times the regular rate of pay for hours worked on that shift, up to their normal shift length, and at the premium rate of two (2) times the regular rate of pay for any hours worked on that shift in excess of their normal shift length. In addition to the premium pay, full-time regular employees who work

on a holiday 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. Holiday pay for part-time employees will be prorated based on FTE.

- 11.2.3 <u>Holiday Pay</u>. A full-time regular employee who does not work on any of the employer-observed holidays 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, up to nine (9) hours, for such holiday. Holiday pay for part-time employees will be prorated based on FTE.
- 11.2.4 <u>Holiday Compensation for Employees Working A Combination of Shift Lengths</u>. For regular employees who are regularly scheduled to work a combination of ten (10) or twelve (12) hour shifts with shifts of other lengths, the employee's ten (10) or twelve (12) hour shifts will receive holiday compensation as described in Appendix D and E for Ten and Twelve hour shifts, and the employee's shifts of other lengths will receive holiday compensation as described in this section.
- 11.3 The Employer will schedule days off without pay mutually agreeable to the employee and the Employer in lieu of holidays.
- 11.4 If a holiday occurs during a scheduled and paid vacation, it will not be charged as a vacation day.
- 11.5 Employees shall not be eligible for floating holidays until they have completed six (6) months of employment. Employees eligible for floating holidays must notify their department head or designee at least thirty (30) days in advance of the date requested to take the floating holiday, except where schedules are posted for longer than a month, in which case the employee must notify the department head or designee in relation to the posted schedule, for example, ninety (90) days in advance on a ninety (90) day schedule. Upon such notification, the department head or designee shall schedule the floating holiday, unless this would interfere with normal operations of the department. The advance notice requirements shall not preclude a department head from agreeing with an employee to get a floating holiday at another time.
 - 11.6 Holiday work shall be rotated by the Employer to the extent possible.

ARTICLE 12: VACATIONS

- 12.1 The vacation year shall begin with the date of hire for the purpose of applying vacation policies. Although the normal vacation session is April through September, vacations may be taken at any time during the vacation year mutually agreeable to the Employer and the employee. Employees are encouraged to take not less than five (5) days of vacation at any one time.
- 12.2 Vacations shall be scheduled by the Employer in such a way as will least interfere with the function and work load of a particular department.

A regular employee is entitled to request earned vacation after completing six (6) calendar months of work. Terminal vacation pay is authorized providing at least 1,040 hours have been worked and required notice of resignation has been given.

An employee is entitled to vacation after completing 1,040 hours of work. Terminal vacation pay is authorized providing at least 1,040 hours have been worked and required conditions of severance have been complied with.

12.3 Regular full-time employees shall be entitled to annual vacation benefits in accordance with the following schedule based on compensable hours exclusive of overtime premium and on-call and standby pay:

Years of	Vacation	<u>Hours</u>	Working
Employment	Earned	<u>(2080</u>	<u>Days (8</u>
	Per Hour	<u>paid</u>	hour shift)
		hours)	
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.

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

- 12.3.1 Submitting vacation requests and granting vacations may be in writing to the employee's supervisor or may be conducted through an electronic system specified by the Employer. Departments may also post a seniority roster and a vacation request calendar. The purpose of this calendar is to provide employees with the opportunity to view vacation requests of other more senior employees. In addition to submitting request(s) for vacation, it is also the responsibility of the employee to place the request(s) they submit on the calendar. This calendar is not, however, the approval process. Employees will receive written notification of approved vacation.
- 12.4 For the purpose of vacation accrual, regular part-time employees shall be entitled to vacation benefits as outlined in Section 12.3 on a pro rata basis based on hours worked. The Employer, at its discretion, may allow earned vacation to the extent accrued on an annual basis.

- 12.5 <u>Vacation Scheduling</u>. The Employer retains the right to schedule vacations in such a way as will least interfere with operations. Vacation requests for time during the holiday period, December 15 through December 31, shall be assigned on a rotational basis within each department. In the event of conflicting requests by employees for vacation time, seniority by department shall prevail. Seniority shall not, however, affect approved vacations.
- 12.5.1 There shall be no limit on the number of weeks of vacation an employee may take at any time, if eligible and subject to scheduling requirements. If, however, the employee takes vacation for more than two (2) calendar weeks or takes more than ten (10) vacation days at any time during the period June 15 through September 1, then the employee will be placed at the bottom of the seniority list for vacation selection within this period for the following two (2) calendar years.
- 12.5.2 Between January 1 and January 31 of each year, employees shall request vacation time for the period April 1 through the last day of March of the following year. Employees who give such notice will be notified of their vacation dates for these periods by the department head or designee by March 1. Vacation requests that are submitted after January 31 shall be granted based on the date submitted and employees submitting such requests will be notified by the department head or designee within thirty (30) days of submitting the request.
- 12.6 All employees are encouraged to and may be scheduled to take vacation time off for at least ½ of the accrued vacation earned on a yearly basis. In the event an 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 employees may sell back to the Employer accrued vacation in excess of one half (½) of the hours actually accrued each year. Payment shall be at the employee's regular rate of pay.

