

**Agreement between  
SEIU HEALTHCARE 1199NW & PEACEHEALTH ST  
JOSEPH MEDICAL CENTER**

**PEACEHEALTH ST JOSEPH MEDICAL CENTER  
LABORATORY SERVICES**

**2022-2024 Contract**

**Lab Assistant and Technologist**



**SEIU**Healthcare®  
United for Quality Care

# **AGREEMENT**

**Between**

**PEACEHEALTH ST JOSEPH MEDICAL CENTER  
LABORATORY SERVICES**

**And**

**SEIU Healthcare 1199NW  
(Lab Assistant and Technologist)**

**September 6, 2022 – November 15, 2024**

PeaceHealth St Joseph Medical Center Laboratory Services/SEIU Healthcare 1199 NW – Lab Assistant and Technologist

# Table of Contents

ARTICLE 1 RECOGNITION AND MEMBERSHIP .....	1
1.1 Bargaining Unit.....	1
ARTICLE 2 MANAGEMENT RIGHTS .....	1
ARTICLE 3 UNION MEMBERSHIP .....	2
3.1 Union Membership .....	2
3.2 Bargaining Unit Roster .....	3
3.3 Voluntary Political Action Fund Deduction .....	3
3.4 Dues Deduction.....	4
3.5 Nondiscrimination.....	4
ARTICLE 4 UNION REPRESENTATIVES .....	4
4.1 Access to Premises.....	4
4.2 Unit Representatives .....	5
4.3 Bulletin Boards .....	5
4.4 Meeting Rooms .....	5
4.5 New Employee Orientation.....	5
4.6 Printing of Agreement.....	6
4.7 Negotiating Team.....	6
4.8 Union Officers .....	6
4.9 Union Sponsored Training Day. ....	6
ARTICLE 5 DEFINITIONS.....	6
5.1 Full-time Employee .....	6
5.2 Part-time Employee .....	7
5.3 Temporary Employee.....	7
5.4 Per Diem Employee .....	7
5.5 Introductory Period .....	7
5.6 Preceptor .....	8
5.7 Regular Rate of Pay. ....	8
ARTICLE 6 SENIORITY, LOW CENSUS AND LAYOFFS.....	8
6.1 Definition .....	8
6.2 Layoff.....	9
6.3 Recall .....	10
6.4 Termination.....	11
6.5 Severance Option .....	11
6.6 Low Workload Days .....	11
6.7 Restructure .....	12
6.8 Sale, Merger or Transfer .....	13
ARTICLE 7 EMPLOYMENT PRACTICES .....	13

## TABLE OF CONTENTS

	<u>Page</u>
7.1 Equal Opportunity.....	13
7.2 Notice of Termination.....	13
7.3 Discipline or Discharge.....	14
7.4 Written Discipline.....	14
7.5 Recruitment and Selection .....	14
7.6 Evaluations.....	15
7.7 Personnel File.....	15
7.8 Travel .....	16
7.9 Subcontracting .....	16
7.10 Lactation. ....	16
ARTICLE 8 HOURS OF WORK AND OVERTIME .....	17
8.1 Work Period and Work Day .....	17
8.2 Alternate Length Shifts .....	17
8.3 Definition of Overtime.....	17
8.4 Overtime Computation.....	17
8.5 Paid Time .....	18
8.6 Meal Periods and Rest Breaks .....	18
8.7 Consecutive Weekends .....	18
8.8 Rest Between Shifts .....	18
8.9 Work Schedules. ....	19
8.10 Shift Rotation.....	20
8.11 Consecutive Work Days .....	20
8.12 Work in Advance of Shift.....	20
8.13 Report Pay.....	20
ARTICLE 9 COMPENSATION .....	20
9.1 Wage Rates .....	20
9.2 Longevity Steps .....	21
9.3 Wage Increases .....	22
9.4 Recognition for Previous Experience .....	22
9.5 Shift Differential. ....	22
9.6 On-Call (Stand By). ....	23
9.7 Lead.....	23
9.8 Preceptor .....	23
9.9 Promotions, Transfers and Step-downs. ....	24
9.10 New and Modified Positions.....	24
9.11 Temporary Assignments .....	24
9.12 Certification Pay .....	25
9.13 Red-Circling.....	25
ARTICLE 10 PAID TIME OFF .....	25
10.1 Purpose.....	25
PeaceHealth St Joseph Medical Center Laboratory Services/SEIU Healthcare 1199 NW – Lab Assistant and Technologist	
Page ii	

## TABLE OF CONTENTS

	<u>Page</u>
10.2 Accrual Rate.....	25
10.3 Eligibility .....	26
10.4 Payment.....	26
10.5 Maximum Limit.....	26
10.6 Holidays .....	26
10.7 PTO Cash-Out.....	26
10.8 Payment upon Termination.....	27
10.9 Donation of PTO.....	27
10.10 Extended Illness Bank.....	27
10.11 PTO Requests.....	27
10.12 Notice of PTO Requests.....	27
10.13 Approved PTO .....	28
ARTICLE 11 HEALTH AND SAFETY .....	28
ARTICLE 12 LEAVES OF ABSENCE .....	29
12.1 Leaves of Absence Without Pay .....	29
12.2 Leaves of Absence With Pay .....	31
12.3 Worker's Compensation .....	31
12.4 Union Leave.....	32
12.5 Paid Educational Leave.....	32
ARTICLE 13 MEDICAL AND RETIREMENT BENEFITS .....	32
13.1 Health Insurance Benefits .....	32
13.2 Retirement Benefits .....	33
13.3 Premium Reduction Program.....	33
13.4 Enhanced Chronic Condition Program .....	33
13.5 Insurance expenses incurred at PeaceHealth facilities.....	33
ARTICLE 14 GRIEVANCE PROCEDURE.....	34
14.1 Grievance Defined .....	34
14.2 Pre-Grievance Resolution .....	34
14.3 Grievance Procedure .....	35
14.4 Arbitrators Authority .....	36
ARTICLE 15 NO STRIKE – NO LOCKOUT .....	37
15.1 No Strike .....	37
15.2 Discharge .....	37
15.3 No Lockout .....	37
ARTICLE 16 GENERAL PROVISIONS .....	37
16.1 State and Federal Laws .....	37
16.2 Changes/Amendments .....	38

## TABLE OF CONTENTS

	<u>Page</u>
16.3 Past Practices .....	38
16.4 Complete Agreement .....	38
ARTICLE 17 COMMITTEES .....	38
17.1 Joint Labor Management Committee.....	38
17.2 Compensation .....	39
17.3 Safety Committee.....	39
ARTICLE 18 ORGANIZATIONAL DIVERSITY, EQUITY AND INCLUSION.....	39
18.1 Shared Purpose.....	39
18.2 Joint Project. ....	40
18.3 Data Sharing.....	40
18.4 Training.....	40
18.5 Joint Work.....	40
18.6 Commitment to No Retaliation. ....	40
ARTICLE 19 MULTI-EMPLOYER TRAINING FUND .....	41
19.1 Training and Education Fund.....	41
19.2 Contributions.....	41
19.3 Fund Trustees, Programs, Staff.....	41
19.4 Trust Agreement. ....	41
19.5 Availability of Onsite Rooms. ....	42
19.6 Fund Records and Collections. ....	42
19.7 Labor Management Committee. ....	42
19.8 Employee Contact Information.....	42
ARTICLE 20 TERM OF AGREEMENT .....	43
20.1 Duration and Renewal.....	43
ATTACHMENT A Lab Assistant and Technologist Unit Job Classifications .....	45
ATTACHMENT B Wage Rates .....	46
ATTACHMENT C Bulletin Boards .....	47
MEMORANDUM OF UNDERSTANDING #1 FTE Changes for Technologist Bargaining Units .....	48
MEMORANDUM OF UNDERSTANDING #2 Negotiating Team Pay .....	49
MEMORANDUM OF UNDERSTANDING #3 Variable Shifts.....	51
MEMORANDUM OF UNDERSTANDING #4 Regarding Paid Family and Medical Leave .....	52
PeaceHealth St Joseph Medical Center Laboratory Services/SEIU Healthcare 1199 NW – Lab Assistant and Technologist	Page iv

## TABLE OF CONTENTS

	<b><u>Page</u></b>
MEMORANDUM OF UNDERSTANDING #5 Regarding Washington State Long Term Services and Support Trust Act and Long-Term Care Coverage.....	53
MEMORANDUM OF UNDERSTANDING #6 Washington Paid Famil Medical Leave .....	54
MEMORANDUM OF UNDERSTANDING #7 Health Benefits Bargaining .....	55

## **AGREEMENT**

Between

**PeaceHealth St. Joseph Medical Center Laboratory Services**

and

**SEIU Healthcare 1199NW**

(Lab Assistant and Technologist)

This Agreement is made and entered into by and between PeaceHealth St. Joseph Medical Center Laboratory Services (hereinafter referred to as the “Employer” or “PeaceHealth St. Joseph Medical Center Laboratory Services”) and SEIU Healthcare 1199NW, (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, terms and conditions of employment.

### **ARTICLE 1**

#### **RECOGNITION AND MEMBERSHIP**

**1.1 Bargaining Unit.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, regular part-time, on-call and per diem Professional (referenced as Technologist) and Non-Professional (referenced as Lab Assistant) employees employed by PeaceHealth St. Joseph Medical Center Laboratory Services at its facilities existing in Whatcom County, excluding supervisors, guards, clerical employees, students and all other employees. All represented job classifications are included in Attachment A.

### **ARTICLE 2**

#### **MANAGEMENT RIGHTS**

**2.1** Subject to the express terms and conditions of this Agreement, the management of PeaceHealth St. Joseph Medical Center Laboratory Service and the direction of the work force is vested exclusively in the Employer. Such management and direction shall include the rights to

PeaceHealth St Joseph Medical Center Laboratory Services/SEIU Healthcare 1199 NW – Lab Assistant and Technologists



hire, classify, orient, train, assign, transfer, float, promote, suspend, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees; the right to relieve employees from duty because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to promulgate and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the Employer shall be operated and to change such methods or procedures or to use new equipment or facilities; the right to establish and change job assignments and work schedules and to determine the starting time for each shift; and the right to extend, limit or curtail its operations, including the right to utilize the services of registry/agency personnel.

