

Agreement between  
SEIU HEALTHCARE 1199NW & ST. ANNE HOSPITAL

# ST. ANNE HOSPITAL

2022-2025 Contract

Service Unit Employees



**SEIU**Healthcare®  
United for Quality Care

2022-2025

AGREEMENT

between

ST ANNE HOSPITAL

and

SEIU HEALTHCARE 1199NW

(Service Unit Employees)

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Memorandum of Understanding  
Letter of Understanding

2022-2025

AGREEMENT

Between

ST. ANNE HOSPITAL

and

SEIU HEALTHCARE 1199NW  
(Service Employees)

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

PREAMBLE

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

ARTICLE 1 - RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining agent for the employees in the following Hospital Departments: Admitting, Dietary, Housekeeping, Materials Management, Laboratory (including Lab Assistants I, II, and III), and Nursing; excluding all technical and professional employees, all managerial and supervisory employees, all confidential employees, all clerical employees in the following Departments: Business Office, Laboratory, Radiology, Operating Room, and Medical Records; and all other employees.

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

ARTICLE 2 - UNION RECOGNITION

2.1 Membership. All employees covered by this Agreement who are members of the Union on July 9, 2004, or become members of the Union after that date shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee.

“In good standing,” for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. 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.

2.1.1 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 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 their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

2.1.2 Hold Harmless. The Union will indemnify and hold the 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.

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

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount of union dues deducted will be promptly transmitted to the Union by check payable to its order. When such dues are sent to the Union, the Employer shall also electronically provide to the Union an “excel format” list of all employees using payroll deduction. The list shall include name, employee identification number, dues deducted by pay 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.

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



2.4 Electronic Communication. The Employer will provide communication, including responses to requests for information from the union, electronically. When requested by the Union, and practicable, the Employer will provide information in a common electronic format, for example Excel or Word format.

2.5 Bargaining Unit Roster. Upon the signing of this Agreement and each month thereafter, the Employer shall provide the Union with a list of all employees covered by this Agreement. The list shall include names, address, telephone number, employee identification number, hire date, department, FTE status in hours per pay period, shift, unit, hourly rate of pay for each employee and year-to-date gross earnings. Each month the Employer will provide the Union with a listing of new hires and terminations during the preceding month including names and addresses. These lists shall be transmitted to the Union in a common electronic format.

2.6 Contract. Upon initial employment, employees shall be given a copy of the current Agreement and a copy of the employees' job description, as well as a Union membership application. This commitment is conditioned upon the Union providing sufficient copies of the Agreement and Union membership application to the Employer in advance.

2.7 New Employee Orientation. In the event that the Employer converts to in-person new employee orientation over the course of the 2022 collective bargaining agreement, a union delegate/officer or designee may meet with new employees following hospital orientation (on the delegate/officer's or designee's unpaid time) to introduce employees to the Union and the Union contract. Attendance for the delegate and new employee(s) shall be voluntary and on unpaid time. The Employer will provide a list of bargaining unit attendees that are scheduled to attend the orientation held at the Hospital and the Franciscan Orientation Center by the Friday prior to orientation. The employer cannot guarantee the accuracy of the list. The employer will make a good faith effort to notify the union if the orientation ends significantly earlier than scheduled.

### ARTICLE 3 - UNION REPRESENTATIVES

3.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Hospital's premises which are open to the general public, for the purpose of investigating disputes and contract compliance. Union representatives shall not have access to employee lounges, nursing units or other patient care areas unless advance approval has been obtained from the Hospital. Access to the Hospital's premises shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operations of the Hospital.

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

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

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

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

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

#### ARTICLE 4 - DEFINITIONS

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

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

4.3 Evaluation of FTE Status. An employee's designated FTE (full-time equivalent) status will be evaluated upon request after six (6) consecutive weeks of being scheduled at an FTE status different (more hours or less hours) than that designated. The employee's situation will be evaluated for the likelihood of continued scheduling at the different status. This evaluation may be initiated by the employee, manager or Human Resources Department. An employee may initiate this evaluation by notifying the manager and Human Resources of the request. The manager, in consultation with Human Resources, will respond within 21 days of receiving the request. Any changes in status approved by the Hospital will be documented on a PAR prior to the change, and will be consistent with the seniority provisions of this Agreement.

4.3.1 Per Diem Employee. A per diem employee who, for a period of six (6) months or more, has worked at least twenty (20) hours or more per week (except to cover absences) may request evaluation under this section (4.3).

4.4 Introductory Employee. An employee who has been hired by the Employer on a fulltime or parttime basis and who has been continuously employed by the Employer for less than ninety (90) calendar days.

After ninety (90) calendar days of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended introductory period of up to an additional ninety (90) days. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure.

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

4.5 Per Diem Employee. Per diem employees are employees hired to augment the workforce in the event of an emergency or to relieve regular employees because of illness, leave of absence or to work during holidays and vacation periods. Per diem employees shall include employees scheduled on an "on-call" basis. Per diem employees shall not be routinely used to fill regular positions and shall not be eligible for benefits. Per diem employees do not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. Per diem employees shall be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage differential.

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

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

4.6 Preceptor. A preceptor is an experienced employee proficient in teaching and communications skills who is specifically responsible for planning, organizing and evaluating the new skill development of an employee/student (without educator on-site) enrolled in a defined program, the parameters of which have been set forth in writing by the Hospital. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Management, at its discretion, will determine the need for preceptor assignments and provide a written agreement of such understanding. (The effectiveness of the preceptor program shall be annually reviewed by a subcommittee of the Hospital-Partners in Clinical Education Steering Committee (PCESC) for discussion with the Labor-Management Committee.)



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

4.7 Regular Rate of Pay. The regular rate of pay shall be defined to include the hourly rate plus shift differential when an employee is assigned to the second (2nd) or third (3rd) shift, plus any wage premium in lieu of benefits for employees selecting that method of compensation as set forth in Section 8.5 of this Agreement.

4.8 Length of Service. For purposes of this Agreement and the method of computing sick leave, vacation, and other conditions of employment, except as specified elsewhere in the Agreement, a "month" shall be defined as 173.3 contributing hours, and a "year" shall be defined as 2,080 contributing hours. Effective on a going-forward basis at ratification, employees will receive step increases on their date of hire anniversary. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2,080 hours within any twelve (12) month period.

4.9 Contributing Hours. Hours upon which benefits are accrued. These include hours for which the employee is paid the regular or overtime rate of pay and low census hours.

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

4.11 Seniority. Seniority shall be based on a full-time or part-time employee's most recent date of hire at the Hospital. This seniority date shall be adjusted for unpaid leaves of absence of four (4) calendar weeks or more. Seniority shall not apply to an employee until completion of the required ninety (90) day introductory period. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority. Length of service as an employee of the Hospital shall be used to determine vacation and benefit accruals.

## ARTICLE 5 - EMPLOYMENT PRACTICES

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

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

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

5.4 Discipline and Discharge. No full-time, part-time or per diem employee shall be disciplined or discharged except for just cause. Just cause shall be defined to include the concept of progressive discipline (such as verbal and written notices and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee.

The employee shall be required to sign the written disciplinary action for the purpose of acknowledging receipt. The employee may provide a written response to such disciplinary action for inclusion in the personnel file. The employee may request the attendance of a Union representative at disciplinary meetings. Progressive discipline does not apply when the nature of the offense calls for immediate suspension or discharge. An employee may make a written request to the Human Resources Department for removal of verbal and/or written warnings from an employee's personnel file after one (1) year if no further corrective action is taken during such one (1) year period. Any removal of disciplinary actions from an employee's personnel file shall be at the sole discretion of the Employer.

5.5 Personnel File. Personnel records will be maintained for each employee. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activity, letters of commendation and recognition, and records of disciplinary action. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay or shift and leaves of absence shall be in writing with a copy given to the employee upon request. Each employee personnel file shall contain a record of persons outside of the Human Resources Department who have had access to the file, stating when and for what reason. By appointment, an employee may inspect his/her personnel records. An employee may provide a written response to any material contained in his/her personnel file.

5.6 Evaluations. The evaluation is a tool for assessing the skills of the employee and for improving and recognizing the employee's performance. Each employee will be formally evaluated in writing prior to completion of the residency or introductory period and annually. The employee's participation, including a self-evaluation, is an integral part of the evaluation process. In addition, supervisors may use interim evaluations, credentialing or competency assessments throughout the year, which will be in writing, to ensure that timely feedback is given and performance goals established on work-related issues. Evaluations are not considered part of progressive discipline. The employee will be given a copy of the evaluation. The employee will be required to sign the evaluation acknowledging receipt thereof. The employee will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file. A peer evaluation system may also be utilized. Development and implementation of peer evaluations may be a topic of the Labor-Management Committee.

5.7 Job Openings. Notices of vacancies in existing positions at St. Anne Hospital shall be posted for at least seven (7) calendar days in advance of filling the position. Notices of vacancies shall be posted on the employer's web site. The following procedure will be used for filling vacancies when a regular scheduled job opening occurs within the bargaining unit. To be considered for such job openings, employee must complete and submit an application for transfer through the employer's internal applicant website:

- 5.7.1 Qualified applicants from the same department as the vacancy will have priority over other applicants. Among qualified applicants, seniority will be the determining factor providing skill, competency, ability and prior job performance (during the prior twelve (12) months) are not considered to be overriding factors in the opinion of the Employer based on specified documentation and evaluations contained in the applicant's personnel file.

- 5.7.2 For positions not filled based on 5.7.1, qualified bargaining unit applicants will have priority over all other applicants. Among qualified bargaining unit applicants, seniority will be the determining factor providing skill, competency, ability and prior job performance (during prior twelve (12) months) are not considered to be overriding factors in the opinion of the Employer.
- 5.7.3 To be considered for such job openings, employees must complete and submit an application for transfer through the employer's internal applicant website. An employee who submits a completed application will receive email confirmation of receipt the same day. If the transfer cannot occur immediately, the Employer will make a good faith effort to transfer the employee to the new position within six (6) weeks. All transfers will be made within 90 days. When a position is filled, the status of the employee's application will be e-mailed to the employee within two (2) days. Upon request, an unsuccessful applicant may contact the HR Department to obtain the identity of the employee awarded the position.