ARTICLE 13: RETIREMENT PLAN PROGRAM

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 contribution changes and will, upon request by the Union within ten days of notification, bargain over the effects with the Union over the proposed contribution level changes.

ARTICLE 14: HEALTH AND WELFARE

14.1 <u>Eligibility</u>. Participation in medical, dental and any other insurance benefit shall be subject to the specific plan eligibility requirements.

14.2 Healthcare Plan.

14.2.1 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.

14.2.2 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 Program design and incentive however must provide the Union with notice of any proposed deletion of the Wellness Incentive Program and will, upon request by the Union within ten days of notification, bargain with the Union over the effects of the proposed deletion of the Program.

- 14.2.3 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 days of notification, bargain with the Union over the effects of the proposed employee premium increases.
- 14.3 <u>Dental Plan</u>. 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.
- 14.3.1 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.
- 14.4 <u>Life Insurance</u>. 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

- 14.5 <u>Worker's Compensation</u>. All employees shall be covered under Washington Worker's Industrial Accident Compensation or equal coverage.
- 14.6 <u>Liability Insurance</u>. 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.

ARTICLE 15: SICK LEAVE

15.1 Regular full-time, regular part-time, and per diem employees shall earn sick leave credits at the combined rate of .03654 hours for each hour compensated, exclusive of overtime premium and on-call and standby pay. Compensable hours for this accrual will include call back hours worked. There will be no limit as to maximum accumulation except as set forth in Sections 15.2.2 and 15.3(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.

15.2 Sick Leave.

- 15.2.1 <u>Vested Sick Leave</u>. 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 use of sick leave. Abuse of sick leave may be grounds for discharge.
- 15.2.2 <u>Catastrophic Sick Leave</u>. 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.
- 15.2.2.1 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.
- 15.3 An eligible employee shall have the option of designating on a form furnished by the Employer, by a date to be designated each year, one of the following options to be applied to accumulated unused, vested sick leave hours that exceed 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.
- 15.4 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.
- 15.5 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 16: LEAVE OF ABSENCE

16.1 Requested Leaves.

- 16.1.1 All leaves are to be requested from the Employer in writing at least sixty (60) days in advance of the leave whenever possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the department head or designee. 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.
- 16.1.2 Unless required by law, a leave of absence will be granted at the discretion of the head of the department or designee.
- 16.2 <u>Leaves with Pay</u>. A leave with pay shall not alter an employee's anniversary date of employment or otherwise affect the employee's benefit or wage status with the Employer.

16.3 Return from Leave.

- 16.3.1 Within a rolling twelve (12) month period 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 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.
- 16.3.2 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 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.
 - 16.4 Granting Leaves. Leaves may be granted for the following reasons.
- 16.4.1 <u>Personal Leave</u>. Granted up to ninety (90) days. The request must be in writing.
- 16.4.2 <u>Health Leave</u>. Shall be granted up to six (6) consecutive months annually. The Employer may request certification of the period of disability from employee's physician.
- 16.4.3 <u>Pregnancy Disability</u>. Upon completion of the employee's probationary period, a leave of absence shall be granted for pregnancy disability 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 16.3.1 and 16.3.2.
- 16.4.4 <u>Family Leave</u>. 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 16.3.1 and 16.3.2.

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 20 in accordance with the Family Leave Law.

The Employer will provide FMLA leave according to Federal requirements.

- 16.4.5 <u>Child Care Leave</u>. 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 16.4.4 (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.
- 16.4.6 <u>Worker's Compensation Leave</u>. 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.
- 16.4.7 <u>Military Service</u>. 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.
- 16.4.8 Advanced Study Leave. Granted up to one (1) year. An employee must have worked at least 2,080 hours to qualify.
- 16.4.9 Educational Leave. After one (1) year of continuous service, an employee shall be allowed up to a maximum of one thousand dollars (\$1,000.00) a year for full-time employees and a pro-rated amount for part-time employees based upon their budgeted FTE status for approved educational expenses (may include both tuition and lost time reimbursement). For

purposes of this Section, a .9 FTE will be considered as a full-time employee. Such leave is subject to scheduling requirements of the department and approval of the department head that the subject matter to be studied is related to your profession. An employee may appeal to the next level of supervision if request for such leave is denied by the department head. Employer will make every effort for reimbursement within 45 days of the employee submitting receipts.

16.4.10 <u>Jury Duty/Witness Pay</u>. 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 their scheduled shift hours on work days they miss spent on jury duty or when serving as a witness on behalf of the Employer.