**2.2** The Union recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

## **ARTICLE 3**

### **UNION MEMBERSHIP**

**3.1 Union Membership.** All employees will, within thirty-one (31) days after hire or the signing of this Agreement, whichever occurs later, become and remain members in good standing of the Union as a condition of employment. Membership in good standing shall be defined as the obligation to pay periodic dues and initiation fees, or upon request from an employee who wishes to pay an agency fee in lieu of membership in the Union, to pay that portion thereof which represents the Union's costs of representing employees. Newly hired employees will be made aware of this provision at the time of orientation. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

**3.1.1 Religious objection.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor

PeaceHealth St Joseph Medical Center Laboratory Services/SEIU Healthcare 1199 NW – Lab  
Assistant and Technologists

organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising his or her right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

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

**3.2 Bargaining Unit Roster.** Upon execution of this Agreement and monthly thereafter, the Employer shall supply to the Union electronically an alphabetical list of all employees covered by this Agreement. This list shall include the name, address, primary phone number, employee identification number, date of hire, shift, FTE, job classification, unit, hourly rate of pay and monthly gross earnings. In addition, the Employer each month will provide the Union electronically with a list of new hires in the-bargaining unit containing the same information and a list of all bargaining unit employees whose employment terminated or transferred during the previous month.

**3.3 Voluntary Political Action Fund Deduction.** During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of

liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

**3.4 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional dues amounts as specified by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted will be promptly transmitted to the Union by check payable to its order. The Employer will also provide a roster in Excel format including the employee name, employee ID number, the deduction amount and earnings for the period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

**3.5 Nondiscrimination.** The Employer shall not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, citizenship, political ideology, age, sex, marital status, sexual orientation, disability, union activity or other protected class, in accordance with applicable state and federal laws. In the event that the Americans with Disabilities Act (ADA) or any other law requiring accommodation of an employee conflicts with the provisions of this Agreement, such law shall control.

## **ARTICLE 4**

### **UNION REPRESENTATIVES**

**4.1 Access to Premises.** Duly authorized representatives of the Union shall be permitted at all reasonable times to access the Employer's premises for the purpose of investigating grievances arising out of the interpretation or application of this Agreement, upon prior notice to and approval of the Director of Human Resources or designee as to which department or areas he or she wishes

to visit, and confine his or her visits to such department or areas as agreed upon. Access as provided herein shall be conducted in a manner that will not interfere with the work of employees, compromise patient privacy, or violate state and/or federal regulations.

**4.2 Unit Representatives.** A list of Union officers, delegates, and alternate delegates from the bargaining unit, shall be provided to the Employer. Such Delegates shall be authorized to serve as representatives in the grievance procedure under the terms of this Agreement. Union Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority.

**4.2.1 Union Work.** Union work by Union representatives, delegates or other agents shall be conducted in appropriate locations (i.e. areas other than where work is performed) and shall not interfere with the Employer's business or the work of employees. Union work shall be on the employee's own time, except (1) when the Employer or an employee calls in a delegate during the delegate's working hours, to be present for an investigative or disciplinary meeting, where the employees have sought and obtained approval from their supervisor or (2) for time spent at the monthly Labor Management Committee meetings. After any such meetings employees will be allowed to return to work for the remainder of their shifts.

**4.3 Bulletin Boards.** A bulletin board in a prominent location shall be designated by the Employer for use of the local unit in the hospital. Members of the Union may also use bulletin boards in non-patient care areas as designated in Attachment C.

**4.4 Meeting Rooms.** The Union shall be granted use of designated premises of the Employer for meetings of the local unit, provided sufficient advance notice is provided to the Director of Human Resources or designee and space is available.

**4.5 New Employee Orientation.** The Employer will provide a Union representative with the opportunity, on non-scheduled time, to meet with new bargaining unit members for a 30 minute period during the new employee orientation process, as long as there is no negative impact on operational need. Non-scheduled time may, depending on operational need, include an employee's meal period. The Union will notify the Employer of the representative it has designated to meet

with the new bargaining unit members at least seven (7) days prior to the orientation date. The Employer will provide the Union with the schedule for new employee orientation, the schedule for the Union's 30 minute period during the orientation, and a list of all new hires to include their name, Department or Unit, phone number and an e-mail address, provided the employer has this information on file the Friday prior to the New Employee Orientation. All new hires within the bargaining unit, including transfer employees, will be invited to attend the union presentation.

**4.6 Printing of Agreement.** The Employer and the Union will share equally the cost of printing sufficient copies of this Agreement for distribution by the Union. The content of the cover to this Agreement shall be determined by mutual agreement between the parties.

**4.7 Negotiating Team.** The Employer shall make a good faith effort to grant requested time off for all employees who are officially selected SEIU bargaining team members to attend local bargaining. The team members must give reasonable advance notice of any such request to the Employer. Negotiating team members will be able to take scheduled PTO for this time if requested but will not be required to utilize PTO.

**4.8 Union Officers.** The Employer shall make a good faith effort to grant requested time off for elected officers of the Union to attend Executive Board meetings. The Union Officers must give reasonable advance notice of any such requests to the Employer, subject to departmental PTO guidelines. Union Officers will not be required to utilize PTO for Executive Board meetings.

**4.9 Union Sponsored Training Day.** Subject to advance notice, scheduling, and department PTO guidelines Union delegates may elect to take (1) day off (unpaid or PTO) per year to attend Union sponsored training in leadership, representation and dispute resolution.

## **ARTICLE 5**

### **DEFINITIONS**

**5.1 Full-time Employee.** A full-time employee is an employee who is regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period and who has successfully completed the required introductory period.

**5.2 Part-time Employee.** A part-time employee is an employee who is regularly scheduled to work less than forty (40) hours within a seven (7) day period or less than eight (80) hours within a fourteen (14) day period and who has successfully completed the required introductory period.

**5.3 Temporary Employee.** An employee hired to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of an unscheduled absence, illness, leave of absence, or to work during holidays or vacation periods. Temporary employees are excluded from the Union's bargaining unit and are not covered by this Agreement.

**5.4 Per Diem Employee.** A per diem employee is a caregiver who may provide coverage on an intermittent or as needed basis, which, for example, may include but is not limited to sick calls, leaves, sudden increases in patient census or to cover time off. Per Diem caregivers may or may not be scheduled and may or may not have guaranteed hours of work. Per Diems may be regularly scheduled after full and part time caregivers are scheduled for their assigned FTE.

**5.4.1 Compensation.** Per Diem employees shall be paid in accordance with the wage rates set forth in Attachment B of this Agreement. In addition, per diem employees shall receive a differential in lieu of the benefits contained in Articles 10 and 13 of fifteen percent (15%).

**5.4.2 Position Review.** Per diem employees who work continuously for twenty (20) hours or more per week over a four (4) month period have the right to require a review to determine if an additional full-time or part-time position is warranted. If not satisfied the employee may submit the dispute to the grievance procedure. If the review process results in a determination that an additional position is warranted, the position will be posted. Time spent by a per diem employee who is hired on a full-time or part-time basis into the same or like position that the employee worked as a per diem employee will apply towards fulfilling the probationary time period requirement.

**5.5 Introductory Period.** The first 120 days of continuous employment with the employer shall be considered an introductory period. The introductory period may be extended for up to an additional sixty (60) days by the mutual written agreement of the Employer and the Union. During

or at the conclusion of the introductory period, the Employer may decide to terminate the employment relationship for any reason without notice or pay in lieu of notice, and such termination shall not be subject to the grievance procedure.

**5.6 Preceptor.** When an employee is hired, transferred or promoted into a unit or department, the manager will decide based on the employee's prior experience whether an assignment of a preceptor is warranted or a general orientation is sufficient. A preceptor may be assigned at the manager's discretion, based on the employee's knowledge, skills, competence and ability or previous orientation to the department. A preceptor may be assigned to a student when determined to be appropriate by the Employer. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support, guidance and orientation for new employees as well as training of current employees on new procedures, protocols or processes.

**5.6.1 Preceptor Assignment.** Management may assign preceptors as appropriate to their training and teaching skills, for a specific trainee for a specific period of time. Employees assigned to be a preceptor will provide written feedback to trainees and leadership on the progress of trainees. Employees assigned to be preceptors will be evaluated on their preceptor skills annually.

**5.7 Regular Rate of Pay.** An employee's regular rate of pay includes the employee's hourly wage rate, shift differential when the employee is regularly scheduled to work an evening or night shift, and lead pay when the employee has a designated lead position.

## ARTICLE 6

### **SENIORITY, LOW CENSUS AND LAYOFFS**

**6.1 Definition.** Seniority shall be defined as an employee's continuous length of service with the employer in the bargaining unit covered by this Agreement. Seniority shall not apply to an employee until completion of the required introductory period. Length of service as an employee of PeaceHealth shall be used to determine annual leave and benefit accruals.

**6.1.1 Tiebreaker.** Employees having the same seniority date will be placed on the seniority records based on the day of the month in which they were born (example: the lower the birth day number, the higher seniority placement). Should a second tiebreaker be needed, it will be based on the month of the year the employee is born (example: the earlier month of birth, the higher seniority placement).

**6.2 Layoff.** A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the PeaceHealth St. Joseph Medical Center Laboratory Services. Layoffs shall be by job classification within a department or if the department is divided into units, within the unit. In the event of a layoff, the employee(s) with the least amount of seniority shall be laid off first provided skill, competence and ability are considered substantially equal in the opinion of the Employer. An applicable certification shall be considered a bona fide “qualification” for purposes of this section, but shall not be conclusive as to relative skill, competence and ability. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among employees in those job classifications and departments or units affected by the layoff. Agency personnel, travelers and probationary employees within the affected department or work unit on a shift will be released prior to laying off regular employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff. This section shall not apply to a reduction in FTE status.

**6.2.1 Layoff Notice.** Twenty-one (21) days’ advance notice of layoff (or pay in lieu thereof based on scheduled work days and, prorated for part-time employees) will be given to the Union and to employees subject to layoff except for unforeseeable conditions preventing such notice which are beyond the Employer’s control. The Union shall receive a seniority roster, together with a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and unit, employment status (FTE), and shift. Upon request, the Employer and the Union will meet for the purpose of reviewing the order of layoff.

**6.2.2 Displacement Options.** An employee who is subject to layoff may displace the least senior employee in that employee’s department provided that the employee subject to



layoff can be trained for the job within six (6) weeks. If the employee cannot be trained for the job and/or the training is unsuccessful, the employee shall be laid off.

**6.2.3 Reassignment.** In the event the layoff results in more or fewer employees being assigned to a shift than are required, the least senior employee(s) on the affected shift(s) shall be reassigned.

**6.3 Recall.** Employees on layoff status shall be placed on a recall roster for a period of twelve (12) months from the date of layoff. Employees on the recall roster shall be responsible for checking appropriate job openings on the PeaceHealth website and will be considered for those jobs in the bargaining unit for which they are qualified to perform. To be considered for open positions the employee must apply. If more than one person applies for the vacancy, employees will be reinstated by seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer.

If an employee is offered recall to any position which is not comparable (i.e., different department, unit, FTE, or shift), the employee may decline recall without loss of seniority or position on the reinstatement roster.

