

Agreement between
SEIU Healthcare 1199NW & Evergreen Health

Evergreen Health
2022-2025 Contract
Social Workers & Chaplains
Bargaining Unit



SEIUHealthcare®
United for Quality Care

2022 - 2025
AGREEMENT
BETWEEN
EVERGREENHEALTH
AND
SEIU HEALTHCARE 1199NW
Social Workers and Chaplains Bargaining Unit

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

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all non-supervisory employees employed by the Employer in the following classifications: Case Manager II, Clinical Care Manager, Coordinator (including Bereavement and Social Work), ED Social Worker, Grief Counselor, Palliative Care Social Worker, Social Worker EHCS, Substance Abuse Services Coordinator, and Chaplain; excluding social workers in the Cancer/Cancer Registry Group, Senior Health Specialists and Community Healthcare Access Team, the Social Work Coordinator position within EHCS, the social worker in ENI, supervisors, confidential employees, and all other employees employed by the Employer.

ARTICLE 2 – UNION MEMBERSHIP AND DUES

- 2.1 **Membership – Current Employee.** Employees may choose to join the Union or remain members if they wish. The Hospital will provide information in response to bargaining unit employees’ inquiries but agrees to remain neutral with respect to their decision about union membership and payroll deduction.
- 2.2 **Dues Deduction.** The Hospital will honor a bargaining unit member’s authorization in accordance with its terms after receiving notice of the authorization terms in writing from SEIU, including both regular monthly dues and initiation fees. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved, and upon transmittal, the Hospital’s responsibility shall cease with respect to such deductions. The Union hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability which shall arise against the Hospital for or on account of any such deduction made from the wages of an employee pursuant to the terms of this Agreement. An employee’s request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the exclusive bargaining representative in accordance with the terms and conditions of the authorization with a copy to the Hospital.
- 2.3 **Bargaining Unit Roster.** Monthly, the Employer shall provide the Union with a list of all employees covered by this Agreement. The list shall include names, addresses, personal phone numbers, work emails, employee identification numbers, hire dates, job classifications, shifts, FTE, gross earnings for the preceding two (2) pay periods and hourly rates of pay for each employee. This list shall be transmitted electronically in a mutually agreeable format.

Each month, the Employer shall also send a list of new hires and their addresses, personal phone numbers and a list of all employees whose employment has been terminated during the previous month.

- 2.4 Delegates. The Union shall have the right to select a delegate(s) from among employees in the unit. The delegate shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking times, and shall not interfere with the work of other employees.
- 2.5 Bulletin Boards. The Employer will provide space on bulletin boards on all units and departments in which bargaining unit members are employed, near the cafeteria and in the EHCS area of the EvergreenHealth Plaza for the use of the Union. The Employer will determine the locations. The Union will provide a copy of posted materials to the Human Resources Department at the time of posting and all postings shall be dated and signed by a designated Union representative. No demeaning, inflammatory or derogatory material shall be posted. The Union agrees to limit the posting of Union materials to the bulletin boards and spaces designated by the Employer.
- 2.6 Access to Premises. The Union's duly authorized representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating working conditions and grievances; provided, however, the Union representatives first notify the Director of Employee and Labor Relations or designee. The Union shall not have access to patient care areas without prior approval from the Employer. Such visits shall not interfere with or disturb employees in the performance of their work, shall not interfere with patient care, and shall be limited to areas which do not violate the security and/or confidential files of the Employer.
- 2.7 Contract. The Employer shall distribute a copy of this Agreement to all new employees covered by this Agreement. The cost of printing such Agreement shall be borne by the Union. The Union may attach an introductory letter to the contracts to be distributed.
- 2.8 Union Meetings. In accordance with the Employer's policy, the Union may use designated meeting rooms of the Employer for meetings of the local unit, provided that sufficient advance request of the facility is made in accordance with the Employer's policies and procedures and space is available.
- 2.9 New Employee Orientation. Delegates and/or Executive Board members (or designees), not to exceed two (2) in number, may meet with new employees during orientation (on unpaid time), at a time designated by the Employer, to introduce employees to the Union and this Agreement. The Union shall provide a copy of this Agreement to the employee. The meeting shall not exceed thirty (30) minutes in duration, and shall be on paid time for the new employee. By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation. This list shall include the date of the orientation and the name, personal phone number, FTE, job classification, start date, shift and department of each new employee attending the orientation.
- 2.9.1 Virtual Orientation. If the Employer conducts orientation on-line, the Union may meet with employees virtually for new employee orientation. In this case, the