16.4.11 Bereavement Leave. Regular full-time and part-time employees may request up to a maximum of three (3) consecutive scheduled work days off with pay for actual regular work hours lost up to thirty-six (36) hours, by reason of death in the employee's immediate family. The term "immediate family" includes husband, wife, domestic partner, mother, father, son, daughter, sister or brother, mother-in-law, father-in-law, son or daughter-in-law, grandparents, grandchildren, stepparents or stepchildren. Additional unpaid leave may be used, specifically if travel is involved, bringing the total paid and unpaid leave not to exceed five (5) consecutive days of absence. The employee may request additional time off which may be taken as unpaid time, or vacation or holiday time coming, to the extent of the employee's accrual. The time requested for bereavement leave must be within ten (10) calendar days of the death of a family member, or the funeral of a family member. The Employer may extend the time frames for the use of bereavement leave when appropriate, based on unusual circumstances relating to the death of the employee's family member. The 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.

Washington Paid Family & Medical Leave. The Washington Paid 16.4.12 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.

- 16.5 Other Employment During Leaves. Employees on an approved leave of absence may not receive money or its equivalent from employment elsewhere or from self-employment. This rule does not apply to employees on an approved education leave of absence.
- 16.6 <u>Vacation Pay During Leaves</u>. 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.
- 16.7 <u>Sick Leave and Holiday Pay During Leaves</u>. Sick leave and holidays shall not accrue nor be paid during an unpaid leave of absence.
- 16.8 <u>Benefits During Leaves</u>. The Employer will extend COBRA rights to employees on an approved leave of absence.
- 16.9 <u>Employer Travel</u>. If an employee is required by the Employer to travel in order to conduct Employer business or to attend conferences, seminars, workshops, etc., the employee will be reimbursed for all necessary and reasonable expenses. Travel must be authorized in advance by the department head and approved by the Administrator. Mileage is not paid inside the Puget Sound area.

ARTICLE 17: EVALUATIONS

- 17.1 The Employer shall maintain an evaluation system which provides for employee evaluations on a probationary, special and annual basis. Such a system shall allow for maximizing goal congruency between management and employees and shall reflect the reasonable expectations of management. 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.
- 17.2 No evaluation results shall be entered into an employee's personnel file unless the employee has read it, commented on it and has had an opportunity to sign the evaluation.
- 17.3 Upon request, an employee shall be allowed to review the employee's entire personnel record.

ARTICLE 18: PERSONNEL POLICIES

18.1 All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

ARTICLE 19: CONFERENCE COMMITTEE

A Conference Committee consisting of three (3) persons appointed by the Employer and three (3) persons selected by the members of the unit shall be established for the purpose of considering suggestions for improvements in quality of patient care, employee relations, or any other matter of mutual concern to the employees and the Employer. The Conference Committee shall establish a mutually agreeable meeting schedule, not to exceed one (1) one-hour meeting per month. Committee members shall suffer no loss of pay if they attend Conference Committee meetings with Employer representatives while on duty status. The Conference Committee's role is an advisory, rather than a decision-making one. Each committee member shall be given release time or be compensated at their regular rate of pay for time spent at committee meetings.

ARTICLE 20: GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "grievance" means a dispute between the Employer and the Union and/or employee concerning an alleged breach or violation of the terms and conditions of this Agreement. A probationary employee shall not be entitled to utilize this grievance procedure for corrective actions taken by the Employer during the probationary period. 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 written consent of the parties hereto.

- STEP 1: Employee and Immediate Supervisor. The employee (and unit representative if requested by the employee) shall first attempt to resolve the problem immediately with the employee's immediate supervisor and in no event later than fourteen (14) calendar days of the employee's knowledge that a grievance exists. The immediate supervisor shall be given fourteen (14) calendar days to resolve the problem. In cases of discharge, the Union representative may be present.
- Employee, Department Head or Designee, VP of Human Resources/Designee and Union Business Representative. If the matter is not resolved to the employee's satisfaction at Step 1, the employee and/or the Union business representative shall reduce the grievance to writing and shall present same to department head within fourteen (14) 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 unit representative or Union business representative, if requested by the employee), department head and VP of Human Resources/designee shall be held within fourteen (14) calendar days of submission under this Step 2. The department head shall issue a written reply within fourteen (14) calendar days following this conference.

Administrator or Designee and Union Representative. If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance may, within fourteen (14) days after receipt of the answer in Step 2, be referred in writing to the VP of Human Resources/designee (and/or designated representative) by the employee (and authorized representative) who shall meet within fourteen (14) calendar days thereafter for the purpose of resolving the grievance.

Optional Grievance Mediation: After the Step 3 response, VMC and the Union may mutually agree in writing to submit any unresolved grievance to mediation. The fees of the mediator and any costs for a mediation room will be borne equally by both parties. At any time during the mediation process either party, through written notice to the other, can terminate the mediation process. If the mediation is terminated the Union has fourteen (14) calendar days to refer the matter to Arbitration from date of termination of the mediation.