**6.3.1 Notification to Employer.** Employees on layoff must submit to the Employer within thirty (30) days of layoff and every thirty (30) days thereafter, a written statement expressing a continuing interest in employment with the PeaceHealth. If the employee fails to meet this notification requirement by the specified dates, or if the employee fails to keep the Employer notified of a current mailing address and home telephone number or fails to respond to the Employer's job offer within seven (7) days following direct contact with the Employer or written notice sent by U.S. mail with proof of delivery, the employee's name shall be eliminated from the reinstatement roster and the Employer's recall commitments shall terminate.

**6.3.2 Per Diem Work.** An employee on the reinstatement roster shall be eligible for per diem work. Acceptance of per diem work while on layoff shall not affect the employee's placement on the reinstatement roster.

**6.3.3 Vacant Positions.** Employees displaced by layoff may apply for a vacant position in accordance with Section 7.5. An employee on the reinstatement roster may bid on a vacant position in a different classification in the same manner as any other regular employee.

**6.3.4 Employment Status During Layoff.** An employee on layoff shall retain employment status and benefits accrued to the date of commencement of layoff, but that employee shall not accrue seniority and benefits while on layoff. Upon reinstatement, the employee shall have previously accrued seniority and eligible benefits restored and the employee shall again commence accruing seniority and benefits.

**6.4 Termination.** Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same classification, department and unit, FTE and shift) offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

**6.5 Severance Option.** Employees who are notified of elimination of their position may elect to receive severance benefits in accordance with the terms of PeaceHealth's severance policy, as determined by the Employer in its sole discretion, in the same manner and for as long as the policy applies to all other non-supervisory employees of the Employer. An employee's election to receive severance benefits will constitute a waiver by the employee of any further rights set forth in Sections 6.2 and 6.3.

**6.6 Low Workload Days.** In the event the Employer needs to implement a low workload day it will first ask for volunteers within the particular team affected to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, employees within a job classification on a unit and shift will be released from work in the following order:

1. Agency personnel and travelers
2. Employees working at an overtime or premium rate of pay
3. Per diem employees
4. Employees working in excess of their FTE status

5. Full-time and part-time employees working their regularly scheduled shift on an equitable rotation basis that starts with the least senior employee, provided that skills, competence, ability and availability are considered equal as determined by the Employer.

**6.6.1** If an employee is required by the Employer to take a low workload day, or volunteers to take a low workload day required by the Employer, then the employee may choose to take time off without pay in lieu of PTO. A low workload day includes holidays where employees who are otherwise regularly scheduled for that day are taken off the schedule.

**6.6.2 Low Workload Cap.** Mandatory low workload will be limited to no more than forty-eight (48) hours per employee per six (6) month period of January-June or July-December. Hours count toward the mandatory low workload maximum only when low workload is assigned pursuant to Paragraph 6.5(6) above. Employees who miss a scheduled shift on a unit treated as “closed” due to a holiday shall be treated as being on voluntary low workload.

**6.7 Restructure.** In the event of a restructure of existing departments or units, the Employer will determine the number of full-time and part-time FTEs by shift required for the restructure of the departments and units. Prior to implementation of the schedule, the Employer will meet with the employees of the restructured departments or units to discuss the reconfiguration of FTEs in the departments or units and the new work schedules. A listing of the FTEs for each shift in the restructured departments or units, including any qualifications requirements, shall be posted in the departments or units for at least ten (10) days. Other vacant bargaining unit positions will also be posted in the departments or units at that time. By the end of the posting period, each employee shall have submitted to the Employer a written list which identifies and ranks the employee’s preferences for all available positions (first to last). Employees will be reassigned to positions within the restructured departments or units in order of seniority among the combined group of affected employees, based on the skill, qualifications, and competencies needed by the Employer

and employee's preference, until there are no positions available or the remaining positions have been rejected by the employee.

**6.8 Sale, Merger or Transfer.** In the event the Medical Center merges, is sold, leased, or otherwise transferred to be operated by another person or firm, the Medical Center shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, if such notice is so given, the Medical Center shall comply with all laws and statutory requirements in effect at the time of the sale, merger or transfer. The Medical Center will also provide notice to the union of any such sale, lease or transfer at least one hundred and twenty (120) days prior to the closing date.

## **ARTICLE 7**

### **EMPLOYMENT PRACTICES**

**7.1 Equal Opportunity.** The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination. The Employer and the Union shall not discriminate against any employee on the basis of race, creed, age, color, sex, national origin, sexual orientation, gender expression/identity, veteran's status, disability, or affiliation or non-affiliation with the Union. In the event that the Americans with Disability Act (ADA), the Washington Law Against Discrimination (WLAD) or any other law requiring accommodation of employees conflicts with the provisions of this Agreement, such law shall control. Allegations of discrimination shall be subject to the grievance and arbitration provisions of Article 14 of this Agreement.

**7.1.1** If a new bargaining unit position is created to accommodate an employee's permanent disability, the Union agrees to waive seniority rights for that position. The position will not be posted and the position will be offered to the disabled employee.

**7.2 Notice of Termination.** Employees shall give not less than fourteen (14) calendars days' prior written notice of their resignation. Employees who have completed the required probation

period are entitled, except in cases of discharge for just cause, to receive fourteen (14) calendar days prior written notice of termination or pay in lieu thereof for scheduled hours.

**7.3 Discipline or Discharge.** Discipline or discharge of non-probationary employees shall only be for just cause. Just cause shall include the concept of progressive discipline, provided that an employee may be subject to immediate dismissal or a bypassing of one or more disciplinary steps based upon the seriousness of the offense. The employee will be provided a copy of any written disciplinary action and will be required to sign and date the written warning for the purpose of acknowledging its receipt. An employee may request the attendance of a Union representative during an investigatory meeting which may lead to disciplinary action.

**7.3.1** Approved leaves of absence shall not be considered occurrences under the Employer's attendance and punctuality policy.

**7.4 Written Discipline.** After two (2) years if there have been no further disciplinary occurrences during that 2-year period, those corrective actions will not be considered for progressive discipline; however, they may be used for notice with the following exceptions: (1) violations of the Employer's non-discrimination policies, including sexual harassment; (2) conduct threatening or endangering patient safety; (3) co-worker abuse issues; or (4) theft or falsifying records; (5) unlawful breach of confidentiality or other privacy violations; or (6) violation of Employer's substance free workplace policy. .

**7.5 Recruitment and Selection.** PeaceHealth will recruit and hire the most qualified applicants to meet the staffing needs of the department and thereafter transfer, promote, and retain such persons as employees. All such actions and decisions shall comply with the Employer's desire to promote from within whenever qualified candidates are identified, interested, and available.

**7.5.1 Postings.** Positions will be posted on the PeaceHealth website for at least five (5) days before filling. They may also be posted at the house-wide level simultaneously with a website posting. FTE, and shift will be included in all job postings.

**7.5.2 Eligibility for Postings.** Internal applicants will be considered before other applications, and internal transfer applications from within the unit/department will have preference over applications by employees not within the unit/department. Units and departments are defined by management. A list of units and departments will be submitted to the Joint Labor/Management Committee on at least an annual basis. Seniority shall be the determining factor in filling a job opening providing skill, ability, and experience are substantially equal in the opinion of the Employer.

**7.5.3 Employee Transfers.** Employees shall be required to give at least twenty-one (21) calendar days' written notice of transfer to their current manager. Transfers will occur as soon as possible. Whenever possible, the effective date of transfer shall coincide with the start of a pay period, following the twenty-one (21) day notice period. If the transfer is not made in twenty-one (21) days the employee will be notified in writing. In any case the transfer will be made within ninety (90) days. Management will consider a variety of solutions, including the use of temporary coverage, to ensure that transfers occur in accordance with this section.

**7.5.4** Employees who accept a transfer may not apply for another opening for a period of six (6) months from the effective date of the transfer unless approved by the employee's manager.

**7.6 Evaluations.** A performance evaluation will be conducted at the end of the probationary period and yearly thereafter. Employees will acknowledge receipt of their evaluation, which will imply neither agreement nor disagreement with the evaluation. The evaluation will be made available to the employee. If an employee disagrees with the evaluation, the employee may object in writing to the evaluation and such objection will be retained by the Employer in the performance evaluation database. Such records will be retained in accordance with organizational practice.

**7.7 Personnel File.** Personnel records shall be maintained for each employee. Documentation regarding employment condition, such as employee qualifications, performance evaluations, licensure and training records, letters of commendation, records of disciplinary action, rate of pay, changes in employment status and leaves of absence, will be maintained in the employee's file. The Employer will allow an employee to at least quarterly to inspect his or her personnel file upon PeaceHealth St Joseph Medical Center Laboratory Services/SEIU Healthcare 1199 NW – Lab Assistant and Technologists

request. The Employer will make such file available within seven (7) days following the request. Employees may respond in writing to any documents contained in their file. Upon request, an employee will be given a copy of any materials in the employee's file. A copy fee may be charged.

**7.8 Travel.** An employee, who in accordance with PeaceHealth St. Joseph Medical Center's policy is commuting between PeaceHealth facilities, shall be considered to be in the employ of PeaceHealth St. Joseph Medical Center Laboratory Services. In this instance, the Employer will be responsible for approving travel arrangements.

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

**7.10 Lactation.** The Employer will provide reasonable break time for an employee to express breast milk for their nursing child for eighteen months after the child's birth each time such employee has need to express the milk. The Employer will provide places in its facilities that are reasonably close to the employee's work area, other than a bathroom, that are shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express milk. The private location must include a convenient, clean and safe water source with facilities for washing hands and rinsing breast pumping equipment and a convenient hygienic fridge designated for storing breast milk. Employees should provide as much advance notices as possible of the need to express breast milk.

## ARTICLE 8

### **HOURS OF WORK AND OVERTIME**

**8.1 Work Period and Work Day.** The normal work period shall consist of forty (40) hours within a seven (7) day period.

**8.2 Alternate Length Shifts.** The standard work day shall normally consist of eight (8) hours, exclusive of meal breaks. A standard work day may also be less than eight (8) hours or more than eight (8) hours, exclusive of meal break. All time worked in excess of 40 hours shall be paid at a premium rate of time and one half the regular rate of pay.

**8.2.1** Where mutually agreeable to the Employer and the individual employee, a standard work day may consist of ten (10) hours or twelve (12) hours, exclusive of meal break(s).

**8.2.2** Where the Employer contemplates movement to a 9-hour, 10-hour, or 12-hour shift for several positions within the department, the Employer shall notify the Union at least thirty (30) days in advance of the contemplated action and shall meet with the Union to bargain the ramifications and effects of such action.

**8.3 Definition of Overtime.** All time worked in excess of the employee's scheduled shift of at least eight (8) hours will be considered overtime. A standard workweek is seven consecutive 24 hour periods of time beginning at 12:00 a.m. Sunday morning and ending at 11:59 p.m. on Saturday night. All overtime must be properly authorized by the Employer.