#### ARTICLE 6 - SENIORITY

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

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

6.3 Unit or Department Merger and/or Restructure. The Employer will provide the Union at least twenty-one (21) days advance notice prior to a unit merger or restructure. In the event of a merger of two (2) or more units or departments into a single unit or department or a restructuring of an existing unit or department, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit.



Prior to determining the schedule, the Employer will meet with the employees on the affected unit(s) or department(s) to discuss the changes. A listing of the FTEs for each shift on the new/restructured unit or department, including any qualification requirements, shall be posted on the unit(s) or department(s) for at least seven (7) days. Other vacant positions within the Hospital will also be posted on the unit(s) or department(s) 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). An employee may choose voluntary layoff, if an actual layoff is necessary, rather than bid on a position. Based upon these preference lists and any qualification requirements, the Employer will assign employees to positions on the new/restructured unit or department based upon seniority. Employees who are not assigned a position on the new or restructured unit or department may take voluntary layoff or select a position from a listing of vacant positions within the Hospital, may select the position (FTE) of the least senior employee in the unit or department, providing the employee displaced in the unit or department has less seniority, or, if eligible, a position from the Low Seniority Roster (Section 6.5), providing the employee is qualified for the position (Section 6.6) in the opinion of the Employer, based upon established criteria.

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

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

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

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

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

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

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

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

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

7.3 Work Schedules. The Hospital shall determine and post work schedules of no less than two (2) weeks duration at least ten (10) days prior to the effective date of the schedules. The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation. Once work schedules are posted, except for emergency conditions, including low census conditions, individual scheduled hours of work may be changed only by mutual consent of the Hospital and the employee involved.

7.4 Flexible Work Schedules. A flexible schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Agreement. Prior to the implementation of a flexible work schedule, the Hospital and the Union will review and determine conditions of employment relating to that work schedule. Participation in established flexible work schedules shall be agreed upon in writing between the Hospital and the employee(s) involved. Where flexible schedules are utilized by the Hospital (including those flexible schedules set forth as addenda to this Agreement), the Hospital retains the right to revert back to an eight (8) hour per day schedule or the work schedule which was in effect immediately prior to the flexible work schedule, after at least forty-five (45) days' advance notice to the employee(s) and Union.

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

7.6 Meal/Rest Periods. All employees shall receive an unpaid meal period of one-half (1/2) hour. Employees required to remain on duty or in the Hospital during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall receive one (1) fifteen (15) minute break for every four (4) hours of work. Meal periods and rest periods shall be administered as provided by state law.

Subject to prior approval, meal and/or rest periods may be combined. (Meal/rest periods for ten (10) and twelve (12) hour shifts are described in Addenda 1 and 2.)

7.7 Low Census. Low census is defined as a decline in department work requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer will first float employees to meet staffing needs, where appropriate, before determining and implementing the reduced staffing schedule required. The Employer will endeavor to rotate low census equitably among all employees within a job classification on a shift on each campus starting with the least senior employee first, providing skills, competency, ability and availability are considered comparable as determined by the Employer.

Agency employees and temporary employees shall be released from work prior to implementing this low census procedure, providing other employees within a campus on that shift possess the skills, ability and experience to perform the required work and safety is not a factor in the judgment of the Employer. The reduction of staff shall occur as follows:

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

All low census time taken off (including voluntary low census) shall be counted for purposes of the rotation list. Inadvertent or mistaken application of this provision shall be remedied on the next rotation or as soon as practical. The rotation list will be restarted each six (6) months, beginning with the least senior employee.

Employees who are scheduled to work but are released from duty due to low census shall continue to receive medical and dental insurance coverage. Low census may be taken as annual leave or unpaid Low Census Hours (LCH) and shall be considered contributing hours for the accrual of all benefits, not to exceed the employee's FTE status.

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

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

7.9 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) shall receive a minimum of four (4) hours' work or four (4) hours' pay at the regular rate of pay. This commitment will not apply where the Employer has made reasonable effort to notify the employee at least two (2) hours in advance of the scheduled shift.

[It shall be the responsibility of the employee to keep the Employer informed of the best telephone number to use for contact purposes (e.g., cell phone).] Also, this commitment shall not apply to orientation or inservice programs scheduled by the Hospital where attendance is required.

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

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

7.11.1 The availability of weekend work shall be determined by the Hospital.

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

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

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

7.11.5 Exceptions to this section shall include "5 on, 2 off" schedules and "weekend only" positions by mutual agreement.

7.12 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time worked beyond the normal full-time work day (within a twenty-four (24) hour period) or normal full-time work period. For overtime pay purposes, the twenty-four (24) hour period starts at the beginning of the employee's regularly scheduled shift. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Attendance at mandatory inservices and/or meetings shall count as time worked for purposes of computing overtime. All overtime must be approved by supervision.



Overtime shall be computed to the nearest quarter (1/4) hour. Except by mutual agreement, the Hospital will not change scheduled hours of work to avoid the payment of overtime. (Overtime for ten (10) and twelve (12) hour shifts is described in Addenda 1 and 2.)

7.13 Double Time (2x). If an employee works more than twelve (12) consecutive hours, all hours worked in excess of twelve (12) consecutive hours shall be paid at double (2x) the employee's regular rate of pay. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When an employee is eligible for both time and one-half (1 1/2) and double time (2x) pay, the employee will receive double time (2x).

7.14 Seventh Consecutive Day. All work performed on the seventh (7th) consecutive day of a work period shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay. This provision shall only apply to employees required to work on the seventh (7th) consecutive day. The Hospital shall consider it "required" when an employee works a seventh (7th) consecutive day at the Hospital's request with less than twenty-four (24) hours' notice. In the event the employee voluntarily elects to work seven (7) consecutive days during a work period, this provision shall not apply, and only the straight time rate of pay shall be paid.

7.15 Overtime Availability. All scheduled overtime work shall be rotated equitably on the basis of seniority within a job classification.

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

7.16.1 8 hour shift in scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1 1/2). This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

7.16.2 10 hour shift In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between scheduled ten (10) hour shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one-half (1 1/2). This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

7.16.3 12 hour shift In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between



scheduled twelve (12) hour shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one-half (1 1/2). This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

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

7.18 Work On Day Off. Full-time employees called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked. Employees must work their scheduled FTE during the pay period to receive this pay (Prescheduled Time Off, Mandatory low census, Jury Duty, LOA, FMLA, WA Paid Family Medical Leave, Washington Paid Sick Leave, Family Care Act, Military and Bereavement leave, during the work week will be counted as time worked).

7.19 Pyramiding. There will be no pyramiding of premium pay and/or overtime. However, except as otherwise noted, premium pay shall not count as overtime for purposes of Section 7.12.

7.20 Staffing. The parties agree there should be an adequate number of staff in all departments and on each shift to maintain safe, quality care. Staffing levels shall be determined by management. Staffing takes into consideration the magnitude and variety of the activities needed on a particular shift. Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of the supervisor as soon as the problem is identified.

1. Employee(s) believing there is a continuous staffing problem which may include low census and/or the inability to receive rest periods and lunch breaks, or excessive workloads (hereafter referred to as "staffing concerns") are encouraged to address the issues immediately with their supervisor. In addition, employees may choose to document significant concerns and provide that documentation to management. Such documentation can also be emailed to management and the HR Director. The staffing matrix or protocol for each area will guide staffing decisions.

2. Continuous or potential staffing concerns discussed with the supervisor that have not been resolved will be addressed to the Department Director. The Department Director will respond within fourteen (14) calendar days.

3. If the matter is not satisfactorily resolved by the Department Director, the matter may be referred to the Labor Management Committee for further review. The Labor Management Committee shall review and may make written recommendations as it deems advisable to the Chief Operating Officer or his/her designee. If there is no consensus with Labor Management Committee, either party may make a written recommendation to the Chief Operating Officer of the Hospital.

The Chief Operating Officer or his/her designee shall respond in writing within thirty (30) days of receipt. His/her decision shall be final. Emergency situations requiring immediate attention may be brought directly to the HR Director to determine appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Labor Management Committee meeting; or (3) escalating the issue to the Chief Operating Officer.

4. St. Anne Hospital will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management Committee; or an employee who notifies the Labor Management Committee, direct supervisor or the hospital administration of his or her concerns about staffing.

7.21 When the Employer intends not to fill a vacancy, it will be presented at the monthly Joint Staffing Committee.

#### ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY

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

8.2 Date of Implementation. Wage and premium pay increases shall become effective at the beginning of the pay period closest to the date designated by the contract. Step (wage) increases shall become effective at the beginning of the first full payroll period on or after the employee's anniversary.

8.3 Temporary Assignment. Any employee who is temporarily assigned by the appropriate authority to perform the work of a higher classification for more than four (4) hours shall be paid at the higher classification rate of pay for the hours worked in the higher classification, provided the employee has demonstrated competence in the essential functions of the higher classification. This shall not apply to an employee assigned as a lead employee and who receives lead pay according to Section 9.2 of this Agreement.

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

8.5 Wage Premium in Lieu of Benefits. In lieu of all benefits provided for in this Agreement (except for shift differential, callback pay, standby pay, longevity steps [wage] increases, and retirement benefits, if eligible), full-time and part-time employees may elect a fifteen percent (15%) wage premium providing the employee presents the Hospital with written evidence that the employee is covered by health insurance elsewhere. This election must occur within the first ten (10) days of employment or within ten (10) days of signing of this Agreement, whichever is later, or annually on dates designated in advance by the Hospital. Employees will be given advance notice of enrollment dates. After the decision has been made by the employee, to receive either compensation plus benefits or compensation plus premium pay in lieu of benefits, no change in that compensation status will be allowed except as provided under this Section.