STEP 4: Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and is the grievant and the Union have complied with the specific procedures, requirements, and 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) working days following the date of issuance of the written reply in Step 3 by the Administrator. 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 render a decision as promptly as possible and in any event within forty-five (45) working days from the date of case presentation. The arbitrator shall be confined to the issue 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 provisions 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.

ARTICLE 21: 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 other work stoppage of any nature whatsoever. In

the event of any 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.

ARTICLE 22: GENERAL PROVISIONS

- 22.1 <u>Successor Employers</u>. 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.
- 22.2 <u>Separability</u>. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- 22.3 <u>Superseded Agreement</u>. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement.
- 22.4 <u>Limited Amendment</u>. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to, discussed or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 23: TERM OF AGREEMENT

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.

IN WITNESS WHEREOF, the, parties hereto have executed this Agreement as of this 14th day of October , 2022.

VALLEY MEDICAL CENTER

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

BY:

Jeannine E. Grinnel

 $\mathbf{p}\mathbf{v}$

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

APPENDIX A

EFFECTIVE FIRST PAY PERIOD FOLLOWING RATIFICATION

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Position	Base	Step	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step /	Step 14	Step 16	Step 18	Step 20	Step 22	Step 24	Step 26
Breast Imaging Technologist	36.49	37.61	38.73	39.89	41.06	42.30	43.38	44.68	46.02	47.39	48.80	50.04	51.52	53.08	54.67	56.03	58.28	60.04	61.24
CT Technologist	38.26	39.39	40.58	41.80	43.05	44.35	45.45	46.83	48.23	49.67	51.15	52.43	54.01	55,62	57.28	58.73	61.08	62.92	64.17
CT Technologist - Certified	39.13	40.29	41.51	42.75	44.03	45.36	46.49	47.89	49.33	50.80	52.31	53.63	55.24	56.89	58.59	60.07	62.47	64.36	65.63
Electroneurodiagnostic Technologist I	28.99	29.86	30,77	31.69	32.64	33.60	34.47	35.50	36.56	37.66	38.80	39.76	40.95	42.18	43.44	44.54	46.30	47.68	48.65
Electroneurodiagnostic Technologist II	34.00	35.04	36.07	37.15	38.27	39.41	40.39	41.62	42.86	44.15	45.47	46.60	48.01	49.46	50.93	52.20	54.29	55.93	57.05
Electroneurodiagnostic Technologist III	39.56	40.81	41.98	43.26	44.54	45.88	47.03	48.44	49.90	51.40	52.93	54.27	55.89	57.58	59.29	60.77	63.21	65.12	66.43
EP Technologist	46.47	47.67	48.93	50.23	51.56	52.93	54.09	55.52	57.01	58.28	59.55	59.88	60.54	62.25	64.03	65.52	68.03	69.95	71.32
Interventional Radiology Technologist I	39.89	41.08	42.30	43.58	44.89	46.24	47.39	48,81	50,26	51.78	53,35	54.65	56.32	58.00	59.74	61.23	63.69	65.59	66.90
Interventional Radiology Technologist II	43.01	44.20	45.42	46.70	48.01	49.36	50,49	51.92	53.37	54.89	56.46	57.74	59.41	61.09	62.84	64.30	66,76	68.64	69.98
Mammography Technologist- ARRT	34.13	35.14	36.21	37.28	38.40	39.55	40.55	41.76	43.00	44.31	45.63	46.79	48.19	49.62	51.11	52.38	54.50	56.11	57.24
Med Lab Technician	27.96	29.68	30.58	31.49	32.43	33.41	34.27	35.29	36.35	37.44	38.56	39,53	40.70	41.91	43.18	44.25	45.95	47.32	48.25
Med Lab Technician - Reg Elig	25.20	26.86	27.71	28.60	29.49	30.41	31.23	32.21	33.21	34.25	35.31	36.25	37.37	38.53	39.74	40.78	42.35	43.67	44.54
Med Technologist	33.97	35.01	36.05	37.12	38.22	39,38	40.37	41.58	42.84	44.12	45.43	46.57	47.96	49.40	50.88	52.17	54.25	55.88	57.00
Med Technologist - Reg Elig	30.95	31.93	32.91	33.94	35.01	36.11	37.05	38.20	39,39	40.62	41.88	42.96	44.30	45.66	47.06	48.29	50,28	51.83	52.87
Medical Technologist Coord	37.39	38.50	39.64	40.85	42.07	43.34	44.41	45.75	47.11	48.54	49.99	51.23	52.78	54.35	56.00	57.38	59.70	61.78	63.02
MRI Technologist-ARRT	39.36	40.54	41.74	43.02	44.30	45.62	46.77	48.18	49.60	51.10	52.63	53.95	55.56	57.23	58.96	60.44	62.84	64.74	66.02
MRI Technologist-ARRT MR	40.64	41.86	43.11	44.40	45.74	47.11	48.31	49.73	51.23	52.77	54.35	55.71	57.39	59.11	60.89	62.41	64.90	66.84	68.18
Nuclear Medicine Technologist Coordinator	43.72	45.01	46.39	47.77	49.19	50.68	51.94	53,50	55.09	56.74	58.46	59.91	61.71	63.56	65.48	67.09	69.79	71.89	73.34
Nuclear Med Technologist- NMTCB	41.84	43.07	44.38	45.71	47.07	48.50	49.70	51.18	52.71	54.30	55.94	57.33	59.04	60.83	62.66	64.21	66.78	68.79	70.17
Nuclear Med Technologist-Reg Elig	38.32	39.48	40.66	41.88	43.12	44.41	45.55	46,91	48.31	49.77	51.24	52.54	54.09	55.74	57.40	58.83	61.19	63,04	64.30
PET Technologist	40.85	42.09	43.35	44.63	45.97	47.37	48.54	50.02	51.51	53.03	54.65	56.02	57.68	59.42	61,19	62.72	65.25	67.21	68.55
Polysomnographic Technologist I	31.37	32.30	33.28	34.27	35.30	36.37	37.27	38.39	39.54	40.72	41.95	43.00	44.29	45.63	46.99	48.16	50.09	51.60	52.63
Polysomnographic Technologist II	34.04	35.06	36.11	37.19	38.30	39.46	40.43	41.66	42.91	44.19	45.50	46.66	48.06	49.50	50.99	52.25	54.35	55,98	57.10
Pulmonary Function Technician	31.82	32.77	33.76	34.77	35.80	36.87	37.80	38,93	40.10	41.31	42.55	43,61	44.92	46.27	47.65	48.83	50.79	52.33	53.37
Radiologic Technologist-ARRT	34.59	35.63	36.71	37.81	38.93	40.10	41.11	42.34	43.61	44.93	46.27	47.43	48.85	50.31	51.82	53.11	55.26	56.90	58.04
Radiologic Technologist-Reg Elig	29.13	30.01	30.91	31.83	32.80	33.78	34.63	35.67	36.73	37.83	38.97	39.94	41.15	42.38	43.65	44.74	46.52	47.92	48.89
Respiratory Therapist I	28.69	29.56	30.43	31.35	32.29	33,24	34.09	35.10	36.18	37.24	38.37	39.32	40.50	41.72	42.98	44.03	45.81	47.17	48.11