**8.3.1 Overtime.** Overtime will be implemented in accordance with State law.

**8.4 Overtime Computation.** All overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. Overtime shall be computed at the nearest one-quarter hour.



**8.5 Paid Time.** Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay or premium pay for the same hours worked.

**8.6 Meal Periods and Rest Breaks.** Employees shall receive an unpaid meal period of one-half (1/2) hour for each shift worked of at least five (5) hours; on any shift longer than ten and one-half (10.5) hours, the employee is entitled to an additional meal period and the employee shall not go more than five (5) hours without the opportunity for a meal period. An employee working a shift that entitles the employee to more than one meal period may waive the second meal period and the timing requirements pertaining to the first meal period, if the Employer agrees. Employees shall receive a paid rest break of fifteen (15) minutes in each four (4) hour period of work. Employees required to work during the meal period will be compensated for such work at the appropriate rate. The Employer is responsible for providing the opportunity and adequate staffing for employees to take their permitted breaks, and employees are responsible for taking their breaks. If an employee is denied the opportunity to take a paid rest break, then the employee is entitled to be compensated for such missed rest break at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Employees shall promptly and accurately report to the Employer whenever they do not receive a rest break or a meal period. Meal and rest periods will be provided in accordance with the law.

**8.7 Consecutive Weekends.** The Employer will make all reasonable efforts to schedule employees so that they have at least every other weekend off. In the event that an employee is required to work on two (2) consecutive weekends, all time worked on the second weekend will be paid at the rate of 1 ½ times the employee's regular rate of pay. For purposes of this provision, the weekend is defined as commencing at 11:00 pm on Friday and concluding at 11:00pm Sunday for a night shift employee unless mutually agreed otherwise. This paragraph shall not apply if the employee voluntarily agrees to work on the weekend either at the time of hire or thereafter (including any trading of weekend work).

**8.8 Rest Between Shifts.** Unless performing standby duty, each employee is entitled to an unbroken rest period of at least ten (10) hours between shifts. Any time worked without the required rest will be paid at the premium rate of time and one-half the regular rate of pay. For

purposes of this paragraph, (1) working at the request of other employees or as a result of trades, (2) working a shift as a result of voluntary sign-up not initiated by the Employer, or (3) attending a non-mandatory meeting, in-service or education day shall not be deemed an event that disrupts an otherwise unbroken rest period.

**8.9 Work Schedules.** Work schedules will be posted on a monthly basis. Schedules will be posted by the 20th of the preceding month. Requests for scheduled days off, or to retract scheduled days off, must be submitted by employees by the 5th of the preceding month. In the event that a department or unit maintains the practice of posting the work schedule substantially in advance of the 20th of the preceding month, requests for scheduled days off shall be submitted in accordance with unit guidelines. Employees will not be scheduled beyond their FTE without their consent, provided that this clause does not prevent the Employer from requiring attendance beyond the employee's scheduled FTE at mandatory trainings and staff meetings. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation, subject to the following:

1. The Employer will make a good-faith effort to maintain scheduling patterns of anticipated days off for regularly scheduled full-time and part-time employees who have a normally scheduled shift. Per diem employees may not be utilized to displace such employees from their scheduling patterns. In the event that there is a change to an employee's normal scheduling pattern, the Employer will notify the employee prior to posting of the schedule.
2. Posted hours on the work schedule may be changed only by mutual consent between the Employer and the individual employee, except in cases of emergency or low census.
3. Scheduling changes initiated by an employee will not result in the payment of additional overtime or premium pay.

**8.10 Shift Rotation.** The Employer has the right to rotate an employee to a shift other than his or her assigned shift based on emergent need. Unless mutually agreeable by the Employer and the employee involved, shift rotation will be used only when necessary as determined by the Employer. If shift rotation is necessary, volunteers will be sought first and, if there are insufficient volunteers, shift rotation will be assigned in the reverse order of seniority, unless skill, ability, experience, competency and/or qualifications require otherwise in the Employer's judgment. Because shift rotation is considered an assignment, there shall be no posting of shift rotation.

**8.11 Consecutive Work Days.** Upon request by the employee, the Employer shall make all reasonable efforts to avoid scheduling the employee for work weeks consisting of more than six (6) consecutive work days.

**8.12 Work in Advance of Shift.** When an employee, at the request of the Employer, reports for work in advance of the assigned shift and continues work during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half times the regular rate of pay. All hours worked during the scheduled shift shall be paid at the employee's regular rate of pay.

**8.13 Report Pay.** Employees who report for work as scheduled shall be paid a minimum of four (4) hours report pay at the straight time rate, unless (1) the employee is scheduled work less than four (4) hours, (2) the employee voluntarily agrees to leave work early, or (3) the Employer makes a reasonable effort to notify the employee by telephone no less than one (1) hour prior to the beginning of the scheduled day shift, or one and one-half (1½) hours prior to the beginning of the scheduled evening or night shift, that he/she should not report. Calling the employee at the employee's most recently furnished telephone number and, if there is a message machine, leaving a message constitutes a reasonable effort to notify under this paragraph.

## **ARTICLE 9**

### **COMPENSATION**

**9.1 Wage Rates.** Employees covered by this agreement shall be paid in accordance with the provisions contained herein and the applicable wage rates in Attachment B.

**9.2 Longevity Steps.** The employer will maintain a longevity steps system as set forth in Attachment B. An employee shall advance to the next step commencing the first full pay period following one year. All employees employed on or before ratification of the contract will have a steps placement date that coincides with their first pay increase following contract ratification.

**9.2.1 Step and grade structure.** A step and grade structure will be established as follows for each job position other than those specified below.

Effective the first full pay period following September 1, 2023 the following ghost steps will be filled in as the average of the step preceding and following: Steps 12, 14, 16, 18, and 26.

Step	Step interval increase
1	2.5%
2	2.5%
3	2.5%
4	2.5%
5	2.0%
6	2.0%
7	2.0%
8	2.0%
9	2.0%
10	2.0%
11	2.0%
13	2.5%
15	2.5%
17	2.5%
19	2.5%
22	2.5%
25	2.5%
27	2.1%

Each step number represents years of completed service.

**9.3 Wage Increases.** Upon ratification employees will receive an across the board wage increase in the amounts below:

- Three and one-fourth percent (3.25%) effective the first full pay period following September 1, 2022
- Three percent (3%) effective the first full pay period following September 1, 2023.

**9.4 Recognition for Previous Experience.** Employees employed during the term of this Agreement shall be compensated at a salary level equal to the employee's number of years of relevant experience in comparable jobs that the employee is applying for or in which they are currently employed. If an employee disagrees with their placement on the step scale the employee shall request a review from management within sixty (60) days of hire. For each request received, the Employer will determine within thirty (30) days whether an upward adjustment in step placement is warranted. The effective date for implementing such an adjustment will be the first full pay period following thirty (30) days after the determination of all requests.

**9.4.1 Credit for Past Experience – New Hires.** Credit shall be given to new employees for prior relevant experience in comparable jobs. Such credit shall commence on the date that satisfactory proof is provided by the employee of such prior experience.

**9.5 Shift Differential.**

**9.5.1 Evening Shift** - Is defined as 1500 hours to 2330 hours. All employees receive a premium pay of \$2.50 when the majority of the hours worked falls between 1500 and prior to 2300.

**9.5.2 Night Shift** – is defined as 2300 hours to 0730 hours. All employees receive a premium pay of \$4.00 when the majority of hours worked falls after 2300 and before 0700.

**9.5.3 Consecutive Shifts** – If an employee is asked to work two shifts in a row, they are considered separate shift for the purposes of calculating shift differential.

**9.5.4** If hours are evenly split between two shifts, shift differential is calculated at the higher shift rate for all hours worked.

**9.5.5** Non work time for jury duty, bereavement leave and continuing education is not subject to shift differential.

**9.6 On-Call (Stand By).** An employee assigned on-call status is one who is assigned to be available for work on a call-back basis. On-Call status shall first be assigned on a voluntary basis. If there are not sufficient volunteers, the employer shall attempt to assign on-call status on an equitable basis. Compensation for on-call shall be \$3.50 per hour for Lab Assistants and \$4.25 per hour for Technologists. Employees who work while on-call status shall be compensated for a minimum of three (3) hours. . Standby pay for any holiday listed in Section 10.6 shall be paid at one and one-half (1 ½) times the regular standby rate. Standby duty shall not be counted as hours worked for purpose of computing overtime or eligibility for service increments or benefits. The performance of standby duties is treated as continuing during a callback; accordingly, standby pay will be in addition to the callback pay.

**9.6.1 Repeated or lengthy callbacks.** Where an employee has experienced repeated or lengthy callbacks prior to the employee's next scheduled shift, the employee may request to be relieved from working any of or a portion of the next scheduled shift. The Medical Center will make a good-faith attempt to arrange for coverage so that the employee's request may be granted. The adjustment in work schedule will not count as an occurrence. The employee may use PTO at the employee's discretion.

Prior to relieving caregivers from duty PeaceHealth leadership (or designee) will engage in a conversation with the caregiver, including the reason for relief from duty. If requested the Caregiver may have a co-worker present for the conversation.

**9.7 Lead.** Lead pay of \$2.00 per hour will be paid to employees assigned by management on a temporary basis to perform lead duties, in addition to their routine daily assignments. Lead pay is not payable for conducting orientation; provided however, that the lead pay for designated lead person shall not be affected while conducting orientation. Assignment of lead responsibilities will be determined by the department leadership.

**9.8 Preceptor.** The Employer may assign employees as preceptors. Preceptor duties and assignments are at the sole discretion of the Employer. Employees assigned to preceptor duties PeaceHealth St Joseph Medical Center Laboratory Services/SEIU Healthcare 1199 NW – Lab Assistant and Technologists

will be eligible for preceptor pay. An employee that is assigned preceptor duties by the department manager will receive a premium of \$1.75 per hour. If a caregiver believes that they should have been eligible for preceptor pay under article 5.6 they may submit a written request to management for review within 30 days of the occurrence.

## **9.9 Promotions, Transfers and Step-downs.**

**9.9.1 Promotion.** If an employee moves to a position in a higher paying classification, the employee will be paid either the minimum rate payable for that higher classification or a rate that is three percent (3%) higher than the employee's straight time rate of pay (but not higher than the maximum rate of pay for the higher classification), whichever is greater.

**9.9.2 Transfer.** Lateral transfers to positions within the same pay range generally will not result in a change in pay rate, subject to the normal considerations of applicable experience and education, performance, level of responsibility and internal equity.

**9.9.3 Step-down.** Changes to positions in a lower pay range typically will result in a pay reduction, subject to the normal considerations of applicable experience and education, performance, level of responsibility and internal equity.