8.6 New Classifications. In the event new classifications within the bargaining unit are created by the Hospital, the parties agree to negotiate an appropriate rate of pay for such classifications.

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

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

#### ARTICLE 9 - OTHER COMPENSATION

9.1 Shift Differential. Employees working a scheduled second shift beginning on or after 3:00 p.m. shall receive a shift differential of one dollar and thirty-five cents (\$1.35) per hour in addition to their hourly rate of pay. Employees working a third shift beginning on or after 11:00 p.m. shall receive a shift differential of one dollar and eighty-five cents (\$1.85) per hour in addition to their hourly rate of pay. Employees shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

9.2 Lead Pay. Employees performing lead duties or lead positions assigned by the Hospital or with the approval of the Department Director shall receive one dollar and fifty cents (\$1.50) per hour over the regular rate of pay.

9.3 Standby Pay. Employees placed on standby status off Hospital premises shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour. Standby duty shall not be counted as hours worked for purposes of computing step (wage) increases or contributing hours. Employees on standby may be provided with signal devices upon request. Employees who are on low census shall not be required to be on standby for that low census shift. For standby in excess of fifty (50) standby hours per pay period, employees shall receive four dollars and twenty-five cents (\$4.25) per hour for all standby hours over fifty (50) standby hours per pay period. This shall not apply to employees who trade for or request additional standby in the standby rotation.

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

9.4.1 Extended Workday Relief Scheduling. Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who has worked an extreme extended workday (generally sixteen (16) hours or more) and requests the next day off or a change in the employee's start time or end time the following day when the employee continues to work past 11:00 p.m. or has been called in to work after

11:00 p.m. from standby status the previous night. To be considered, the employee must notify the Employer not later than two (2) hours in advance of the employee's scheduled shift if making such a request. At the employee's request, an annual leave day can be used. This schedule adjustment will not count as an occurrence per the Employer's Attendance Policy.

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

9.6 Certification Pay. Certified Lab Assistants and Central Service Technicians who obtain and maintain a C.S. Technician Certification shall receive an additional one dollar (\$1.00) per hour over their regular rate of pay.

9.7 Weekend Premium Pay. Any employee who works on a weekend shall receive one dollar and fifty cents (\$1.50) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay. Weekend premium pay shall not be included in the employee's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

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

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

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

#### ARTICLE 10 - MEDICAL AND INSURANCE BENEFITS

10.1 Health Insurance. All employees who have an assigned FTE of thirty-two (32) hours or more per pay period are eligible to enroll in the Employer's benefit program on the first of the month following thirty (30) days of continuous employment. For those employees who have an assigned FTE of at least forty-eight (48) hours per pay period, the Employer will provide a medical and dental option that pays the employee premium and at least fifty percent (50%) of the cost of dependent coverage.



All employees who have an assigned FTE of thirty-two (32) to forty-seven (47) hours per pay period will be able to participate in benefits as defined in the Employer's benefit program, which will provide a medical and dental option that pays fifty percent (50%) of the cost of employee-only coverage and at least fifty percent (50%) of the corresponding dependent premium. All employees may participate in available flexible spending accounts.

10.1.1 Premiums. Any premium changes will become effective January 1 of each year. Future increases or decreases to insurance premiums will be shared equally by the Employer and the employee. Meaning the percentage premium increase or decrease when converted to dollars at each tier level, will be split equally between the Employer and the employee. Future increases or decreases to insurance premiums will not be higher than the premium increases or decreases applicable to all other St. Anne Hospital employees.

10.2 Life Insurance. All eligible employees will be covered by CHI Franciscan Health life insurance.

10.3 Long-Term Disability. All will be covered by CHI Franciscan Health long term disability insurance.

10.4 Pre-Tax Flexible Spending Account. The Hospital intends to maintain a pre-tax flexible spending account under Section 125 of the Internal Revenue Code providing Section 125 remains unchanged. This provides a pre-tax account to cover insurance premiums and medical and dependent care expenses. The components are pre-tax premiums for dependent coverage and pre-tax flexible spending accounts for dependent care expenses and medical expenses not covered by insurance.

10.5 Retirement Plan. The Hospital will provide a retirement plan for regular status employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. The Employer agrees not to reduce the current level of Employer contributions (both basic and matching contributions) and eligibility requirements during the term of this Agreement.

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

10.7 Other Insurance. The Hospital will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with State law.

## ARTICLE 11 - ANNUAL LEAVE

11.1 Accrual. Fulltime and part time employees shall receive annual leave based upon hours of work not to exceed 2080 hours each anniversary year of employment. Accrual rates are based on the employee's date of hire, in accordance with the following schedule:

Upon Completion of:  
(2,080 hours = 1 year)

Annual Leave

1 year	18 days
2 years, 3 years	18 days (144 hours)
4 years, 5 years	26 days (208 hours)
6 years, 7 years	27 days (216 hours)
8 years, 9 years	28 days (224 hours)
10 years, 11 years	29 days (232 hours)
12 or more years	31 days (248 hours)

Any employee who has selected the wage premium in lieu of benefits option (Section 8.5) shall not be eligible for annual leave.

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

11.3 Scheduling. All annual leave requests must be in writing. Approvals are considered based on the staffing needs of the department. Each year, the Hospital shall receive annual leave requests for the twelve (12) month period beginning May 1 and continuing through April 30 of the following year. Requests filed by Feb 28 shall be approved by seniority or denied in writing no later than March 31. The Employer will make available on each unit/department by February 1 a list of current staff, ranked by seniority, for each shift. Requests to use annual leave will not be denied on the basis of insufficient accrual provided the employee can be reasonably expected to have accrued sufficient annual leave by the time it is to be taken.

Annual leave approved during this time may not be rescinded due to requests made after Feb 28, regardless of seniority. Annual leave requests made after Feb 28 will be approved based on date of request, or denied in writing within fifteen (15) days of submission or March 31, whichever is later. Subject to Departmental guidelines, annual leave requests for time between the Friday before Memorial Day and Labor Day may be limited to two (2) consecutive calendar weeks but will not be unreasonably denied. During that time, additional weekends off may be limited. The parties have a mutual interest in providing reasonable, unbroken stretches of requested vacation. If the Employer cannot approve a requested vacation, the supervisor will provide a written response explaining the rationale for the denial and, upon request, meet with the employee to attempt to discuss alternatives.

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

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

11.5 Work on Holidays. All employees who work on the following holidays, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one half (1 1/2) times the employee's regular rate of pay for all hours worked on the holiday.

11.6 Rotation of Holiday Work. Holiday work shall be rotated equitably by the Employer to the extent possible, based on patient care requirements and departmental needs.

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

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

## ARTICLE 12 - SICK LEAVE

12.1 Accrual. Full-time and part-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each 173.3 contributing hours of employment. The maximum accrual of sick leave shall be seven hundred twenty (720) hours per employee.

12.2 Payment. If a full-time or part-time employee becomes ill or injured, the Hospital shall pay the employee sick leave pay for each day of illness or injury beginning with the first day of missed work, up to the amount of the employee's accrued sick leave. Sick leave shall not be paid for illness or injury occurring during an employee's introductory period.

12.2.1 Family Care Leave. An employee may use available sick leave and/or annual leave, if eligible, to care for children with a health condition that requires treatment or supervision, as provided by state law. An employee may use accrued sick leave, and/or annual leave, if eligible, to care for a spouse, parent, parent-in-law, or grandparent with a serious health condition or an emergency condition, as provided by state law.

12.3 Pay Rate. Sick leave shall be paid at the employee's regular rate of pay.

12.4 Notification. Employees are encouraged to provide the Hospital with as much advance notice as possible in the case of illness or injury when they are unable to report for duty as scheduled. Employees shall notify the Hospital at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision. Failure to do so may result in loss of paid sick leave for that day. The Hospital shall give consideration to extenuating circumstances that make such notice requirements impossible.

12.5 Other Benefits. In cases where an employee is entitled to benefits under the Workers' Compensation Act or similar legislation, the Hospital shall pay the difference between those benefits and the employee's regular sick leave benefits. The employee's accrued sick leave shall be reduced on the same prorated basis.



12.6 Use of Sick Leave. There shall be no discipline for use of sick leave that is protected under federal or state law. Abuse of sick leave shall be grounds for discipline up to and including discharge. Prior to payment for sick leave, reasonable proof of illness may be required.

### ARTICLE 13 - LEAVES OF ABSENCE

13.1 In General. The Hospital shall adhere to the requirements under the federal Family Medical Leave Act (FMLA) and all other correlating and applicable state laws and regulations regarding similar leaves of absence. A written reply to grant or deny the request shall be given by the Hospital within thirty (30) days, or sooner if required by law.

13.2 Submitting a leave request. When leave is foreseeable, employees must provide thirty (30) days advance notice to the employer. Where leave is not foreseeable, nurses are encouraged to provide as much notice as is practicable.

13.3 Concurrence. FMLA will run concurrent to any leave granted under applicable state or local leave laws.

13.4 FMLA Leave. Upon completion of one (1) year of employment, an employee who has worked at least 1,250 hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Hospital shall maintain the Employer's contribution to the employee's health benefits during this leave, shall preserve any benefits or seniority accrued by the employee prior to taking leave, and shall reinstate the employee to the employee's former position or to an equivalent position at the conclusion of the leave. Under certain conditions set forth in the FMLA, this leave may be taken intermittently or on a reduced work schedule.

13.5 Use of Annual and Sick Leave. While an employee is on FMLA leave the employee must use annual and sick leave.

13.6 Washington Paid Family and Medical Leave. The hospital participates in the Washington State program provided under the Washington Paid Family and Medical Leave Act. If the employee qualifies for WPFML and the employee has accrued paid time available, the hospital will supplement wages, if the employee so chooses, to make up the difference between their regular wage and the benefit paid by Paid Family and Medical Leave. This will be administered to the extent permitted by law.