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Respiratory Therapist II	32.58	33.55	34.57	35.60	36.66	37.75	38.71	39.85	41.06	42.30	43.56	44.65	45.99	47.37	48.79	50.00	52.01	53.58	54.64
Sonographer-ARDMS	40.24	41.43	42.67	43.96	45.28	46.63	47.80	49.23	50.72	52.24	53.81	55.14	56.80	58.49	60.25	61.77	64.24	66.15	67.49
Sonographer-Reg Elig	36.49	37.61	38.73	39.89	41.06	42.30	43.38	44.68	46.02	47.39	48.80	50.04	51.52	53.08	54.67	56.03	58.28	60.04	61.24
Surgical Technician Cert	27.89	28.72	29.58	30.47	31.38	32.33	33.13	34.13	35.16	36.21	37.29	38.22	39.37	40.55	41.76	42.80	44.52	45.86	46.77
Surgical Technician Non-Cert	26.45	27.24	28.05	28,90	29.75	30.65	31.42	32.37	33.32	34.33	35,35	36.25	37.34	38.45	39.59	40.59	42.21	43.48	44.35

APPENDIX B

REGARDING RESPIRATORY THERAPY

This agreement applies to respiratory therapy only.

Available extra shifts will be posted prior to scheduling them. Extra shifts in the Respiratory Therapy Department when prescheduled by the Employer will be assigned in the following sequence:

- 1. First among those part-time employees who sign up for the extra shifts on a straight-time basis. The shifts will be granted on a seniority rotation basis.
- 2. Second to other available employees including per diem employees on a straight-time basis on a seniority rotation basis.
- 3. Third on an overtime basis by a method which will seek to equalize overtime among the available employees and minimize overtime hours utilized.

Extra shifts which are not prescheduled but which arise on an urgent basis will be assigned first to employees available for a straight-time assignment and then to any available employee. Rest between shift waivers will not apply to these shifts.

Employees who have executed a quarterly waiver of overtime under Section 9.6, Rest Between Shifts, will be considered eligible for straight-time assignment under the provisions above for the shift(s) affected by the waiver. Such employees will not, however, be assigned more than two (2) doublebacks (sixteen (16) hours on, eight (8) hours off, and then a second shift) more than two (2) times a week, unless employees who have not executed such a waiver and who are available for the assignment have rejected the assignment.