**9.10 New and Modified Positions.** If the Employer creates a new classification or substantially changes the requirements, responsibilities and duties of an existing classification, the Employer shall provide written notice to the Union, including the position description and proposed rate of pay, at least fourteen (14) days prior to the implementation of the new or revised position. If the Union requests, within fourteen (14) days after receipt of notice, the parties shall meet to bargain the rate of pay. The Employer's proposed rate shall be paid while negotiations proceed.

**9.11 Temporary Assignments.** Temporary assignments to a lower paid position will not result in a decrease in rate of pay. Temporary assignments to a higher classification, other than for training, of a week or more shall result in payment at the rate of the scale for the higher classification at the step which is equivalent to the employee step in their regular assignment for all time worked in the classification.

**9.12 Certification Pay.** Employees who are certified in a specialty area by a national or state organization and who are working in that area of certification will receive a differential of \$1.00 per hour, provided that the particular certification has been approved by the appropriate Vice President or designee, and further provided that the employee continues to meet all educational and other requirements to maintain the certification in good standing. A certified employee is eligible for only one certification premium, regardless of other certifications the employee may have. Certified employees will notify their manager in writing at the time certification is received and will provide a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the manager. Certification pay will not be paid for certifications that are required for their position.

**9.13 Red-Circling.** In the event that an employee is currently receiving a higher differential or premium than is contained within Article 9, he/she will continue to receive that differential for the duration of the contract.

## **ARTICLE 10**

### **PAID TIME OFF**

**10.1 Purpose.** The purpose of Paid Time Off (“PTO”) program is to provide eligible employees with compensation during the holidays, vacation time, and periods of illness or injury (including care for a qualified family member as defined by law). It is intended to allow each eligible employee to utilize paid time off in accordance with his or her personal needs or desires and with the Employer’s established guidelines. Employees must use PTO for any requested time off which places the employee below his or her FTE level for the payroll period, except as provided by law and except in cases of low census.

**10.2 Accrual Rate.** Each regular full-time and part-time employee shall accrue PTO as follows:



<u>Year of Service</u>	<u>Accrual Rate (full-time equivalent)</u>
1-4 (0-48 months)	.10769 per hour (28 days per year)
5-9 (49-108 months)	.12692 per hour (33 days per year)
10-14 (109-168 months)	.14231 per hour (37 days per year)
15-19 (169-228 months)	.15000 per hour (39 days per year)
20 (229 months) or more	.15385 per hour (40 days per year)

PTO will accrue from the date of hire; however, it may not be taken and will not be payable until after the completion of the probationary period. PTO accrued is based on the actual number of hours compensated, excluding standby hours, hours cashed out pursuant to Section 10.7 and hours donated pursuant to Section 10.9.

**10.3 Eligibility.** The benefits of this article are available only to full-time employees and part-time employees regularly scheduled at 0.5 FTE and above.

**10.4 Payment.** PTO shall be paid at the straight time rate of pay. Except in the event of PTO cash-out under Section 10.7, the inclusion of shift differential in said rate of pay shall be determined in accordance with the hours normally worked by the employee on the employee's assigned shift.

**10.5 Maximum Limit.** The maximum PTO accrual is 600 hours. No future PTO may be accrued until the employee's maximum accrued unused PTO has been reduced below the maximum, at which point PTO can again be accrued.

**10.6 Holidays.** All hours worked on the following recognized holidays will be paid at the rate of time and on-half times the regular rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas, and Christmas Eve. In the event PeaceHealth designates an additional paid holiday, such holiday shall be paid pursuant to this section.

**10.7 PTO Cash-Out.** PTO may be taken by an employee in the form of cash payment in lieu of time off each calendar year, provided that the employee makes an irrevocable election (1) in the calendar quarter of the preceding year, or (2) during the calendar year itself with the Human

Resources Director's approval conditioned on financial hardship in accordance with the Employer's policy. Such cash-out will be paid out at any time after the PTO to be cashed out has accrued during the calendar year, but in no event later than December 31 of that year. PTO taken in cash payment form will be paid at the employee's straight time rate of pay.

**10.8 Payment upon Termination.** An employee shall be paid upon termination of employment for all accrued PTO.

**10.9 Donation of PTO.** An employee may donate a minimum of one (1) hour and a maximum of 250 hours per year of his accrued PTO for the benefit of another employee who has a medical hardship in the judgment of the Employer. A medical hardship consists of a medical condition of the employee or family member that will require the employee's prolonged absence from duty and will result in a substantial loss of income because the employee will have exhausted all accrued PTO. The employee desiring to donate PTO for another's benefit must submit a written or electronic request. Any hours donated through this process shall be transferred to the other employee on an irrevocable basis.

**10.10 Extended Illness Bank.** Employees who were hired prior to January 15, 1984 and who have hours remaining in their extended illness bank may access those hours in accordance with the Employer's policy. Hours do not accrue in these extended illness banks.

**10.11 PTO Requests.** All requests for non-primetime PTO may be submitted up to one (1) year in advance and not less than the 5<sup>th</sup> of the preceding month. Such requests will be granted based on the date the request was submitted, provided that skills and abilities of the employee are not significant factors as determined by the Employer. PTO will be granted if sufficient amount of PTO can be reasonably be expected to have accrued to cover the employee's requested time off on the requested dates.

**10.12 Notice of PTO Requests.** Employees will be notified electronically as to whether the PTO is approved within twenty-on (21) days or the date the work schedule is posted, whichever occurs first, after the request is submitted.

**10.13 Approved PTO.** Approved PTO shall not be affected by later requests unless mutually agreeable. Once approved, an employee shall not later be required to find a replacement for PTO granted. However, if there is insufficient PTO at the time of intended use to cover the previously requested time off, the employee's PTO request will not be converted to a request for unpaid time off absent approval by the Employer. Employees who transfer to a different Unit, Shift, or Department with previously approved PTO shall meet with the manager of that Unit or Department to discuss whether the previously approved PTO can carry over to the unit.

## **ARTICLE 11**

### **HEALTH AND SAFETY**

**11.1** The Employer and the Union agree to comply with all state and federal regulations pertaining to the health and safety of employees in the workplace. The parties further agree to promote practices necessary to assure safety in the workplace. Employees shall not be required to work under unsafe or hazardous conditions. Employees will inform department management of any unsafe or hazardous conditions observed. All safety equipment deemed necessary for a particular job shall be furnished. The Employer shall provide employees with adequate training on the use of proper work methods and protective equipment required to perform hazardous duties. The Union shall appoint an employee representative to serve on the Employer's Safety Committee. The representative shall be paid for time spent during Safety Committee meetings. If an employee is unable to arrange for time off to attend a Safety Committee meeting, the Employer will assist in facilitating the employee's attendance.

**11.2** PeaceHealth is a substance free workplace. The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The parties support efforts that will enable the chemically impaired employee to remain in professional practice consistent with PeaceHealth's Substance Free Workplace Policy and the testing requirements provided for therein. An employee who tests positive when tested in accordance with the Employer's Substance Free Policy shall pay a maximum of \$15.00 per subsequent test, up to a maximum of \$90.00 per 12 month period.

**11.3** PeaceHealth agrees to adhere to all applicable health, safety and WISHA regulations, such as providing all necessary safety devices, equipment and apparel necessary to be in compliance with said regulations.

## **ARTICLE 12**

### **LEAVES OF ABSENCE**

**12.1 Leaves of Absence Without Pay.** The Employer shall grant employees leaves of absence without pay in accordance with applicable state and/or federal law. Employees shall be required, except as provided by law, to utilize all accrued PTO hours during a leave of absence, except that an employee may request in writing in advance of taking leave that up to eighty (80) hours be allowed to remain in the employee's PTO bank.

**12.1.1 Family and medical leave.** Regularly scheduled full-time and part-time employees who have been employed for at least twelve (12) months and have worked at least 1,040 hours in the previous 12 months qualify for PeaceHealth Family Leave. Employees meeting the criteria for FMLA leave will be granted FMLA leave in accordance with the law. All medical leaves of absence must be certified by a healthcare provider on a Medical Certification Form available in Human Resources.

An employee may request for approval by the Employer an extension of family or medical leave for up to an additional twelve (12) weeks. During this time, the Employer will not be required to continue to provide healthcare coverage, but the employee will be allowed to continue insurance coverage at the group rate.

**12.1.2 Military leave.** Leave required in order for an employee to maintain status in a military reserve of the United States will be administered by the Employer in accordance with federal and state law.

**12.1.3 FMLA leave for call-up of active duty service member.** To the extent required by applicable law, an eligible employee is entitled to take up to twelve (12) weeks of unpaid leave during any 12-month period due to a qualifying exigency, as defined by the

Department of Labor, arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty in the Armed Forces and is being deployed to a foreign country.

**12.1.4 FMLA leave to care for injured service member.** To the extent required by applicable law, an eligible employee who is the spouse, child, parent or next of kin (nearest blood relative) of a covered service member is entitled to take up to twenty-six (26) weeks of unpaid leave during a single 12-month period to care for the service member if he or she is receiving medical treatment for, or recuperating from, a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces. A covered service member includes a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list, for a serious injury or illness.

**12.1.5 Military spouse leave.** To the extent required by applicable law, up to fifteen (15) days of unpaid leave per deployment will be granted to a qualified employee (who averages 20 or more hours of work per week) whose spouse is on leave from deployment or before and up to deployment, during a period of military conflict. An employee who takes leave under this provision may elect to substitute accrued paid leave to which the employee is entitled for any part of such leave. The employee must provide the Employer with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty.

**12.1.6 Domestic violence leave.** In accordance with applicable Washington state law, if an employee is a victim of domestic violence, sexual assault or stalking, the employee may take reasonable leave from work or intermittent leave to seek related legal or law enforcement assistance or to seek treatment by a healthcare provider, mental health counselor or social services professional. An employee who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. For purposes of this section, "family member" includes an

employee's child, spouse, parent, parent-in-law, grandparent or a person whom the employee is dating.

**12.1.7 Unpaid leave.** An employee returning from an unpaid leave of absence will, subject to the provisions of Section 7.5, be eligible for hire into the first available similar opening for which the employee is qualified, except as described elsewhere in this article.

## **12.2 Leaves of Absence With Pay.**

**12.2.1 Bereavement leave.** If requested, an Employee will be granted four (4) days (up to thirty-six (36) regularly scheduled hours) of paid bereavement leave in lieu of regularly scheduled work hours shall be allowed to a non-probationary employee for a death in the immediate family. Immediate family shall be defined as grandparent, parent, spouse, spousal equivalent, brother, sister, child, grandchild, or the step or in-law equivalent of parent, brother, sister or child. If additional time for the leave is necessary, the employee must request PTO for such additional time and obtain the supervisor's approval in advance.