Union will provide a link for the orientation which the employer will then make available to new employees.

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

In consideration for the Employer's agreement regarding voluntary PAC Fund deductions, the Union agrees that neither bargaining unit employees nor Union representatives will solicit for political action fund deductions in work areas. Nor will there otherwise be any disruption to patient care or business operations. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the voluntary PAC Fund deductions. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts deducted is a reasonable amount to cover the Employer's costs of administering this deduction. Accordingly, the parties agree that the Employer will retain .25% of all amounts deducted for the voluntary PAC Fund to reimburse the Employer for its reasonable costs of administering the deductions.

- 2.11 Public Information Requests. The Hospital will notify the Union of any public records request that seeks personal information related to the bargaining unit as a whole. Notice will be provided as soon as practicable following receipt. The Hospital will make a good faith effort to provide notice prior to transmission any documents in response to such public records requests.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and meeting medical emergencies. Therefore, subject to the express terms and conditions of this Agreement, the management of the Medical Center and the direction of the work force, including the right to hire, classify, orient, train, assign, transfer, float, promote, suspend, discharge, maintain discipline, order and efficiency of its employees, and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to require reasonable overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the Medical Center shall be operated and to change such methods or

procedures, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to determine staffing requirements and staffing ratios; the right to determine the starting time for each shift; and the right to extend, limit or curtail its operations, including the right to utilize the services of registry/agency personnel, is vested exclusively in the Employer.

- 3.2 The Union recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 4 – DEFINITIONS

- 4.1 Full-Time Employee. An employee who is regularly scheduled on a continuing basis to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.
- 4.1.1 7-Day Staffing. An employee regularly scheduled on a continuing basis to work ten (10) hours per day on seven (7) consecutive days, followed by seven (7) consecutive days off work shall be regarded as a full-time employee.
- 4.2 Part-Time Employee. Except as provided in subsection 4.1.1 above, an employee who is regularly scheduled on a continuing basis to work less than forty (40) hours per week, or eighty (80) hours within a fourteen (14) day period.
- 4.3 Probationary Employee. An employee who has been employed by the Employer on a full-time basis for ninety (90) calendar days or less, or on a part-time basis for one hundred twenty (120) calendar days or less. The probationary period may be extended by mutual consent for a period not to exceed a total of six (6) months. Upon completion of the required probationary period, the employee shall become a regular employee. A probationary employee shall be eligible to receive benefits provided for in this Agreement in accordance with the eligibility criteria for those benefits. During or at the conclusion of the probationary period, either the Employer or the employee may decide to terminate the employment relationship for any reason without notice or pay in lieu of notice; such terminations shall not be subject to the grievance procedure.
- 4.4 Per Diem Employees. Employees who are hired to work during a period when additional work of any nature requires a temporarily augmented work force, or in the event of an emergency, or to relieve regular employees because of illness, leave of absence or to work during holidays or Paid Time Off periods. This definition shall include employees scheduled on an “on-call” basis. Per diem employees may be pre-scheduled voluntarily for shifts on a work schedule. Per diem employees must be available each year to work

at least one of the three winter holidays of Thanksgiving, Christmas Day or New Year's Day.