The scheduling and assignment requirements of this supplemental agreement are not intended to and do not limit the Employer's right to utilized agency personnel for extra shifts. Waivers of the right to overtime under Section 9.6 - Rest Between Shifts, may be executed voluntarily by employees on a calendar quarterly basis with copies being sent to the Union.

APPENDIX C

DEPARTMENTS AND JOB GROUPS FOR REDUCTION IN FORCE

For the purposes of the application of a reduction in force in accordance with the provisions of Article 8: Seniority, 8.1 and 8.4 of the Collective Bargaining Agreement between the parties, the following are the agreed upon Departments, Job Groups within a Department and Job Classifications within a Job Group.

DEPARTMENT - LABORATORY

Job Group 1

Medical Technologist Coordinator Medical Technologist Medical Lab Technician

DEPARTMENT - IMAGING

Job Group 1

Sonographer – ARDMS Sonographer – Registry Eligible

Job Group 2

PET Technologist Nuclear Medicine Technologist ARRT(N)/NMTCB Nuclear Medicine Technologist Nuclear Medicine Technologist Coordinator Radiologic Technologist ARRT Radiologic Technologist Registry Eligible

Job Group 3

EP Technologist
Interventional Radiology Technologist II
Interventional Radiology Technologist I
Radiologic Technologist ARRT
Radiologic Technologist Registry Eligible

Job Group 4

CT Technologist CT Technologist - Certified Radiologic Technologist ARRT Radiologic Technologist Registry Eligible

Job Group 5

MRI Technologist Radiologic Technologist ARRT

Radiologic Technologist Registry Eligible

Job Group 6

Breast Imaging Technologist Mammography Technologist ARRT Radiologic Technologist ARRT Radiologic Technologist Registry Eligible

DEPARTMENT - SLEEP CENTER

Job Group 1

Polysomnographic Technologist II Polysomnographic Technologist I

DEPARTMENT - EEG

Job Group 1

Electroneurodiagnostic Technologist III Electroneurodiagnostic Technologist II Electroneurodiagnostic Technologist I

DEPARTMENT - RESPIRATORY

Job Group 1

Respiratory Therapist II Respiratory Therapist I Pulmonary Function Technician

DEPARTMENT – SURGERY AND BIRTH CENTER

Job Group 1

Certified Surgical Technologist Surgical Technologist (Non-Certified)

APPENDIX D

TEN HOUR SHIFTS

- 1. These terms apply to employees scheduled to work a ten hour shift (this Appendix does not apply to employees working shifts of other lengths who work a combined 10 hours).
- 2. Work day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10½) hours to include one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid rest breaks.
- 3. Work Period Overtime Pay. Employees who work in excess of ten (10) hours in any workday or in excess of (40) hours during a seven (7) day work week period will be paid for the excess work hours at the rate of one and one-half (1½) times their regular pay rate. If an employee works more than three (3) hours beyond the end of a ten (10) hour shift, all overtime hours after completion of the 12th hour will be paid at the rate of two (2) times the regular rate of pay.

4. Holiday Pay.

- 4.1 <u>Holiday Pay on Unscheduled Days</u>. When a holiday falls on a day that a full-time ten (10) hour shift employee is not regularly scheduled to work and the employee does not work on that day, the employee shall receive eight (8) hours holiday pay at the employee's straight time rate of pay.
- 4.2. <u>Holiday Pay on Scheduled Work Days</u>. When a holiday falls on a day that a full-time ten (10) hour shift employee is regularly scheduled to work and the employee does not work the ten hour shift, the employee shall receive ten (10) hours holiday pay at the employee's straight time rate of pay.
- 4.3. <u>Holiday Pay for Floating Holidays</u>. Full-time ten (10) hour shift employees shall receive eight (8) hours holiday pay at the employee's straight time rate of pay for floating holidays whenever such floating holidays are scheduled.
- 4.4 For the purposes of holiday pay under this section a .9 FTE will be considered as a full-time employee. Holiday pay for part-time employees will be prorated based on FTE.

5. Pay for Worked Holidays.

- 5.1 Ten (10) hour shift employees who work on a holiday will be paid one and one-half (1-1/2) times the regular rate of pay for up to ten (10) hours; two (2) times the regular rate of pay for any hours worked on the holiday in excess of ten (10) hours; and ten (10) hours holiday pay at the employee's straight time rate of pay.
- 5.2 For ten (10) hour shift employees who work a shift in which some hours fall on the designated calendar date for a holiday and some hours fall on an adjacent non-holiday day, pay for worked holidays under this section shall be given for those hours that are actually worked between

11pm the night preceding the designated calendar date for the holiday and 11pm on the designated calendar date for the holiday.