**12.2.2 Jury/witness duty.** All full-time and part-time employees who are called to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, including preparation time required by the Employer, will be compensated by the Employer at their normal straight time rate of pay. To qualify for jury duty pay, an employee must present the jury duty summons to his or her supervisor immediately after having received the summons, and thereafter must present documentation from the court of time spent on jury duty. Employees working evening or night shifts are assigned to the day shift during weeks of jury duty. If jury duty ends prior to the end of the day shift on the employee's scheduled day, the employee must contact his or her immediate supervisor or designee to discuss whether time remaining on the shift is sufficient to require a return to work that day. If an employee has spent the full week in actual jury duty service, then the employee will not be required to work any additional hours for that week.

**12.3 Worker's Compensation.** Employees who are fully released to return to work after receiving industrial insurance benefits for ninety (90) days or less will be guaranteed reinstatement to their former position, shift and FTE status. If the position no longer exists, reinstatement will

be guaranteed to a substantially equivalent position. Employees who are fully released to return to work after receiving industrial insurance benefits for more than ninety (90) days will have preference for placement on the first available similar opening on the same shift for which the employee is qualified.

**12.4 Union Leave.** Subject to advance notice and the Employer's approval, employees may take an unpaid leave of absence to assume a temporary position with the Union in the aggregate amount of twelve (12) weeks per bargaining unit, a maximum number of three (3) weeks per employee, per year. No more than one employee per bargaining unit shall be granted union leave at the same time. Employees shall not be required to use his or her annual leave. An employee on union leave will be allowed to return to their former position, with no loss of prior seniority, and at the same rate of pay.

**12.5 Paid Educational Leave.** After completion of the employee's probationary period employees shall be eligible for up to twelve (12) hours of paid leave time for educational events each calendar year. Employees with certification CEU requirements of greater than 12 hours per calendar year may provide documentation for educational time up to their annual CEU requirement. Such paid leave shall be subject to the scheduling requirements of the Department and approval by the Employer of the subject matter. Educational leave may be used on an hourly basis for time spent at the educational offering. An evening or night shift employee may request their scheduled shift off, in order to attend an educational event occurring on the preceding or following day shift. Unused educational leave shall not be carried over from one calendar year to the next. When an employee is required by the Employer to attend an event for training purposes, such mandatory training shall be paid by PeaceHealth.

## **ARTICLE 13**

### **MEDICAL AND RETIREMENT BENEFITS**

**13.1 Health Insurance Benefits.** Eligible full-time and part-time employees who are regularly scheduled to work at least twenty (20) hours or more per week are eligible to participate in the health insurance benefit program offered by the Employer to a majority of its employees who are

not in a bargaining unit. Employees shall be offered benefit options, in accordance with the terms of the Employer's program, with regard to medical, dental, vision, life, AD&D, and long-term disability and short-term disability plans, and healthcare and dependent care spending accounts.

The benefits available under this section will not be reduced unilaterally during the term of this Agreement. If the Employer contemplates any changes in insurance plan design benefits that would not make them substantially equivalent on an aggregate basis, the Employer will notify the Union of the proposed changes and will meet with the Union, upon request, to bargain over the proposed changes prior to their implementation.

**13.2 Retirement Benefits.** The Employer will provide during the term of this Agreement a retirement program. If the Employer contemplates changes in retirement benefits that would not make them substantially equivalent to the existing benefits on an aggregate basis, the Employer will notify the Union of the proposed changes and will meet with the Union, upon request, to bargain over the proposed changes prior to their implementation. If no agreement can be reached, the provisions of Article 15 will not apply for a period of thirty (30) days after impasse.

**13.3 Premium Reduction Program.** The Employer will continue to offer the Premium Reduction Program through the duration of this agreement. Through this benefit, eligible employees may receive financial assistance to cover one hundred percent (100%) of the cost of their Employer provided medical premiums. Participation in this program is based on total household income and the Federal Poverty Level, as determined by the U.S. Department of Health and Human Services. Employees whose household income is less than 250% of the Federal Poverty Level will be eligible to receive a health insurance plan at no premium cost to the employee for themselves and eligible dependent(s) upon approval of their application.

**13.4 Enhanced Chronic Condition Program.** Employees enrolled in the Enhanced Chronic Condition Program are eligible to receive free preventative medications, including diabetic testing supplies. The chronic conditions covered under this program include: Diabetes, COPD, asthma, congestive heart failure and coronary artery disease.

**13.5 Insurance expenses incurred at PeaceHealth facilities.** Employees covered under PeaceHealth insurance plans who have outstanding balances to PeaceHealth facilities and/or PeaceHealth St Joseph Medical Center Laboratory Services/SEIU Healthcare 1199 NW – Lab Assistant and Technologists



providers will be offered reasonable payments plans upon request. Employees that comply with the payment plans will not be subject to collections or garnishment.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

**14.1 Grievance Defined.** A grievance is defined as any alleged violation of the terms and/or conditions of this Agreement, or dispute which involves the interpretation or application of any one or more provisions of this Agreement. The Union and the Employer encourage employees and their supervisors to make every effort to meet and discuss problems and to attempt to settle potential grievances at the earliest possible time. The written grievance will describe the alleged breach of this Agreement, the date of the alleged breach, the specific provisions of this Agreement alleged to have been violated, and the specific remedy requested.

**14.1.1** Time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto. If the grievant does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with these limitations, the grievant shall have the right to proceed to the next step of this procedure. Grievances not raised in accordance with the following procedure and time limits will be waived and will not be considered.

**14.1.2** At any step of this procedure, the Union representative shall have the right to be present.

**14.2 Pre-Grievance Resolution.** An employee alleging a violation of the Agreement, or dispute involving the interpretation or application of any provision of the Agreement should first discuss the specific issue with his/her immediate supervisor so that if possible, the issue can be addressed informally. If the employee does not believe that the matter has been resolved to his or her satisfaction the employee may proceed to Step 1 of the grievance procedure.

### **14.3 Grievance Procedure.**

#### Step 1 – Immediate Supervisor/Manager.

Within twenty (20) business days of when the employee knew or should have known of the dispute or alleged violation of the Agreement, the employee must present the grievance in writing to Human Resources. The written grievance shall specify the provision(s) of the contract allegedly violated, the date of such violation, and the remedy sought by the grievant. The Immediate Supervisor/Manager shall meet with the employee within ten (10) business days to formally discuss the grievance. Within ten (10) business days after this meeting the Immediate Supervisor/Manager will issue a written response. This timeline may be modified by agreement between the parties.

#### Step 2 – Department Manager/Director.

If the matter is not resolved at Step 1, the grievant shall present the written grievance within ten (10) business days of receipt of the Immediate Supervisor's decision to Human Resources. The Department Manager/Director or designee shall have a meeting with the grievant and his/her union representative to discuss the issue. The Department Manager/Director or designee shall issue a written decision in the matter within ten (10) business days after said meeting. This timeline may be modified by agreement between the parties.

#### Step 3 – COO.

If the matter is not resolved at Step 2, the grievant shall present the written grievance within ten (10) business days of receipt of the COO's decision to Human Resources. The COO or designee shall convene a meeting of all interested parties, including a Union Representative, and shall issue a written decision in the matter within ten (10) business days after that meeting. This timeline may be modified by agreement between the parties.

#### Mediation.

If the grievant does not agree with the COO's resolution of the grievance, he/she may within ten (10) business days of the COO's decision request that the parties mediate the

dispute. If the employer agrees, the mediation process will be initiated by the parties and the grievance time-line will be held in abeyance until mediation is complete. Costs of mediation, if any, shall be equally borne by the parties. The mediation process may be terminated through written notice to the other party at any time.

#### Step 4 – Arbitration.

If the grievance is not settled in mediation or the grievant/Employer elects to forego mediation, the Union may submit the issue to arbitration by notifying the Employer in writing within ten (10) business days of receipt of the written response in Step 3 or at the conclusion of the failed mediation, whichever is applicable. Within ten (10) business days of notification that the dispute is submitted for arbitration, the Employer and the Union shall each select one (1) representative. The union shall submit for arbitration to the Federal Mediation and Conciliation Service within thirty (30) business days. Grievances that are not submitted to the FMCS for arbitration within this time period will be dismissed. The arbitrator shall be chosen from that list by the parties alternately striking (beginning with the Union) the names until only one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on the parties.

**14.4 Arbitrators Authority.** The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this contract as they apply to the specific facts or the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred incidental 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. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

## **ARTICLE 15**

### **NO STRIKE – NO LOCKOUT**

**15.1 No Strike.** 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, nor shall they engage in any form of economic pressure or picketing against the Employer. In the event of any strike, sympathy strike, walkout, picketing, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same during the term of this Agreement.

**15.2 Discharge.** Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting in any strike, sympathy strike, slowdown, picketing or other concerted interference, or who refuses to perform services duly assigned to him, shall be subject to immediate dismissal or such lesser discipline as the Employer shall determine.

**15.3 No Lockout.** The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

## **ARTICLE 16**

### **GENERAL PROVISIONS**

**16.1 State and Federal Laws.** This Agreement shall be subject to all future and present applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governing authority. Should any provision or provisions become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**16.2 Changes/Amendments.** Any changes or amendments to this Agreement shall be in writing and duly executed by the parties.

**16.3 Past Practices.** Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer or the Association, except that ongoing and generally accepted, established practices of PeaceHealth St Joseph Medical Center Laboratory Services which affect the terms and conditions of employment of the bargaining unit shall not be unilaterally discontinued by the Employer without first bargaining about any such proposed discontinuance with the Association.

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

## **ARTICLE 17**

### **COMMITTEES**

**17.1 Joint Labor Management Committee.** PeaceHealth St Joseph Medical Center Laboratory Services and the Union agree to maintain a Labor Management Committee, which shall be comprised of three (3) management representatives and three (3) representatives of the Union representing the Technologist bargaining unit. Representatives will be selected by the respective parties. Unless otherwise mutually agreed to, the Committee shall meet monthly for a minimum of one (1) hour for the purpose of discussing and proposing resolutions to:

PeaceHealth St Joseph Medical Center Laboratory Services/SEIU Healthcare 1199 NW – Lab  
Assistant and Technologists Page 38

**17.1.1** Issues or problems in the worksite which affect bargaining unit members and which either party requests be placed on the agenda;

**17.1.2** Issues or problems of contract administration which may arise from time to time, other than formal grievance; and,

**17.1.3** As a forum for providing information on organizational changes and initiatives to bargaining unit members and quality initiatives to management.

**17.1.4** The Committee may also create new Labor Management Sub Committees as it may find necessary from time to time. New Labor Management Sub Committees will be considered time limited and focused on addressing the issues delegated to it by the Joint Labor Management Committee.

**17.2 Compensation.** Bargaining unit employees will be compensated at their straight rate of pay for the time spent at these meetings and such time shall not be counted in the calculation of overtime.

**17.3 Safety Committee.** The employer shall provide for Safety Committee meetings on a regular basis and employees shall be allowed to bring safety and health concerns to the meeting. Meeting minutes shall be made available to all employees.