13.7 Donation of Leave. In the event an employee has exhausted the employee's own, accrued leave and takes unpaid leave for either the birth or adoption of a child, the employee may receive donated annual leave hours from co-workers. Donations must be a minimum of four (4) hours which will be converted to the regular rate of pay of the person taking the leave.



13.8 Medical Verification. Prior to the employee returning from leave under this Article, the Hospital may require a statement from the employee's health care provider verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position.

13.9 Health Leave. After one (1) year of continuous employment, a leave of absence of up to six (6) months shall be granted to an employee for the employee's own health condition. Health leave must be supported by a recommendation from the employee's health care provider. An employee on approved health leave shall not lose benefits accrued to the date such leave starts. If the employee's health leave does not exceed twelve (12) weeks, inclusive of leave taken under the FMLA, and/or Washington state leave laws and/or leave taken due to pregnancy disability upon request, the employee shall be returned to the employee's former position or to an equivalent position. If the employee's health leave exceeds twelve (12) weeks, but does not exceed six (6) months, inclusive of leave taken under the FMLA, and/or Washington state leave laws and/or leave taken due to pregnancy disability upon request, the employee shall be offered the first available opening for which the employee is qualified.

13.9.1 Health Leave taken for Disability Due to Pregnancy. An employee who is on health leave due to a pregnancy-related disability shall be entitled to reinstatement to her former position or to an equivalent position even if her leave exceeds twelve (12) weeks.

13.9.2 Use of Annual and Sick Leave. While an employee is on health leave, the employee must use annual and sick leave.

13.9.3 Medical Verification. Prior to the employee returning from a health leave of absence, the Hospital may require a statement from the employee's healthcare provider attesting to the employee's capability to perform the work required of the position.

13.10 Child Care Leave. After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those provided for under the Family and Medical Leave Act without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to the first available position for which the employee is qualified consistent with the process established in Section 5.7 (Job Openings) of this Agreement. Such leave shall not exceed one (1) year.

13.11 Bereavement Leave. Up to forty (40) hours of paid leave (prorated for part-time employees) shall be allowed for a death in the immediate family. Bereavement leave will also be available when an employee or an employee's spouse or current domestic partner suffers a miscarriage. The employee may choose to take the time in no more than two increments, however, all forty (40) hours of bereavement leave must be utilized within ninety (90) days of the death. Immediate family shall be defined as grandparent, parent, wife, husband, domestic partner, brother, sister, child or grandchild or great grandchild, in the process of or legally adopted child, son or daughter-in-law, brother or sister in-law, mother or father-in-law, or step siblings, parents, children grandparents, and grandchildren.

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

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

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

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

13.16 Return From Leave. Employees who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the employee is qualified consistent with the provisions of Section 5.7 (Job Openings). Employees who have not returned to work by the expiration date of the approved leave of absence may be terminated.

13.17 Medical & Dental Benefits Continuation. Except as provided in Section 13.9 above, during an approved leave of absence, an employee will remain eligible for Hospital-paid benefits by using at least forty-eight (48) hours of accrued sick and/or vacation leave per pay period. If an employee's accrued sick and/or vacation leave does not cover the entire leave of absence, the Hospital will continue to provide benefits through the end of the month in which the leave of absence starts or accrued leave is exhausted, whichever is later. Thereafter, the employee has the option to self-pay medical and dental expenses for up to six (6) months from the date the leave starts.

13.18 Union Leave. If an employee desires to obtain a position with the Union, the employee may request an extended unpaid leave of absence. The Employer reserves discretion as to whether such requests will be granted based on unit/department needs and patient care needs. Leave to assume a position with the Union will not exceed six (6) months in length. Employees on Union Leave will accrue seniority.

#### ARTICLE 14 - COMMITTEES

14.1 Labor-Management Committee. The purpose of the Labor-Management Committee is to assist with personnel and other mutual problems through fostering improved communication and working conditions between the Employer and employees. The Committee shall identify, evaluate and discuss areas of concern and where appropriate compile and evaluate data. The Committee shall recommend solutions to identified problems including patient and employee satisfaction and employee recruitment and retention. One of the tools the Committee may use to improve patient care systems and operations is the continuous quality improvement process.

The Committee shall consist of up to four (4) representatives of the Employer (including the Assistant Administrator for Human Resources) and up to four (4) Union selected representatives of the employees (including at least one [1] from the Specialty Center). All members of the Committee shall be employees of the Hospital. The Committee will meet monthly unless otherwise agreed to by the Committee.

Four times a year, the Service and RN Labor Management Committees shall meet jointly with the union and management members of both committees. These joint meetings shall be scheduled by the parties at the beginning of each year, with one joint meeting taking place each quarter. The joint meetings shall include up to six (6) representatives of the Employer, plus a Human Resource representative and up to six (6) union representatives of the nurses and service employees, plus a union organizer. These joint meetings shall replace the separate RN and Service committee meetings for the months that they are scheduled.

14.1.1 Equity and Inclusion. Issues regarding equity and inclusion of employees at the Hospital shall be a standing Committee agenda item, and the Committee shall identify and develop applicable data to inform its advisory role. Such data could include, but is not limited to, Employer EEO-1 demographic reports, data regarding work status changes for bargaining unit members (subject to employee confidentiality accommodations), and employer policies relating to discrimination and equity and inclusion.

The Labor-Management Committee (LMC) will attend a two-day all-day (16-hours total) or four (4) hour workshops (one 8 hour workshop or two 4 hour workshops) with labor and management separate and one 8 hour workshop or two 4 hour workshops with labor and management together intended to increase skill and awareness on hidden bias and cultural competency and to promote a better understanding of bias concerns that arise during the course of the Committee's work. The Committee will jointly select an independent facilitator within six (6) months of ratification with the intent of completing the training within nine (9) months of ratification. The facilitator will be paid by the Employer. The workshops will be on paid time for all committee members.

The Committee may consider whether to recommend extending training, workshops with labor and management separate or together, or elements of the training to additional bargaining unit members and/or management representatives as an aspect of being responsive to issues of equity and inclusion brought before the Committee. There will be no retaliation to any employee for raising complaints of discrimination or bringing discrimination concerns to the Committee.

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

## ARTICLE 15 - HEALTH AND SAFETY

15.1 Workplace Health and Safety. The Hospital will maintain a safe and healthful workplace in compliance with Federal, State and local laws applicable to the safety and health of its employees. The Hospital will continue its Safety Committee in accordance with regulatory requirements.



The purpose of this Committee shall be to investigate safety and health issues and to advise the Hospital of education and preventative health measures for the workplace and its employees. The Committee shall include two (2) employee representatives appointed by the Union. Employees are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee and/or the Hospital's Risk Manager.

15.2 Health and Safety. The Employer remains committed to providing education, products, and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Hospital shall also continue to provide confidential twenty-four (24) hour information and referral for employee sustaining occupational injury or exposure. This commitment to employees' health and safety is documented in the Hospital's Employee Health Program.

15.3 Product Evaluation Committee. The Employer's product evaluation committee will continue to review and evaluate medical devices that reduce or help prevent employee exposure to blood and/or body fluids. The Committee's evaluation of products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations. Committee membership shall include one (1) Union-appointed licensed practical nurse, and one (1) service employee.

15.4 Tuberculosis Exposure Control Program. Employees in high risk areas, as identified by Employee Health, will undergo PPD Screening annually or more frequently if required. Any employee who is a PPD converter as a result of an occupational exposure will be referred to an appropriate medical specialist for follow-up, including preventive therapy at no cost to the employee.

15.5 Hepatitis B Vaccine. The Employer will provide, free of charge, Hepatitis B vaccines to those employees who desire the immunization consistent with existing protocols.

15.6 Public Health Emergency & Infectious Disease. In the case of a declared State of Emergency involving a public health crisis creating special circumstances affecting the operations of the Hospital, the Hospital and the union, upon request, will meet to discuss safety measures. To ensure the safest possible work environment, the Hospital shall maintain and periodically review an Infection Control Prevention Plan in accordance with State and/or Federal Law. Copies of the Infection Control Prevention Plan shall be available to the Union upon request.

Screening: In the case of a suspected outbreak of a communicable disease, and when the Employer requires screening and/or testing for such communicable disease, the Employer shall offer such screening and/or testing for bargaining unit employees at no cost to the employee and provide testing results as soon as practicable.

PPE: Personal protective equipment will be provided and readily available in accordance with CDC, OSHA, and WISHA guidelines.

Vaccines: The Employer will provide the opportunity to receive all Covid-19 vaccine doses, including any CDC recommended boosters, at no cost to employees.

Training: The Employer will provide employees with training on the use of proper work methods and protective equipment required to perform hazardous duties. Matters arising that relate to the physical work environment, employee safety training or employee safety equipment should be presented to the supervisor immediately. The employee may also take steps to have the issue presented to the Safety Committee.

## ARTICLE 16 - STAFF DEVELOPMENT

16.1 Orientation. The objectives of orientation shall be to familiarize new employees with the objectives and philosophy of the Hospital and department services, to orient new staff to Hospital policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instruction and on-the-job training.

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

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

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

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

16.4 Job-Related Study. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study providing such leave does not jeopardize Hospital service. The employee would not lose accrued benefits including seniority and would be eligible to self-pay dental and medical insurance in accordance with Article 13 (Leaves of Absence). Upon application, an employee would be considered an internal applicant for any job category within the Hospital that would apply to a new status earned through job-related study. (For information regarding available degree-related tuition reimbursement, employees should contact the Human Resources Department.)

16.5 Education Leave. Employees shall be allowed up to sixteen (16) hours of paid educational leave per year (prorated for part-time employees); provided however, such leave shall be subject to scheduling requirements of the Hospital and approval of the subject matter by the Department Director. As a condition to receiving education leave, employees will be expected to share the information at department staff meetings.