- 4.4.1 Application of Contract Provisions. Per diem employees shall receive a pay differential in lieu of benefits equivalent to fifteen percent (15%) of their straight time rate of pay. Per diem employees are eligible for standby pay, callback pay and shift differentials. Per diem employees shall not receive other benefits, including holiday benefit pay under 9.3, PTO benefits under Article 10, and continuing education funds and health insurance benefits under Article 12 (except as required by federal law), but may participate in the retirement plan subject to the terms of the plan. The just cause and progressive discipline provisions set forth in this Agreement shall not apply to per diem employees.
 - 4.4.2 Previously Accrued Seniority and Benefits. A regular part-time or full-time employee who changes to per diem status shall retain seniority and benefits pending return to regular part-time or full-time status. Seniority shall not apply while on per diem status. After return to regular part-time or full-time status, previously accrued seniority and benefit accruals shall be reinstated for wage and benefit eligibility purposes.
 - 4.4.3 Reclassification to Regular Employee Status. Per diem employees employed continuously for thirty (30) or more hours per month in the same position over a six (6) month period shall, upon request, be reclassified to regular employee status if qualified to perform the essential functions of the position in the judgment of the Employer; provided, however, this commitment shall not apply to per diem employees assigned to special projects, Paid Time Off coverage, or coverage for Extended Illness Bank or leaves of absence.
 - 4.4.4 Orientation. Per diem employees may seek orientation or re-orientation to areas with which they are unfamiliar, and the Employer agrees to provide the appropriate assistance upon an employee's reasonable request.
- 4.5 Preceptor. A preceptor is an experienced employee, proficient in clinical teaching and communication skills, who is specifically assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of an employee enrolled in a defined preceptor program, the parameters of which shall be developed in writing by the Employer. The preceptor is responsible for the specific, criteria-based, goal-directed education and training of an employee who is assigned a preceptor for an identified period of time. Department management will determine the need for preceptor assignments. As part of new employee training and education current employees may be asked but will not be required to perform the role of preceptor. It is understood that employees in the ordinary course of their professional responsibilities will be expected to participate in the orientation process for new employees. These orientation responsibilities, which are not considered responsibilities of preceptors exclusively, include such things as providing informational assistance, support and guidance to new

clinicians. Preceptor responsibilities will be considered when making patient care assignments.

- 4.6 Month and Year. For purposes of this Agreement and the method of computing wages, longevity steps, benefits and conditions of employment provided herein, a “month” shall be defined as 173.3 hours of work, and a “year” shall be defined as 2,080 credited hours or twelve (12) months, whichever occurs last. Credited hours include all fully compensated hours, including paid time off and callback hours, but excluding time on standby status pursuant to Section 8.5. Credited hours also include hours for which an employee is placed on low census, regardless of whether PTO is utilized, pursuant to Section 7.7.
- 4.7 Exempt and Non-Exempt Employees. The bargaining unit consists of both hourly, non-exempt employees and salaried, exempt employees. As of the effective date of this Agreement, salaried, exempt full-time employees are currently employed in Home Health and Hospice Home Care (including bereavement coordinators) and Palliative Care. In the event that the Employer desires to change an employee’s status from exempt to non-exempt or from non-exempt to exempt, the Employer will notify the Union forty-five (45) days prior to implementation and will bargain upon demand from the Union.

ARTICLE 5 – EMPLOYMENT PRACTICES

- 5.1 Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.
- 5.2 Personnel File. After the probationary period, employees shall have access to the information in their personnel file. Employees shall have the right to comment on the material and such comment shall be included in the employee’s personnel files. Employees shall receive electronic copies of all personnel actions that specify conditions of hiring, change in status, shift or leaves of absence.
- 5.3 Posting. The Employer shall electronically publish and post notices of positions to be filled for a minimum of five (5) days in advance of filling the position in order to afford present employees an opportunity to apply for consideration. Eligible employees interested in changing job classifications and/or shifts must submit an electronic request in accordance with the Employer’s policy regarding job bidding.
- 5.4 Orientation. Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instructional conference, floor and/or shift work. The objectives of orientation shall be to familiarize new personnel with the objectives and philosophy of the Employer and procedures, to orient new personnel to the Employer’s policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in job descriptions. The Employer shall provide orientation for new employees and to employees assigned new duties adequate for the employees to perform their tasks independently.
- 5.5 Discipline or Discharge. Discipline or discharge of regular full-time and regular part-time employees shall only be for just cause. The Employer shall be the sole judge of