## **ARTICLE 18**

### **ORGANIZATIONAL DIVERSITY, EQUITY, AND INCLUSION**

**18.1 Shared Purpose.** In order for PeaceHealth St. Joseph Medical Laboratory Services to be the best place to receive care and work, patients and staff need a diverse and valued workforce in keeping with PeaceHealth's Statement of Commitment to Respect for Diversity and Cultural Humility. An important aspect of providing quality patient care is to be culturally sensitive to the diversity of our patients and staff, and to act in bias-free ways. As part of achieving these goals, labor and management agree to begin joint work, which will include data sharing addressing

areas of focus and training, toward the goal of an action-based systemic strategy to achieve a workplace that embraces and demonstrates Organizational Equity and Inclusion.

**18.2 Joint Project.** The Labor-Management Committee will design a joint project and work plan that identifies and addresses embracing diverse perspectives, valuing diversity, in team and management practices, and in the performance of patient care in diverse settings. The Labor Management Committee will regularly review work plans and report on key action plans and outcomes to better inform the work. The Labor-Management Committee will meet within 30 days of contract ratification to begin this important work.

**18.3 Data Sharing.** The Employer will provide quarterly the following bargaining unit blinded data: race, ethnicity, gender, pay range, policies and practices for responding to discriminatory patient behavior and/or accusations of discrimination, and the hospital plan for equity and inclusion. The Labor-Management committee will jointly review the data to better inform the work.

**18.4 Training.** The Labor-Management Committee will participate in PeaceHealth's diversity training intended to increase skill and awareness on hidden bias and cultural competency. PeaceHealth will make efforts for all staff and managers to attend the training within the duration of the collective bargaining agreement.

**18.5 Joint Work.** The Labor-Management Committee will design a process by which the members of the Labor-Management Committee can hear and understand bias concerns that arise. This includes: designing a joint project, derived from the data review, manager and caregiver feedback that helps us to embrace diverse perspectives in team and management practices, and in the performance of patient care in diverse settings. Tracking and discussing grievances with an underlying concern of bias or discrimination to look at trends for identifiable training needs.

**18.6 Commitment to No Retaliation.** There will be no retaliation for speaking out about discrimination concerns. In a circumstance where an individual or group of individuals have a

specific allegation of discrimination, a delegate will be provided to work through the grievance process.

## **ARTICLE 19**

### **MULTI-EMPLOYER TRAINING FUND**

**19.1 Training and Education Fund.** The Joint Employer Training and Education Fund will be established for creating a program for addressing the workforce needs of participating employers as well as the career, knowledge and skill aspirations of bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust (“Trust Agreement”) effective the first pay period January 2018.

**19.2 Contributions.** The Employer agrees to make contributions to the Fund. The Employer contribution to the Fund shall be an amount equal to one (1%) percent of the gross payroll for service and Lab Assistant employees and one-half (.5%) percent of the gross payroll for the technical and Technologist bargaining unit employees. Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/on call/temporary employees.

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

**19.4 Trust Agreement.** The Employer and the Union agree to abide by the terms of the Trust Agreement.



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

**19.6 Fund Records and Collections.** The Employer shall remit the Fund contributions required under this Article on a pay period or monthly basis, based upon the payroll for the previous pay period. Payments shall be due no later than thirty (30) days following the end of the pay period or month on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund. The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of employees which the Fund may require about the sound and efficient operation of the Fund or that may be so required to determine the eligibility of employees for Fund benefits. The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the trustees of the Fund.

**19.7 Labor Management Committee.** The Labor Management Committee will meet quarterly to specifically address the needs of the bargaining unit employees related to education/career advancement interest and needs, and to promote participation in the Fund Information collected regarding training interests and needs and any barriers will be forwarded to the Fund staff.

**19.8 Employee Contact Information.** The Employer shall provide the Fund with monthly electronic reports that include employee name, job title, bargaining unit, shift, FTE, date of hire, work e-mail, personal telephone, and home mailing address.

## ARTICLE 20

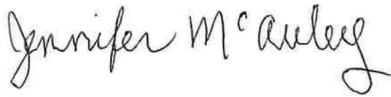
### **TERM OF AGREEMENT**

**20.1 Duration and Renewal.** This Agreement shall become effective on the first day of the first full pay period following ratification of this Agreement, and shall continue in full force and effect through and including November 15, 2024, and shall continue in full force from year to year thereafter unless notice of desire to amend or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the anniversary date of the date of expiration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly  
executed this \_\_\_19th\_\_\_ day of \_\_\_October\_\_\_, 2022.

Agreement between SEIU Healthcare 1199NW and PeaceHealth St. Joseph Medical Center (Lab  
Assistants and Technologists)

**PeaceHealth St. Joseph Medical Center:**



Jennifer McAuley  
HR Director, Northwest Network

**SEIU Healthcare 1199NW:**



Jane Hopkins, RN  
President, SEIU Healthcare 1199NW



Bailey Pepper



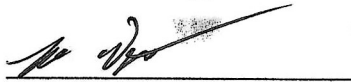
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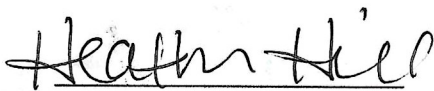
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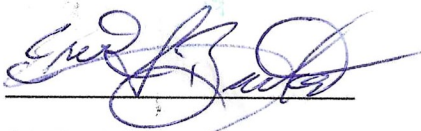
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Robert Victor



Heather Hill



Eric Burton



Andy Fisher



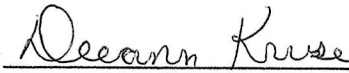
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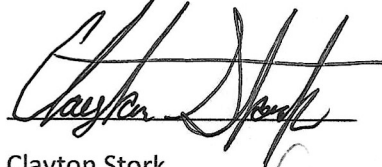
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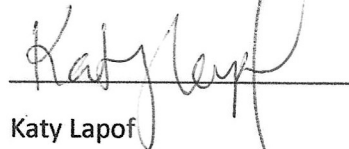
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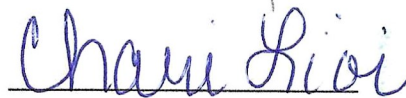
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Clayton Stork



Katy Lapof



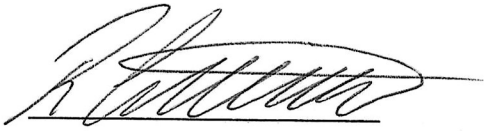
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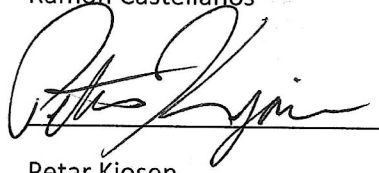
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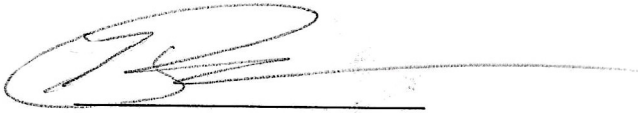
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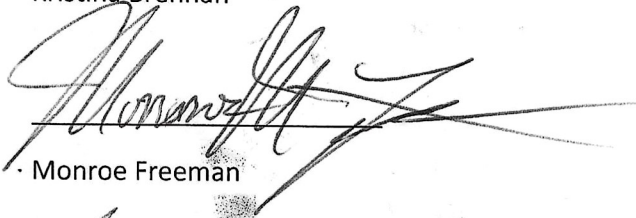
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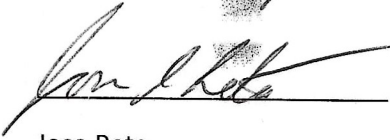
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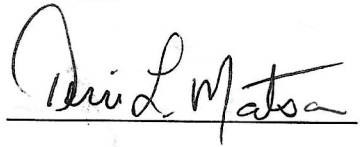
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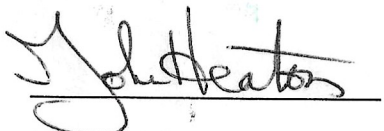
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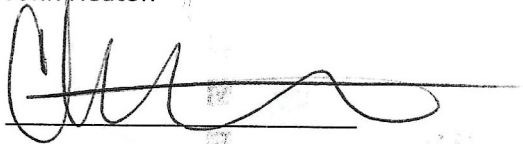
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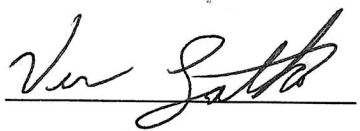
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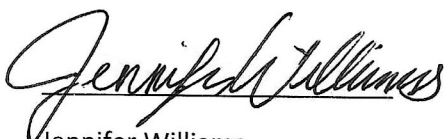
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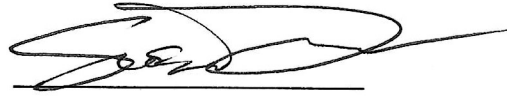
Christine Heinrichs



Vern Latta



Jennifer Williams



Sub Duggal



Brittney Myers



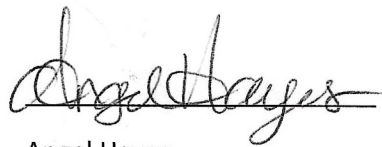
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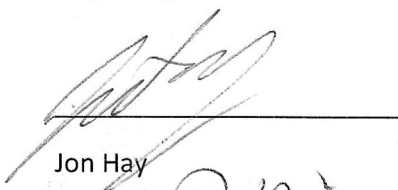
Noel Meuwissen



Ronni Brar



Angel Hayes



Jon Hay



Laura Page-Muncie



Angie Simonds

## **ATTACHMENT A**

### **Lab Assistant Unit Classifications:**

Lab Assistant – General

Lab Assistant – Phlebotomist

Lab Assistant - Technical

Lab Assistant Lead

### **Technologist Unit Classifications:**

Medical Lab Technician

Medical Technologist

Medical Technologist Lead

## ATTACHMENT B

Wage Rates Effective the First Full Pay Period following 9/1/2022																													
			2.5%	2.5%	2.5%	2.5%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	0.0%	2.5%	0.0%	2.5%	0.0%	2.5%	0.0%	2.5%	0.0%	0.0%	2.5%	0.0%	0.0%	2.5%	0.0%	2.1%
Job	Type	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Lab Assistant	Lab Assistant	20.56	21.07	21.60	22.14	22.69	23.15	23.61	24.08	24.57	25.06	25.56	26.07	26.07	26.72	26.72	27.39	27.39	28.07	28.07	28.77	28.77	28.77	29.49	29.49	29.49	30.23	30.23	30.87
Lab Assistant Technical	Lab Assistant	21.83	22.38	22.94	23.51	24.10	24.58	25.07	25.57	26.08	26.60	27.14	27.68	27.68	28.37	28.37	29.08	29.08	29.81	29.81	30.55	30.55	30.55	31.32	31.32	31.32	32.10	32.10	32.77
Lab Assistant Lead	Lab Assistant	23.06	23.64	24.23	24.83	25.45	25.96	26.48	27.01	27.55	28.10	28.67	29.24	29.24	29.97	29.97	30.72	30.72	31.49	31.49	32.27	32.27	32.27	33.08	33.08	33.08	33.91	33.91	34.62
Medical Lab Technician	Technologist	30.35	31.11	31.89	32.68	33.50	34.17	34.85	35.55	36.26	36.99	37.73	38.48	38.48	39.44	39.44	40.43	40.43	41.44	41.44	42.48	42.48	42.48	43.54	43.54	43.54	44.63	44.63	45.56
Medical Technologist	Technologist	36.40	37.31	38.24	39.20	40.18	40.98	41.80	42.64	43.49	44.36	45.25	46.15	46.15	47.31	47.31	48.49	48.49	49.70	49.70	50.94	50.94	50.94	52.22	52.22	52.22	53.52	53.52	54.65
Medical Technologist Lead	Technologist	37.66	38.60	39.57	40.56	41.57	42.40	43.25	44.11	45.00	45.90	46.81	47.75	47.75	48.94	48.94	50.17	50.17	51.42	51.42	52.71	52.71	52.71	54.03	54.03	54.03	55.38	55.38	56.54