ARTICLE 17 – TRAINING AND UPGRADING FUND

17.1 Training and Upgrading Fund. A Training and Upgrading Fund, to be known as the SEIU Healthcare 1199NW Joint Employer Training and Upgrading Fund (the “Training and Upgrading Fund”) will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively “Participating Employers”) as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Training and Upgrading Fund, which will be established by an Agreement and Declaration of Trust (“Trust Agreement”). The contribution to the Training and Upgrading Fund shall be an amount equal to one percent (1%) of the gross payroll of such bargaining unit employees (collectively “Employees”). Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/reserve/on call/temporary employees.

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

17.3 Trust Agreement. The Employer and Union agree to abide by the Trust Agreement.

17.4 Availability of On-site 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 Training and Upgrading Fund.

17.5 Fund Contributions, Records and Collections. The Employer shall remit the Training and Upgrading Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Training and Upgrading Fund and/or to enable the Training and Upgrading Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Training and Upgrading Fund.

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

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



## ARTICLE 18 - GRIEVANCE PROCEDURE

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

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

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

Step 1. Immediate Supervisor.

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

Step 2. Department Director.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance in writing to the Department Director (and/or designated representative) within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the employee (and the Union Delegate/Representative, if requested by the employee) and the Department Director (and/or designated representative) shall be held within fourteen (14) days for the purpose of resolving the grievance. The Department Director shall issue a written reply within fourteen (14) days following the grievance meeting.

Step 3. Hospital Administrator.

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Administrator (and/or designated representative) within fourteen (14) calendar days of the Step 2 decision. The Administrator (and/or designee) shall meet with the employee and the Union Delegate/

Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Administrator (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue to arbitration by providing written notification to the Employer within fourteen (14) calendar days following the receipt of the written reply from the Hospital Administrator or designee. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators from Washington and/or Oregon shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post hearing briefs, whichever is later, and the Arbitrator shall have no jurisdiction to decide the issue after that sixty (60) day period. The Arbitrator's decision shall be final and binding on all parties. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages, nor shall the arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure. Each party shall bear one half (1/2) of the fee of the Arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

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

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

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



## ARTICLE 19 - MANAGEMENT RIGHTS

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

## ARTICLE 20 - SUBCONTRACTING

20.1 No Current Plan. At the time of ratification of this Agreement, it is understood that the Employer has no plan or pending plan to subcontract any bargaining unit work.

20.2 Notice and Discussion. The Employer agrees to give the Union at least one hundred eighty (180) days' advance written notice prior to any decision to subcontract. The Employer will meet with the Union within three (3) weeks of the written notice to begin good faith discussions related to the potential subcontracting.

20.3 Employer Information. The Employer shall meet and confer with the Union, and will provide the Union with complete information concerning the proposed subcontracting, including but not limited to, the reasons, need, financial impact, affected work and employees, alternatives considered, and other factors as may be requested by the Union.

20.4 Possible Discussion Options. These good faith discussions of options and needs will include, but are not limited to:

- Union-proposed options and reasonable alternatives that could meet the Employer's primary business needs;
- Potential options with subcontractor that could enable hiring of affected St. Anne Hospital employees, in order of seniority to perform the work;
- Potential options with subcontractor related to union recognition.

20.5 Discussion Conclusion. Conclude the discussions regarding this subcontracting within one hundred twenty (120) days from the date the Employer provided advance written notice of the proposed subcontracting.

20.6 Effects Bargaining. The Employer agrees to bargain with the Union any and all effects of its subcontracting decision upon the employees including but not limited to severance benefits.

#### ARTICLE 21 - UNINTERRUPTED PATIENT CARE

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

#### ARTICLE 22 - GENERAL PROVISIONS

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

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

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

22.4 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the 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 in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

22.5 Successors. This Agreement shall be binding upon any successor Employer. The Hospital shall have the affirmative duty to call this provision to the attention of any successor organization. Should a successor employer fail to assume or comply with this Agreement, the Union agrees that the Employer shall not be liable for any damages resulting from such failure and agrees to indemnify and hold the Employer harmless from any damages or claims resulting from such failure.



ARTICLE 23 - DURATION

This Agreement shall become effective February 8, 2023, and shall continue in full force and effect through June 30, 2025. Should either party desire to amend the terms of this Agreement, a written notice of opening shall be submitted by certified mail no later than ninety (90) days prior to expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of Jun 22, 2023 5:42 PM PDT 2023.

ST ANNE HOSPITAL

DocuSigned by:  
*Will Owens*  
33933F594B10490...  
Will Owens  
Interim VP, Chief Human Resources Officer

SEIU HEALTHCARE 1199 NW

DocuSigned by:  
*Jane Hopkins*  
8981B9A2356D493...  
Jane Hopkins, RN, President

DocuSigned by:  
*Richard Robinson*  
AC6CBB323BED408...  
Richard Robinson  
System VP, Employee & Labor Relations

DocuSigned by:  
*Stacey Opiopio*  
4D4C47479EA8422...  
Stacey Opiopio  
Member Program Director

Adiam Gidey

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Adiam Gidey, RN, ICU

Amparo Raymundo

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Amparo Raymundo, Dietary Cook

Christine George

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Christine George, RN, PACU

Jenny Carter

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Jenny Carter, SPD Tech

Kara Shafer

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Kara Shafer, RN, Cancer Center

Maria Zetino

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Maria Zetino, EVS Tech

Melissa Sweetland-Heard

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Melissa Sweetland-Heard, RN, ED

Mona Denton

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Mona Denton, RN, OR

Tracy Lay

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Tracy Lay, RN, PCU/ICU





**Service Wage - APPENDIX A**  
**St. Anne Hospital**

**Year 1**

**Effective Upon Ratification**

CSH Position Title	BASE	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	YR 13	YR 14	YR 15	YR 16	YR 17	YR 18	YR 19	YR 20
CARE ASST-HEALTH UNIT COORD	21.17	21.58	22.59	22.99	23.42	23.85	24.31	24.80	25.30	25.81	26.33	26.86	27.40	27.82	28.38	28.81	29.39	29.83	30.43	30.89	31.51
CNA	21.17	21.58	22.59	22.99	23.42	23.85	24.31	24.80	25.30	25.81	26.33	26.86	27.40	27.82	28.38	28.81	29.39	29.83	30.43	30.89	31.51
COOK	20.33	20.74	21.65	22.07	22.46	22.81	23.25	23.72	24.19	24.67	25.16	25.66	26.17	26.58	27.11	27.52	28.07	28.49	29.06	29.50	30.09
ENVIRONMENTAL SVCS TECH	19.11	19.49	19.88	20.28	20.69	21.10	21.52	21.95	22.39	22.84	23.30	23.77	24.25	24.61	25.10	25.48	25.99	26.38	26.91	27.31	27.86
ENVIRONMENTAL SVCS TECH II	19.68	20.07	20.48	20.89	21.31	21.73	22.17	22.61	23.06	23.53	24.00	24.48	24.98	25.35	25.85	26.24	26.77	27.17	27.72	28.13	28.70
INVENTORY TECH	19.16	19.63	20.57	20.98	21.42	21.83	22.28	22.73	23.18	23.64	24.11	24.59	25.08	25.47	25.98	26.37	26.90	27.30	27.85	28.27	28.84
LAB ASSISTANT	19.55	20.07	21.04	21.58	22.14	22.68	23.27	23.84	24.42	25.04	25.66	26.17	26.69	27.09	27.63	28.04	28.60	29.03	29.61	30.05	30.65
LAB TECHNICAL ASST	20.86	21.38	22.44	22.99	23.61	24.17	24.78	25.39	26.03	26.68	27.32	27.86	28.41	28.84	29.42	29.86	30.46	30.92	31.54	32.01	32.65
NUTRITION ASST I	19.11	19.49	19.88	20.28	20.69	21.10	21.52	21.95	22.39	22.84	23.30	23.77	24.25	24.61	25.10	25.48	25.99	26.38	26.91	27.31	27.86
PERIOPERATIVE SUPPORT TECH	19.07	19.43	20.38	20.75	21.19	21.55	22.00	22.44	22.89	23.35	23.82	24.30	24.79	25.17	25.67	26.06	26.58	26.98	27.52	27.93	28.49
STERILE PROCESSING TECH	22.09	22.59	23.61	24.07	24.53	25.00	25.50	26.01	26.53	27.06	27.60	28.15	28.71	29.21	29.79	30.31	30.92	31.38	32.01	32.49	33.14
TRANSPORTER CNA	21.17	21.58	22.59	22.99	23.42	23.85	24.31	24.80	25.30	25.81	26.33	26.86	27.40	27.82	28.38	28.81	29.39	29.83	30.43	30.89	31.51
UNIT COORDINATOR	21.17	21.58	22.59	22.99	23.42	23.85	24.31	24.80	25.30	25.81	26.33	26.86	27.40	27.82	28.38	28.81	29.39	29.83	30.43	30.89	31.51