APPENDIX E

TWELVE HOUR SHIFTS

- 1. These terms apply to employees scheduled to work a twelve hour shift (this Appendix does not apply to employees working shifts of other lengths who work a combined 12 hours).
- 2. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12½) hours to include one (1) thirty (30) minute unpaid meal period and three (3) fifteen (15) minute paid rest breaks.
- 3. Work Period Overtime Pay. Employees who work in excess of twelve (12) hours in any workday or in excess of (40) hours during a seven (7) day work week period will be paid for the excess work hours at the rate of one and one-half (1½) times their regular pay rate. If an employee works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours after completion of the 12th hour will be paid at the rate of two (2) times the regular rate of pay.

4. Holiday Pay.

- 4.1 <u>Holiday Pay on Unscheduled Days</u>. When a holiday falls on a day that a full-time twelve (12) hour shift employee is not regularly scheduled to work and the employee does not work on that day, the employee shall receive eight (8) hours holiday pay at the employee's straight time rate of pay.
- 4.2. <u>Holiday Pay on Scheduled Work Days</u>. When a holiday falls on a day that a full-time twelve (12) hour shift employee is regularly scheduled to work and the employee does not work the twelve (12) hour shift, the employee shall receive twelve (12) hours holiday pay at the employee's straight time rate of pay.
- 4.3. <u>Holiday Pay for Floating Holidays</u>. Full-time twelve (12) hour shift employees shall receive eight (8) hours holiday pay at the employee's straight time rate of pay for floating holidays whenever such floating holidays are scheduled.
- 4.4 For the purposes of holiday pay under this section a .9 FTE will be considered as a full-time employee. Holiday pay for part-time employees will be prorated based on FTE.

5. Pay for Worked Holidays.

- 5.1 Twelve (12) hour shift employees who work on a holiday will be paid one and one-half (1-1/2) times the regular rate of pay for up to twelve (12) hours; two (2) times the regular rate of pay for any hours worked on the holiday in excess of twelve (12) hours; and twelve (12) hours holiday pay at the employee's straight time rate of pay.
- 5.2 For twelve (12) hour shift employees who work a shift in which some hours fall on the designated calendar date for a holiday and some hours fall on an adjacent non-holiday day, pay for worked holidays under this section shall be given for those hours that are actually worked between

11pm the night preceding the designated calendar date for the holiday and 11pm on the designated calendar date for the holiday.

MEMORANDUM OF UNDERSTANDING ONE

Union Leave For Collective Bargaining Negotiations

The Parties agree that during negotiations for a successor agreement, VMC will provide paid release time for up to eight bargaining unit members to attend a maximum of four scheduled joint negotiation sessions provided such leave time does not conflict with staffing and/or patient care or services needs as solely determined by VMC. Paid release time will be for regular straight-time hours at the employee's base rate of pay.

VALLEY MEDICAL CENTER

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

Katina Maier

Chief People & Experience Officer

BY:_

10/14/2022

Jane Hopkins, RN

President, SEIU Healthcare 1199NW, as appointed bargaining agent for

MEMORANDUM OF UNDERSTANDING TWO

Work Location, Scheduling, and Call

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

- 1. Except as specifically set forth in this MOU, the Employer may assign employees covered by the parties' Collective Bargaining Agreement (the "Agreement") to work in any Employer work location, whether inpatient, outpatient or clinic and whether assigning the location of regularly scheduled shifts, on-call shifts, and/or a change of work location during a shift. This MOU does not supersede provisions of the Agreement pertaining to scheduling, including Section 9.8 and Section 10.3, but no provision of the Agreement shall be construed to restrict the Employer's ability to assign the location of work, except those specifically set forth in this MOU.
- 2. Employees whose most recent date of hire was on or before May 24, 2017 and who are in the imaging modalities X-Ray, CT, MRI, and Nuclear Medicine/PET were assigned a primary work location as part of former Memorandum of Understanding Three to the parties' 2017-2020 collective bargaining agreement. For the term of the Agreement, those employees will be assigned by the Employer to their primary work location on regular work schedules (not including on-call schedules) created by the Employer. Those employees may, however, be scheduled to work shifts in a secondary work location to cover absences that cannot be adequately covered through regular work scheduling or by requesting volunteers. The Employer will make a good faith effort not to cover planned absences with employees whose primary location is elsewhere. During regularly scheduled shifts, the Employer may assign those employees to work in a secondary location to meet patient care needs after first requesting volunteers. The Employer may assign those employees on call schedules in primary or secondary work locations in accordance with Section 10.3. The Employer will continue to evaluate the need for orientation to new work locations and, where needed, to provide such orientation. Employees may address a specific request for orientation to their immediate supervisor.
- 3. In the event an employee working in a secondary work location under this MOU is subject to low census, the employee will be given the option of returning to the employee's primary work location (if low census is subsequently required in the employee's primary work location the normal low census order and rotation under Section 8.6 of the Agreement will apply).
- 4. Employees in the Ultrasound imaging modality (excluding Maternal Fetal Medicine, Breast Center, and Valley Women's Health Clinic) will not be required to work or take call in a location other than the location to which the employee is primarily scheduled except to meet an emergent patient care need after first requesting volunteers. For example, a Sonographer primarily assigned to work at an outpatient location in the Medical Arts Center, Olympic Building, or similar location would not be assigned to work or take call in the Hospital or a clinic absent the emergency circumstance exception in this Paragraph. Employees in the Ultrasound imaging modality who work in Maternal Fetal Medicine,

Breast Center, and Valley Women's Health Clinic may be assigned to those work locations, but not to others absent the emergency circumstance exception in this Paragraph.