whether there is cause for discipline, provided, however, that said judgment may be the subject of a grievance pursuant to Article 14 to determine whether or not that judgment was reasonable and was not arbitrary or capricious. "Just cause" shall include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay), provided, however, an employee may be subject to immediate dismissal or suspension based upon the seriousness of the offense. The employee will receive a copy of any written reprimands. Employees shall be required to sign and date the written warning for the purpose of acknowledging receipt thereof. An employee may request the attendance of a Union representative at investigative meetings as provided for and limited by law.

- 5.6 Notice of Resignation. Employees shall be required to give at least fourteen (14) calendar days' prior written notice of resignation. This fourteen (14) calendar day notice requirement shall not include days an employee is on PTO or EIB leave. Failure to give notice shall result in loss of accrued Paid Time Off benefits. The Employer will give consideration to situations that would make such notice by the employee impossible. For employees on 7-day staffing, the required notice period shall be twenty-one (21) days.
- 5.7 Notice of Termination. Employees who have completed the required probationary period shall receive at least fourteen (14) calendar days' notice of termination or pay (prorated for part-time employees) in lieu thereof (including any accrued Paid Time Off pay if the employee has worked one (1) calendar year or more), except in cases of discharge for just cause. For employees on 7-day staffing, the required notice period shall be twenty-one (21) days.
- 5.8 Performance Appraisal. A documented appraisal of performance shall be conducted at the end of the probationary period and annually thereafter. Upon request, the performance appraisal shall be made available to the employee.
- 5.9 Job Descriptions. A job description shall be established for each classification within the bargaining unit. If there is a significant change in the job duties of a job classification within the bargaining unit, the Employer will notify the Union in writing at least two (2) weeks prior to implementation of the change.
- 5.10 Use of Automobile. If an employee is required by the Employer to use his or her own automobile to travel in order to conduct the Employer's business, the Employer will continue its present policy of reimbursing the employee for tolls and parking and for mileage at the IRS rate. Business-related travel that is unrelated to patient care or other assigned responsibilities must be authorized in advance by the employee's manager or designee.
- 5.11 Subcontracting of Bargaining Unit Work. The Employer maintains the right to subcontract bargaining unit work, provided, however, that the Employer must provide the Union one hundred twenty (120) calendar days' advance notice of its decision to subcontract. During the 120-day period, upon request the Employer will provide information including the reason for subcontract, financial impact, affected work and affected employees and upon request the Employer will meet and confer with the Union

to discuss the implications of its decision and to consider any alternatives the Union may present. Such discussions will be concluded within thirty (30) calendar days from the date the Employer notifies the Union of its decision.

5.12 Successorship. The Employer will give the Union one hundred twenty (120) days' advance notice of the sale, merger, transfer, partnership or affiliation with a third party affecting the terms or conditions of employment of bargaining unit employees. During the 120-day period, upon request the Employer will meet and confer with the Union to discuss the implications of the decision and to consider any alternatives the Union may present. Such discussions will be concluded within thirty (30) calendar days from the date of notice by the Employer to the Union. The Employer will bring the existence of this Agreement to the attention of any successor.

5.13 Labor Management Committee. The Employer and the Union share a mutual objective in providing the public with the highest quality of professional care, and seek to live the mission of advancing the health of the community through dedication to high quality, safe, compassionate and cost-effective health care. Members of this bargaining unit seek to work with management to advance the mission of the Employer.