**Year 2**

**EFF Date - 7/1/23**

CSH Position Title	BASE	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	YR 13	YR 14	YR 15	YR 16	YR 17	YR 18	YR 19	YR 20
CARE ASST-HEALTH UNIT COORD	22.23	22.66	23.72	24.14	24.59	25.04	25.53	26.04	26.57	27.10	27.65	28.20	28.77	29.21	29.80	30.25	30.86	31.32	31.95	32.43	33.09
CNA	22.23	22.66	23.72	24.14	24.59	25.04	25.53	26.04	26.57	27.10	27.65	28.20	28.77	29.21	29.80	30.25	30.86	31.32	31.95	32.43	33.09
COOK	21.35	21.78	22.73	23.17	23.58	23.95	24.41	24.91	25.40	25.90	26.42	26.94	27.48	27.91	28.47	28.90	29.47	29.91	30.51	30.98	31.59
ENVIRONMENTAL SVCS TECH	20.07	20.46	20.87	21.29	21.72	22.16	22.60	23.05	23.51	23.98	24.47	24.96	25.46	25.84	26.36	26.75	27.29	27.70	28.26	28.68	29.25
ENVIRONMENTAL SVCS TECH II	20.66	21.07	21.50	21.93	22.38	22.82	23.28	23.74	24.21	24.71	25.20	25.70	26.23	26.62	27.14	27.55	28.11	28.53	29.11	29.54	30.14
INVENTORY TECH	20.12	20.61	21.60	22.03	22.49	22.92	23.39	23.87	24.34	24.82	25.32	25.82	26.33	26.74	27.28	27.69	28.25	28.67	29.24	29.68	30.28
LAB ASSISTANT	20.53	21.07	22.09	22.66	23.25	23.81	24.43	25.03	25.64	26.29	26.94	27.48	28.02	28.44	29.01	29.44	30.03	30.48	31.09	31.55	32.18
LAB TECHNICAL ASST	21.90	22.45	23.56	24.14	24.79	25.38	26.02	26.66	27.33	28.01	28.69	29.25	29.83	30.28	30.89	31.35	31.98	32.47	33.12	33.61	34.28
NUTRITION ASST I	20.07	20.46	20.87	21.29	21.72	22.16	22.60	23.05	23.51	23.98	24.47	24.96	25.46	25.84	26.36	26.75	27.29	27.70	28.26	28.68	29.25
PERIOPERATIVE SUPPORT TECH	20.02	20.40	21.40	21.79	22.25	22.63	23.10	23.56	24.03	24.52	25.01	25.52	26.03	26.43	26.95	27.36	27.91	28.33	28.90	29.33	29.91
STERILE PROCESSING TECH	23.19	23.72	24.79	25.27	25.76	26.25	26.78	27.31	27.86	28.41	28.98	29.56	30.15	30.67	31.28	31.83	32.47	32.95	33.61	34.11	34.80
TRANSPORTER CNA	22.23	22.66	23.72	24.14	24.59	25.04	25.53	26.04	26.57	27.10	27.65	28.20	28.77	29.21	29.80	30.25	30.86	31.32	31.95	32.43	33.09
UNIT COORDINATOR	22.23	22.66	23.72	24.14	24.59	25.04	25.53	26.04	26.57	27.10	27.65	28.20	28.77	29.21	29.80	30.25	30.86	31.32	31.95	32.43	33.09

Year 3

EFF Date 7/1/24

CSH Position Title	BASE	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11	YR 12	YR 13	YR 14	YR 15	YR 16	YR 17	YR 18	YR 19	YR 20
CARE ASST-HEALTH UNIT COORD	22.90	23.34	24.43	24.86	25.33	25.79	26.30	26.82	27.37	27.91	28.48	29.05	29.63	30.09	30.69	31.16	31.79	32.26	32.91	33.40	34.08
CNA	22.90	23.34	24.43	24.86	25.33	25.79	26.30	26.82	27.37	27.91	28.48	29.05	29.63	30.09	30.69	31.16	31.79	32.26	32.91	33.40	34.08
COOK	21.99	22.43	23.41	23.87	24.29	24.67	25.14	25.66	26.16	26.68	27.21	27.75	28.30	28.75	29.32	29.77	30.35	30.81	31.43	31.91	32.54
ENVIRONMENTAL SVCS TECH	20.67	21.07	21.50	21.93	22.37	22.82	23.28	23.74	24.22	24.70	25.20	25.71	26.22	26.62	27.15	27.55	28.11	28.53	29.11	29.54	30.13
ENVIRONMENTAL SVCS TECH II	21.28	21.70	22.15	22.59	23.05	23.50	23.98	24.45	24.94	25.45	25.96	26.47	27.02	27.42	27.95	28.38	28.95	29.39	29.98	30.43	31.04
INVENTORY TECH	20.72	21.23	22.25	22.69	23.16	23.61	24.09	24.59	25.07	25.56	26.08	26.59	27.12	27.54	28.10	28.52	29.10	29.53	30.12	30.57	31.19
LAB ASSISTANT	21.15	21.70	22.75	23.34	23.95	24.52	25.16	25.78	26.41	27.08	27.75	28.30	28.86	29.29	29.88	30.32	30.93	31.39	32.02	32.50	33.15
LAB TECHNICAL ASST	22.56	23.12	24.27	24.86	25.53	26.14	26.80	27.46	28.15	28.85	29.55	30.13	30.72	31.19	31.82	32.29	32.94	33.44	34.11	34.62	35.31
NUTRITION ASST I	20.67	21.07	21.50	21.93	22.37	22.82	23.28	23.74	24.22	24.70	25.20	25.71	26.22	26.62	27.15	27.55	28.11	28.53	29.11	29.54	30.13
PERIOPERATIVE SUPPORT TECH	20.62	21.01	22.04	22.44	22.92	23.31	23.79	24.27	24.75	25.26	25.76	26.29	26.81	27.22	27.76	28.18	28.75	29.18	29.77	30.21	30.81
STERILE PROCESSING TECH	23.89	24.43	25.53	26.03	26.53	27.04	27.58	28.13	28.70	29.26	29.85	30.45	31.05	31.59	32.22	32.78	33.44	33.94	34.62	35.13	35.84
TRANSPORTER CNA	22.90	23.34	24.43	24.86	25.33	25.79	26.30	26.82	27.37	27.91	28.48	29.05	29.63	30.09	30.69	31.16	31.79	32.26	32.91	33.40	34.08
UNIT COORDINATOR	22.90	23.34	24.43	24.86	25.33	25.79	26.30	26.82	27.37	27.91	28.48	29.05	29.63	30.09	30.69	31.16	31.79	32.26	32.91	33.40	34.08

## ADDENDUM 1

### St. Anne Hospital

#### Ten (10) Hour Shift Schedule

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

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Employees working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than two (2) hours beyond the end of a scheduled shift, all additional overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x).
3. Notification. Employees working the day shift must notify the Hospital two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the evening or night shift must notify the Hospital three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.
4. 7/70 Schedule. Employees scheduled to work seven (7) ten (10) hour days on duty, followed by seven (7) days off duty, shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for all work performed on their scheduled week off duty.
5. Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between scheduled ten (10) hour shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one half (1 1/2). This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.



## ADDENDUM 2

### St. Anne Hospital

#### Twelve (12) Hour Shift Schedule

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

1. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Employees who work in excess of twelve (12) hours but up to thirteen (13) hours in a day or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times the regular rate of pay. If an employee works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. Notification. Employees working the day shift must notify the Hospital two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the evening or night shift must notify the Hospital three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.
4. Work On Day Off. If an employee is regularly scheduled to work thirty-six (36) or more hours per week, the employee will be regarded as a full-time employee for purposes of Section 7.18 (Work On Day Off), of the Agreement.
5. Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between scheduled twelve (12) hour shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one half (1 1/2). This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST ANNE HOSPITAL

AND

SEIU HEALTHCARE 1199 NW

1. Financial Assistance. CHI Franciscan employees may benefit from the same financial assistance that CHI-Franciscan offers to all patients. Obtaining financial assistance is an interactive process that involves participation of the employee. With regard to employees who are also patients at CHI Franciscan facilities, when assistance is sought by the Employee, the Employer commits to its policy of offering assistance to resolve medical debt prior to referring the employee to collections. The Employer will send an annual letter describing the Financial Assistance program.
2. Health Bonus. If a wellness incentive is not offered in benefit plan year 2023, or if it is reduced below \$450, those employees who participate in Employers benefit plan will be entitled to a Health Bonus up to \$450 based on participating in a hospital-based program designed to encourage wellness activities in calendar year 2023. The hospital-based program will be designed by management with input from the Labor Management Committee. Any earned health bonus will be paid in a lump sum in the first pay period of February 2024 as part of the employee's regular pay and subject to applicable tax withholding. In order to receive the payment, the individual must be employed on the date of payment. The same benefit will be maintained in 2024, and payable in a lump sum in the first full pay period of February 2025. The union and employer agree that this obligation will end December 31, 2024.
3. Wellness Committee. The Employer and the Union share a mutual interest in researching best practices in cost containment features and the benefits that ensure quality but also address increasing costs. To achieve these ends, there will be a benefits subgroup of the Labor-Management Committee. The Union will appoint up to a total of five (5) representatives from the represented bargaining units including one (1) organizer. The Employer will appoint up to five (5) Management representatives including up to two (2) HR representatives. The subgroup shall be advisory and shall begin by within ninety (90) days of the date of ratification. The subgroup will meet monthly, for up to 90 minutes per meeting, through the sixth (6th) month following the date of the first meeting. After the sixth month, wellness will become a regular topic on the Labor Management Committee agenda. All representatives in the subgroup will be on paid release time for the meetings. The Employer and the Union agree to engage in a fully transparent process of information sharing that will lead to stronger engagement and overall success. The subgroup will also explore wellness best practices, hospital wellness participation data and to make recommendations for program improvements to management and the Union.

If the subgroup develops any mutually agreed upon recommendation for changes, the Union and management shall, upon the request of either party, use the Labor Management Committee to review the recommendations.