/2022

Wage Rates Effective the First Full Pay Period following 9/1/2023																													
			2.5%	2.5%	2.5%	2.5%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	Average of Step 11 and	2.5%	Average of Step 13 and	2.5%	Average of Step 15 and	2.5%	Average of Step 17 and	2.5%	0.0%	0.0%	2.5%	0.0%	0.0%	2.5%	Average of Step 25 and	2.1%
Job	Type	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Lab Assistant	Lab Assistant	21.18	21.71	22.25	22.81	23.38	23.84	24.32	24.81	25.30	25.81	26.32	26.85	27.19	27.52	27.87	28.21	28.56	28.92	29.28	29.64	29.64	29.64	30.38	30.38	30.38	31.14	31.47	31.79
Lab Assistant Technical	Lab Assistant	22.48	23.05	23.62	24.21	24.82	25.32	25.82	26.34	26.87	27.40	27.95	28.51	28.87	29.22	29.59	29.95	30.33	30.70	31.09	31.47	31.47	31.47	32.26	32.26	32.26	33.06	33.41	33.76
Lab Assistant Lead	Lab Assistant	23.75	24.35	24.95	25.58	26.22	26.74	27.28	27.82	28.38	28.95	29.53	30.12	30.88	31.25	31.64	32.04	32.43	32.84	33.24	33.24	33.24	33.24	34.07	34.07	34.07	34.92	35.29	35.66
Medical Lab Technician	Technologist	31.26	32.04	32.84	33.66	34.51	35.20	35.90	36.62	37.35	38.10	38.86	39.64	40.13	40.63	41.13	41.64	42.16	42.68	43.22	43.75	43.75	43.75	44.84	44.84	44.84	45.97	46.45	46.93
Medical Technologist	Technologist	37.49	38.43	39.39	40.37	41.38	42.21	43.06	43.92	44.80	45.69	46.61	47.54	48.13	48.73	49.33	49.94	50.57	51.19	51.83	52.47	52.47	52.47	53.78	53.78	53.78	55.13	55.71	56.29
Medical Technologist Lead	Technologist	38.79	39.76	40.75	41.77	42.82	43.67	44.55	45.44	46.35	47.27	48.22	49.18	49.80	50.41	51.04	51.67	52.32	52.96	53.63	54.29	54.29	54.29	55.65	55.65	55.65	57.04	57.64	58.23

## **ATTACHMENT C**

### **Bulletin Boards**

4 South break lounge  
IMCU N break lounge  
3<sup>rd</sup> Surgical break lounge  
ICU break lounge  
2 North break lounge  
2C break lounge  
2 S break lounge  
1 Central break lounge  
ED break lounge  
Imaging X-Ray 2 hallway  
CBC break lounge  
Biomed front door  
FNS by the time clock  
EVS break room  
CS break room  
SPD break room  
OR break room  
Cardiovascular break room  
CDU break room  
Short Stay break room  
Facilities locker room  
Float Pool break room  
Pharmacy/Lab breakroom  
Respiratory lounge



## MEMORANDUM OF UNDERSTANDING #1

### FTE Changes for Technologist Bargaining Units

Twice per year, the following process will be utilized to review requests for potential FTE reductions and increases. Approval of incremental increases and decreases of FTE are at the discretion of management.

Management will provide a form allowing caregivers to request incremental increases or decreases in FTEs. Caregivers will have two weeks to return signed forms indicating their FTE preferences. Management will review caregiver requests, and schedule a meeting with staff and a union representative to receive and discuss proposed staffing changes. Caregiver requests will be reviewed based on seniority provided that skill, qualifications, and competency are not overriding factors, and that proposed staffing does not increase cost or disparately impact lab operations. Approved FTE increases and decreases will be assigned consistent with processes outlined in Article 6.7 Restructure.

SEIU HEALTHCARE 1199NW

By:  \_\_\_\_\_

Date: 10/27/2022

PEACEHEALTH ST. JOSEPH MEDICAL  
CENTER

By:  \_\_\_\_\_


Date: 10/19/2022

## MEMORANDUM OF UNDERSTANDING #2

### Negotiating Team Pay

Hours donated for the benefit of members of the Union negotiating committee will be transferred by the Medical Center to committee members as designated by the Union and will be restricted to the time period of negotiations for a successor agreement.

SEIU HEALTHCARE 1199NW

By: \_\_\_\_\_

Date: 10/27/2022

PEACEHEALTH ST. JOSEPH MEDICAL  
CENTER

By: \_\_\_\_\_

Date: 10/19/2022

## **PeaceHealth St. Joseph Medical Center – SEIU 1199NW PTO Donation Form**

A represented caregiver may donate a minimum of one (1) hour and a maximum of 250 hours per year of his or her accrued PTO for the benefit of members of the same union negotiating committee.

### **To Be Completed By Donating Caregiver**

Caregiver Name: \_\_\_\_\_

Caregiver #: \_\_\_\_\_

# of PTO hours I wish to donate: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

I understand that by signing this election form and donating my future accrued PTO hours to the bargaining team, my PTO bank will be deducted and my pay reduced for taxes related to the gross value of those hours. I further understand the value of my donated PTO will not be included in my retirement eligible compensation, and that this PTO donation is non-revocable. I authorize the PTO deduction and attest to the understanding my personal tax implication for the donation and its impact on my retirement benefits.

Caregiver Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Submission Instructions**

Fax the completed form directly to HR at (360) 715-4116.

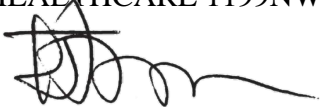
## MEMORANDUM OF UNDERSTANDING #3

### Variable Shifts

SEIU Healthcare 1199NW and PeaceHealth St. Joseph Medical Center Laboratory hereby agree to the following limitations on the scheduling of variable shifts in the Laboratory:

1. “Variable shifts” refers to a combination of day, evening and night shifts. Variable start and stop times on the same day, evening or night shift do not constitute variable shifts.
2. Employees who work variable shifts will not be prescheduled to work double shifts, i.e., two (2) consecutive back-to-back shifts.
3. Employees scheduled to work a night shift will not be scheduled to work a day or evening shift that begins less than thirty (30) hours following the end of the previous night shift, unless the employee voluntarily agrees otherwise.
4. Variable shift employees will be allowed to have a minimum of two (2) consecutive days off within a pay period, unless the employee voluntarily agrees otherwise.
5. Variable shift positions shall be limited to three (3) in the Laboratory Technologist Bargaining Unit and three (3) in the Laboratory Lab Assistant Bargaining Unit. If the Employer contemplates any additional variable shift positions, it will bring the matter to the Labor Management Committee for discussion and review.

SEIU HEALTHCARE 1199NW

By:  \_\_\_\_\_

Date: 10/27/2022

PEACEHEALTH ST. JOSEPH MEDICAL  
CENTER

By:  \_\_\_\_\_

Date: 10/19/2022

## MEMORANDUM OF UNDERSTANDING #4

### Regarding Paid Family and Medical Leave

The parties agree that they wish to elect to become subject to all applicable rights and responsibilities under Title 50A RCW and related rules prior to the expiration, reopening, or renegotiation of their collective bargaining agreement. Beginning on May 24, 2020, deductions and eligibility will begin for qualified employees through the state's program. Employees may be eligible for additional short-term disability benefits for their own medical leave through the employer's short-term disability plan.

SEIU HEALTHCARE 1199NW

By: \_\_\_\_\_

Date: 10/27/2022

PEACEHEALTH ST. JOSEPH MEDICAL  
CENTER

By: \_\_\_\_\_

Date: 10/19/2022

## MEMORANDUM OF UNDERSTANDING #5

### Regarding Washington State Long Term Services and Support Trust Act and Long-Term Care Coverage

The Union and the Employer agree that Union members may elect to participate in Long-Term Care Coverage provided by PeaceHealth.

SEIU HEALTHCARE 1199NW

By: 

Date: 10/27/2022

PEACEHEALTH ST. JOSEPH MEDICAL CENTER

By: 

Date: 10/19/2022

## MEMORANDUM OF UNDERSTANDING #6

### Washington Paid Family Medical Leave

The Employer will allow employees utilizing WPFML to use PTO to supplement their benefit in order to make them financially whole.

SEIU HEALTHCARE 1199NW

By: 

Date: 10/27/2022

PEACEHEALTH ST. JOSEPH MEDICAL  
CENTER

By: 

Date: 10/19/2022

## MEMORANDUM OF UNDERSTANDING #7

### Health Benefits Bargaining

1. The parties agree SEIU Healthcare 1199NW, SEIU Local 49 and PeaceHealth Administration will have 'big table' discussions with the goal of improving the health benefits offered to Caregivers.
2. The parties agree that the topics of discussion at the table will include, but are not limited to premium cost/share for the EPO, PPO and ABHP; the Premium Reduction Program and potential joint communications related to the EPO.
3. The parties will work to schedule discussions and negotiations prior to open enrollment in 2023.
4. If the CBA is settled prior to the 'big table' discussion and negotiations reaching agreement, the parties agree that any 'big table' agreement that comes from those negotiations will be applied to the CBA.
5. Prior to the conclusion of the 'big table' negotiations, the Parties agree that the current CBA provisions regarding health benefits shall remain in effect.
6. PeaceHealth agree to release up to five members of the bargaining team on paid time to attend 'big table' negotiations.

SEIU HEALTHCARE 1199NW

By: \_\_\_\_\_

Date: 10/27/2022 \_\_\_\_\_

PEACEHEALTH ST. JOSEPH MEDICAL  
CENTER

By: \_\_\_\_\_

Date: 10/19/2022 \_\_\_\_\_