BY:

VALLEY MEDICAL CENTER

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

Katina Maier

Chief People & Experience Officer

WORKERS UNION, LOCAL 21

10/14/2022

Jane Hopkins, RN

President, SEIU Healthcare 1199NW, as appointed bargaining agent for

MEMORANDUM OF UNDERSTANDING THREE

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 agree 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

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

Katina Maier

Chief People & Experience Officer

BY:

10/14/2022

Jane Hopkins, RN President, SEIU Healthcare 1199NW, as appointed bargaining agent for

MEMORANDUM OF UNDERSTANDING FOUR

Call Staffing Taskforce

Within ninety (90) days of ratification, the parties will establish a Call Staffing Taskforce of the Conference Committee. This Taskforce will be comprised of up to four (4) Union-appointed employees who regularly participate in mandatory call rotation, one of whom will be a co-Chair of the Taskforce, and up to four (4) Employer representatives, one of whom will be a co-Chair of the Taskforce. The Taskforce members appointed by the Union and the Employer do not need to be Conference Committee members. Taskforce members shall suffer no loss of pay for attending Taskforce meetings while on duty status.

Under the direction of its co-Chairs, the Taskforce may develop a charter, discuss and develop criteria to evaluate the effectiveness of call staffing, and review data concerning call staffing, mandatory call assignment, and call-ins. The Taskforce will not review the use of call to meet provider orders or patient care needs or evaluate the appropriateness of specific uses of call. The Taskforce may participate in developing or recommending a reporting tool to track mandatory on call and call-in utilization. The Taskforce may also make recommendations concerning call staffing and incentives to respond to urgent staffing needs. The Taskforce's role is an advisory, rather than a decision-making one. Minutes of Taskforce meetings will be kept, and the Taskforce will periodically report on its activities to the Conference Committee.

This Taskforce will meet quarterly at dates and times determined by its co-Chairs between ratification and December 31, 2023. The Parties' Conference Committee will not meet in months in which the Taskforce meets, unless otherwise agreed by the Parties. The Taskforce will not continue after December 31, 2023 unless otherwise agreed by the Parties. Ongoing consideration of issues related to call staffing may be assumed by the Conference Committee and the Taskforce may recommend specific ongoing activities to the Conference Committee. It is anticipated that the Conference Committee will continue to review mandatory on call and call-in data and that call staffing will remain a subject of discussion in Conference Committee.

BY:

VALLEY MEDICAL CENTER

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

Katina Maier

Chief People & Experience Officer

Jane Hopkins, RN

President, SEIU Healthcare 1199NW, as appointed bargaining agent for

10/14/2022

MEMORANDUM OF UNDERSTANDING FIVE

2023 Wage Reopener & Step Adjustment

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 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.

The Parties also agree that effective the first full pay period following July 1, 2023, the Appendix A wage rates of all job classifications identified in Appendix A will be adjusted as follows:

- Base step through and including Step 10 will be increased by two percent (2.0%) (a)
- (b) Step 12 through and including Step 20 will be increased by one percent (1.0%)

These base wage rate adjustments are independent of any agreed base wage rate increases that are negotiated by the Parties through a wage reopener under this MOU. In the wage reopener, neither Party will make a proposal to reduce the base wage rate adjustments in (a) and (b), above. In the wage reopener, the Employer will propose wage increases that, when combined with the base wage rate adjustments in (a) and (b) above, will ensure that no step on any job classification pay scale will receive no wage increase.

VALLEY MEDICAL CENTER

UNITED FOOD AND COMMERCIAL **WORKERS UNION, LOCAL 21**

BY:

Katina Maier

Chief People & Experience Officer

BY:

Jane Hopkins, RN

President, SEIU Healthcare 1199NW, as appointed bargaining agent for

10/14/2022

MEMORANDUM OF UNDERSTANDING SIX

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 employees 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), less legal taxes and withholdings. All per diem employees who are members of this bargaining unit and are employed on the date of ratification shall be eligible for a one-time payment of two hundred-fifty dollars (\$250), less legal taxes and withholdings.

VALLEY MEDICAL CENTER

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

Katina Maier

Chief People & Experience Officer

BY:

10/14/2022

Jane Hopkins, RN

President, SEIU Healthcare 1199NW, as appointed bargaining agent for UFCW Local 21