In performing its work, the subgroup will concentrate its efforts on:

- a. Understanding bargaining unit employee utilization
  - b. Reviewing St. Anne Hospital wellness program results with the goal of improving health outcomes;
  - c. Education regarding preventative care; and
  - d. Education regarding the use of generic drugs as a key pharmacy benefit.
4. \$16.34 Base. Effective two pay periods following the date of ratification, all steps in all job classifications that are below sixteen dollars and thirty-four cents (\$16.34) an hour will move immediately to sixteen dollars and thirty-four cents (\$16.34) an hour. These steps shall remain at sixteen dollars and thirty-four cents (\$16.34) an hour until the frozen wage step rates would otherwise move above sixteen dollars and thirty-four cents (\$16.34) an hour because of future increases to the scale. Incumbents shall retain their anniversary date for purposes of step advancement (it is possible that an incumbent will advance a step number and remain at sixteen dollars and thirty-four cents (\$16.34) an hour as a result of that step advancement.)
  5. Wound Care Tech. Add Wound care Tech job title and scale, the same scale as the current LPN scale, to the Service agreement. Wound care techs shall receive the same across-the-board increases as other Service job classifications. Jonathon Peifer shall change title to Wound Care Tech and remain at his current step on the pay scale.
  6. LPN. If the Employer reintroduces LPN's into our staffing skill mix after the date this MOU is signed, the Employer will notify the Union prior to the LPN positions being posted. The parties at that time shall identify all compensation and working conditions specifically regarding LPNs from the 2015-2019 LPN Collective Bargaining Agreement and using it as a starting point for bargaining a new LPN Collective bargaining Agreement.
  7. EVS C.H.E.S.T. Program. The parties will meet within 60 days of ratification to determine a plan for a voluntary program for certification (through CHEST or another equivalent program) for Environmental Services employees through the SEIU Healthcare 1199NW Training Fund. The SEIU Healthcare 1199NW Multi-Employer Training Fund shall participate in the meeting. The parties shall decide on criteria for EVS staff to participate in the program, with the goal that all staff who wish to participate in the program shall have the opportunity to do so over the course of the Collective Bargaining Agreement, taking into consideration employer needs. EVS staff who become certified and maintain certification shall be paid \$1.00/hour premium above their base rate of pay.
  8. One Time Enrollment and Dental. A one-time, mid-year Annual Enrollment will occur as soon as practicable for the current Zenith Core Medical plan participants in order for them to enroll in the CHI Medical Plan with an effective date of May 1, 2020. Employees enrolled in the CHI Dental plan will convert to dental premiums offered to other Franciscan employees and receive a retroactive premium adjustment to January 1, 2020 representing the difference between the 2019 Highline CBA's dental rate and the 2020 CHI Franciscan standard dental rates. The rebate will be added to the regular paycheck within three pay periods of the premium change. Employees will receive retroactive premium adjustment to January 1, 2020 representing the difference between 2019 Highline CBA dental rates and the 2020 CHI Franciscan standard dental rates.



The rebate will be added to the regular paycheck within three pay periods of the premium change. *Note:* the above-stated language is included in this 2022-2025 CBA for historical purposes only.

Core Medical Plan through Zenith. Any employee (or qualified dependent enrolled in the plan) covered on the Core Medical Plan through Zenith, effective January 1, 2020 through date of ratification date, who sought medical services through an FMG provider, that was under the Plan's network in 2019, and received a denial (due to out of network only) will be reimbursed for out-of pocket expenses in accordance with the 2019 Plan Documents. Any employee seeking review of a denied claim must bring this to the attention of Human Resources for assistance and coverage and calculation of payment. Other consideration after date of ratification would be for emergent medical services only until full transition over to the CHI Medical Plan. For employees enrolled in the 2020 Zenith Employee + Child tier, a \$200 lump sum bonus will be paid the first pay period of January 2021. *Note:* the above-stated language is included in this 2022-2025 CBA for historical purposes only.

9. The employer agrees not to pass on any premium increases for calendar year 2021. Thereafter Employers proposal 10.1.1 will apply. *Note:* the above-stated language is included in this 2022-2025 CBA for historical purposes only.
10. Virtual New Employee Orientation. During the life of this contract, if the hospital continues to hold New Employee Orientation virtually, the hospital shall continue to provide the Union with a list of new hires every two weeks, including name, employee ID, job title, FTE, address, and home telephone number. In addition, the Union may provide the Employer with an information flier, or handout concerning a virtual "welcome" meeting that the Employer will share with new bargaining unit employees.
11. Safety. Hospital Administration, including a representative from the Security Department, shall, within ninety (90) days of contract ratification, meet with the Safety Committee for up to two (2) hours to review concerns regarding parking and facility exterior safety security issues. As provided for in Section 14.2, the Safety Committee will meet on a schedule sufficient to comply with regulatory requirements. The Safety Committee shall have discretion to meet more frequently, up to and including, on a monthly basis. Upon request from committee members, hospital administration will meet with the safety committee for up to two hours per quarter. The employees who attend the meetings shall be on paid time.

The committee will review potential solutions to safety issues, including but not limited to:

- a. the adequacy of parking security, security gates in the parking garage, security escort services and regular security patrols in parking lots/areas especially in hours of darkness;
- b. how and when to properly screen visitors to the Emergency Department, use and need of security rooms or locked security rooms or other options, and weapons screening at the Emergency Department entrances;
- c. ensuring all employees have access to a personal safety device provided by the employer within six (6) months of ratification.

During the term of this Agreement, the hospital will not reduce any security measures without prior discussion in the Safety Committee, absent exigent circumstances.

The committee will also receive reports from management representatives on their work with local authorities to improve safety in the vicinity of the Hospital.

12. Break Room Access. All EVS staff will be welcome in break rooms where they normally clean with exceptions to the physician break room and secured break rooms (i.e. pharmacy and the lab) assuming it does not extend the period of their break, or violate infectious disease safety guidelines. They will have access to water, restrooms, refrigerators, and any other resources available to staff who use that given breakroom.

13. Virtual New Employee Orientation. During the life of this contract, if the hospital continues to hold New Employee Orientation virtually, the hospital shall continue to provide the Union with a list of new hires every two weeks, including name, employee ID, job title, FTE, address, and home telephone number. In addition, the Union may provide the Employer with an information flyer, or handout concerning a virtual “welcome” meeting that the Employer will share with new bargaining unit employees.

14. Inclement Weather and Disaster Response. The Employer and employees will follow and otherwise be subject to Policy 215.00, (“Inclement Weather and Disaster Response”). In the event inclement weather or a disaster necessitates that an employee remain at the hospital, the Employer shall provide sleeping accommodations.

Memorandum of Understanding  
Between  
St. Anne Hospital  
and  
SEIU Healthcare 1199 NW

EVS

Structure:

Within ninety (90) days of ratification, the parties will include Environmental Services (EVS) as part of the Labor Management Committee (LMC). This committee will develop review operations of the EVS department based on data including the census, admit, discharge and transfer data, extended wait times, infection rates by unit, industry standards and any additional information identified by the committee in order to discuss safe environmental services staffing levels throughout. Union representatives will be chosen by the Union. Members of this committee shall be compensated for their attendance at committee meetings at their appropriate rates of pay.

Purpose:

The parties recognize that environmental services work spans across the entire facility and plays an essential role in patient throughput, patient satisfaction and caregiver satisfaction. The parties agree that EVS home area assignments foster teamwork, expertise, and a clean care environment. During the term of this Agreement, the hospital will not change the current process of home area assignments without prior discussion in the LMC absent exigent circumstances.

To that end, the Employer will continue to use home area assignments. All areas will have regular assignments. While efforts are made to allow for regular assignments, employees may be assigned to other areas to ensure that throughput and patient needs are addressed.

At the first joint Service/RN LMC after ratification, EVS will be included in the Service/RN LMC to discuss:

1. Reviewing the current terminology used.
2. Review current home area assignments.

The Employer will endeavor to have consistency in work assignments whenever possible. As part of the committee work, the parties will review data on an ongoing basis.

During the committee meetings, the committee may recommend other process improvements such as:

- whether to post home area assignments when vacated, and/or
- feasibility of physical posting of open positions in the Department, and/or
- feasibility of emailing open positions to EVS staff.

Process for Escalating Assignment and Staffing Concerns

EVS staff with concerns about their assignment or staffing should address concerns with their lead. Staffing and workload issues should be addressed promptly by the lead at the time of occurrence, during the escalation process the caregiver may refer to industry standards.

The escalation may be resolved through resources such as adjustments in assignments, the use of other staffing resources (e.g., calling in additional staff, moving staff from home area assignment), adjustments to work loads, adjustments to work schedules, or other resources. To assist in addressing an EVS Tech's immediate concern, the lead and/or EVS Tech shall have the authority to take the steps outlined below:

- Take the concern to the Supervisor;
- Contact the manager (manager on call or designee) for additional assistance;
- Escalate urgent, unaddressed concerns up through the Director.

EVS Techs will not be counseled, disciplined, and/or retaliated against for escalating staffing concerns.

#### Staffing Issue Escalation:

The escalation of immediate staffing concerns will be utilized as described in XX.X Process for Escalating Assignment and Staffing Concerns outlined above. In the interest of solving immediate patient care and environmental services safety issues, both parties agree that in the case that there are ongoing staffing concerns, the union will make a good faith effort to bring concerns to the LMC meeting to seek resolution. If the committee is unable to meet in a timely manner, and/or a resolution cannot be reached, the issue may be escalated to the system director of EVS for resolution, or the next level up, if the EVS System leader had already been involved.

#### Assignments and Relief:

EVS staff will be trained and oriented to their home area assignment and any area they are expected to work and float. EVS staff, who are floated may raise a concern about the new area of floating and management will ensure the staff member is properly oriented before they are deployed.

#### Workplace Safety:

1. The LMC will discuss patterns and trends related to workplace safety, injury, and light duty, as well as cleaning and disinfectant products utilized by the employer.
2. Cart Maintenance. To help prevent workplace injury and ensure the safety of all EVS staff, the employer commits to maintaining quality carts for EVS staff to use throughout the hospital. Carts with significant repairs needed will be prioritized for replacement. Employees are to report any issues concerning equipment (including carts) that need repair and/or maintenance to their supervisor.



LETTER OF UNDERSTANDING

BETWEEN

ST ANNE HOSPITAL  
AND

SEIU HEALTHCARE 1199 NW  
(Service Unit)

1. Alcohol and/or Chemical Dependency (June 1999). The Hospital and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions.

The Hospital and the Union support efforts which will enable the chemically impaired employee to remain employed so long as performance expectations are maintained.

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

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

In circumstances where this program is not applicable, the Hospital will require an individually-tailored return-to-work agreement that will include a random monitoring program. The Hospital further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions.

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

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

2. Current Employees Exempted from the Union Shop Provision. The Union and the Employer agree that those employees employed by St. Anne Hospital in any capacity on July 9, 2004, who are not members of the Union on July 9, 2004, shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an employee join the Union after this

Agreement is ratified, the employee shall comply with the membership commitments of Article 2 thereafter.

3. Union Membership and Applicants for Employment. The membership provisions set forth in Section 2.1 are not intended to apply to individuals who have received offers of employment from the Hospital and/or have accepted employment offers from the Hospital for bargaining unit positions prior to July 9, 2004, but are not yet on the job as of July 9, 2004. The Union membership provisions are only intended to apply to new hires that receive and accept employment offers for bargaining unit positions after July 9, 2004.
4. Voluntary Political Action Fund Deductions. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse St. Anne Hospital for the reasonable cost of administering the COPE check-off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check-off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check-off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for the reasonable costs of administering the check-off.
5. Work Day. It is not the intention of the Employer to move the general work force to shifts of less than eight (8) hours in duration nor is it the intent of the Employer to establish short shifts as the prevalent or dominant shifts. The normal work day referred to in Section 7.1 is intended to include scheduled shifts of less than eight (8) hours in duration when determined to be necessary for that particular clinical service or department.
6. Meal and Rest Periods. It is understood between St. Anne Hospital and the Union that: (1) Providing meals and rest breaks during the work day are an important health and safety concern; (2) During the Collective Bargaining Agreement, the Employer will explore possible new options to record meal periods and rest breaks; and (3) Employees will not be disciplined or receive any recrimination by reporting missed meal periods and rest breaks.
7. Negotiations. Employees participating in union negotiations will be eligible to receive donated vacation or annual leave from other employees. The donations must be a minimum of one (1) hour, which will be converted to the regular rate of pay of the person participating in union negotiations, based on a mutually agreed upon donation process.
8. Staffing and Workload. This paragraph 8, Staffing and Workload, and its subparts relates to the Employer's Service bargaining unit employees who are not covered under the new state law on staffing and its staffing concern procedures. For these such employees, the Union and the Employer acknowledge that together the parties endeavor to provide a level of staffing consistent with safe patient care and the service the parties provide to the community. The parties are committed to the proposition that adequate staffing is necessary to meet the needs of our patients and to provide quality care.

Both parties acknowledge that changes in patient acuity, census and staff availability and workload requirements can occur rapidly, requiring mutual understanding and communication and flexibility.

Employee(s) who have concerns about staffing or workloads are encouraged to address the issues directly with their supervisor. Many staffing/workload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources by documenting the concerns on the appropriate form.

The employee(s) involved in the staffing concern may request the issue be presented to the Labor/Management Committee when:

- a. The supervisor has not responded to a documented concern within fourteen (14) days, or
- b. Persistent staffing concerns (e.g. six (6) weeks) continue to exist and have been documented, and the documentation given to the supervisor involved.

If the Labor-Management Committee determines that there is a genuine staffing issue, the committee may direct the manager/supervisor of the department to convene a departmental working group to review the issue and develop a recommendation to the Labor-Management Committee. The departmental working group shall ensure that the employee(s) identifying concerns, the delegate for the Department or Department designee and the manager/supervisor of that department are members of the working group, so that they may make presentations and present solutions to their concerns. Regular monthly staff meetings of that department may be utilized for the working group at the next meeting following notice of review.

An interdepartmental working group will be convened if the staffing concerns affect more than one department. The departmental working group or interdepartmental working group shall report to the Labor-Management Committee on their results and recommendations for resolving the staffing concerns.

The Labor-Management Committee shall review the report of the working group and make such recommendations as it deems advisable and submit a final report to administration within fourteen (14) days of receipt of the report of the working group. The CEO/designee shall make the decision known to the Labor-Management Committee within three (3) weeks of receipt of the final report. The parties recognize the final decision on staffing issues rests with Hospital Administration whose responsibility it is to ensure that an appropriate level of care is provided.

9. Union Meetings. Annual leave or unpaid personal leave (Section 13.6) may be approved to attend union Executive Board meetings, officer meetings, delegate meetings and training sessions, district delegate assemblies, or union conventions, subject to patient care needs/service requirements. As an alternative, with appropriate notice and subject to patient care/service requirements, the Employer will make a good faith effort to rearrange the work schedule to allow for time off while maintaining FTE status.

10. CNA Float Pool. The Employer and Union share a common interest in reducing the use of agency staff and overtime. The Employer shall in the future maintain a Certified Nurse Assistant (CNA) float pool, and intends to get this new program implemented as soon as feasible. To be eligible for a CNA float pool position, a CNA shall meet minimum requirements established by the Hospital. Seniority shall be the determining factor in filling CNA float pool positions, providing skill, competence, ability, experience and prior job performance are considered equal in the opinion of the Employer. Once selected for the CNA float pool, the CNA will be oriented to the appropriate units. Float pool CNA's nurses are expected to work on any assigned unit for which they are qualified. CNA's assigned to the float pool shall receive a one dollar and twenty-five cent (\$1.25) premium for all hours worked in the CNA float pool in addition to the CNA's regular rate of pay. The float pool premium shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. In the event a CNA currently employed by St. Anne Hospital is selected for the CNA float pool, transfer into the float pool will occur per Section 5.7, Job Openings, of the Agreement.
11. Ethical Dilemmas. The Hospital's Chaplains shall be asked by the Hospital, as a joint request of the Employer and the Union, to present for review of the Hospital's Ethics Committee the concerns presented by high-stress ethical dilemmas, development/coordination of a designated response "team" to provide emotional support, and possible referral to support services (e.g., EAP). After such review, the Ethics Committee shall report on its review and decision(s) to the parties' Labor-Management Committee.
12. In-Service Programs. To further support efforts in continuing education, the Hospital-Education Steering Committee (ESC) shall be asked by the Hospital, as a joint request of the Employer and the Union, to explore possible alternatives to help improve job-related in-services, such as in-service availability, staff coverage for in-service attendance, announcement improvements, monthly department presentations, "lunch 'n learn" programs, etc. The ESC shall periodically report on its review and decision(s) to the parties' Labor-Management Committee.
13. Vacation Preferences. The Employer and Union acknowledge that there is to be no preference when reviewing annual leave requests under the Collective Bargaining Agreement related to out-of-country trips over in-country vacations.
14. CNA Break Relief. The Hospital is committed to evaluating the missed break and meal patterns for CNAs after the new process removing 1:1 patient sitter assignments from the unit staffing matrix has been implemented and normalized.
15. Dietary, EVS, Central Service and Sterile Processing. Within 60 days of ratification and thereafter annually or as otherwise mutually agreed, the Labor Management committee will evaluate how these departments can best support patient care. The parties may invite additional individuals relevant to these departments to join the committee for this process.



16. Work Schedules. The Employer and the union have a joint commitment to developing regular, repeating schedule patterns wherever possible. Within 60 days of the ratification of this agreement the Labor-Management Committee shall meet to identify departments that do not have regular, repeating schedule patterns. The Labor-Management Committee will work with representatives of those departments to identify means to achieve increased schedule template consistency in the respective departments.
  
17. Standby Hours. When the total average standby per group of employees who have an expectation to share in the unit's overall standby hits 96 hours over a 30-day period, the Labor Management Committee will convene a meeting to evaluate and recommend a course of action with the goal to lower the standby hours expectation per employee.

April 2019

Dear CHI Franciscan employee,

Providing access to health care has been central to our mission since the Sisters of St. Francis founded our first hospital in Tacoma more than a century ago. We continue their legacy today by serving individuals and their families with needed health care services regardless of their ability to pay.

Below is information about our financial assistance program that we are sharing with CHI Franciscan employees for your reference. If you talk with patients, their families, or community members who have concerns about being able to pay for necessary health care services, please encourage them to learn more about our program. CHI Franciscan employees and their family members may also benefit from the same assistance we offer to patients in similar circumstances.

In our most recent fiscal year, we incurred costs of \$25,000,000 in providing charity (free and reduced-cost) care for individuals who could not afford to pay for necessary medical services. To determine eligibility for financial assistance, we consider:

1. **Medical necessity of services.** Necessary services are those which save one's life, make one well, or prevent a condition from becoming worse. In determining what is a necessary service, CHI Franciscan hospitals follow all requirements of the federal Emergency Medical Treatment and Labor Act, Section 246-453-010 of the Washington Administrative Code and applicable laws and regulations.
2. **Ability to pay for services.** We base our determination of eligibility for financial assistance on family income and household size. In order to make a final determination regarding eligibility for financial assistance, an applicant is required to complete a Financial Assistance Application, provide a single form of income verification per source of income, and must reasonably cooperate with CHI Franciscan. **As of July 1, 2016, free care may be available to patients with family income less than or equal to 300% of the U.S. Dept. of Health and Human Services Federal Poverty Guidelines.** Patients may also be eligible for assistance if paying the full cost of care would cause them to become impoverished. As of this year, 2019, the current U.S. Dept. of Health and Human Services Federal Poverty Guidelines are as follows:

Number of Persons in Family/Household	Family income that is 300% of the federal poverty level
1	\$37,470
2	\$50,730
3	\$63,990
4	\$77,250
5	\$90,510

When one of our patients registers, they are told financial assistance is available to patients who qualify, and are provided with a summary of CHI Franciscan's Financial Assistance Policy or directed to the website where they can view the summary. Patients who are uninsured, express an inability to pay, or have an interest in seeking financial assistance are provided with a packet of information that includes the Financial Assistance Application and contact information for an eligibility specialist who can answer questions and assist the patient with completing the application. To apply for assistance, the patient must complete and submit the Financial Assistance Application along with required attachments. **Patients can apply for and receive assistance, even after they receive services for which payments are still being collected.** After receiving an application, CHI Franciscan will then notify the patient in writing within 14 calendar days to confirm eligibility and amount of assistance. If the patient is ineligible, they will receive a brief explanation of the reason.

For more details about our program or to access application materials (available in several languages), please visit our public website at [www.chifranciscan.org/financialassistance](http://www.chifranciscan.org/financialassistance) or call 888-779-6380.

Thank you for continuing the Sisters' legacy of serving those in need with compassion and dignity.

Sincerely,

Rose Shandrow  
Senior Vice President, Mission

Mike Fitzgerald  
Chief Financial Officer

*Note:* the above-stated language is included in this 2022-2025 CBA for historical purposes only.