5.13.1 Purposes and Function. The purposes of the Committee are to foster improved communication between the Employer and bargaining unit members and to improve patient care, professional practice issues, efficiency, cultural competence and employee satisfaction. The Committee may address staffing issues, changes to community services and department productivity, and will seek to recommend solutions to identified problems and will function in an advisory rather than a decision-making role.

5.13.2 Composition. The Committee will consist of not more than four (4) representatives of the Employer and not more than four (4) bargaining unit employees (or three (3) bargaining unit employees and one (1) representative from the Union). The number of Committee participants may be expanded by mutual agreement of the Employer and the Union. The Committee will operate under the guidance of co-chairs, one to be selected by the Employer and one to be selected by the Union. For the first six (6) months following the effective date of this Agreement, the Committee will meet monthly. Bargaining unit Committee members will be compensated for up to one (1) hour at their regular rate of pay for scheduled time away from their regular work day to attend these monthly meetings. After six months, the efficacy of the Committee will be considered and the Committee may mutually agree to meet as often as monthly but will meet not less than once every two (2) months. If the meetings are mutually determined to occur less than once per month, bargaining unit Committee members will be compensated for up to 1.5 hours at their regular rate of pay for scheduled time away from their regular work day to attend these meetings.

5.13.3 Staffing. The Employer recognizes the importance of adequate staffing to the provision of quality patient care. Staffing levels shall be determined by management for each department and shall be based on patient care needs.

Employees who have concerns about staffing or workload are encouraged initially to address their issues directly with their supervisor. Staffing issues that are not resolved through this process may be brought to and considered by the Committee.

- 5.14 Contemplated Reduction of Community Services. In the event that the Employer contemplates or learns of any reduction in services provided by bargaining unit employees, the Employer agrees to meet with potentially impacted employees within thirty (30) days, to engage in a transparent discussion and to consider the employees' feedback.

ARTICLE 6 – SENIORITY, LAYOFF AND RECALL

- 6.1 Seniority. Seniority shall mean an employee's continuous length of service with the Employer from the employee's most recent date of hire, subject to the following: Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the employee's most recent date of hire. Time spent in a per diem position, in a position not covered by this Agreement, on the recall list or on an unpaid and unprotected leave of absence, will not be included in computing seniority and will result in an adjusted seniority date.
- 6.1.1 Termination of Seniority. Seniority shall terminate (1) upon cessation of the employment relationship (including as a result of discharge, resignation, retirement, or refusal to accept a comparable job opening [same classification, standard hours and shift] offered by the Employer while on layoff), (2) after twelve (12) consecutive months on layoff status, or (3) after failure to comply with specified recall procedures.
- 6.2 Layoff. In the event that the Employer determines that a reduction of personnel is necessary, the Employer shall first seek volunteers from the affected units. If the reduction need is not met by volunteers, then employees in the affected unit(s) will be laid off in the inverse order of their seniority, provided that the employees' qualifications (including skill, ability and experience) are considered substantially equal in the opinion of the Employer. For purposes of this section, an employee's qualifications will be considered equal to another employee's qualifications if that employee can reasonably be expected to be trained to perform the new job on an equal basis within one (1) month. Employees subject to layoff shall receive fourteen (14) days' notice of layoff or pay in-lieu thereof based on scheduled work days. The Employer will provide notice of layoff to the Union at least twenty-one (21) days in advance. Upon request, the parties will meet for the purpose of reviewing the procedure to be utilized and the order of layoff.
- 6.3 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, the order of reinstatement shall be in the reverse order of layoff, provided that the employee's skills and ability to fill the position are considered at least equal to others on the reinstatement roster in the

opinion of the Employer. There will be no loss of benefits if the employee is reemployed within twelve (12) months.

6.3.1 Employees shall be notified by certified mail at the employee's address on file in the Department of Human Resources, and by email to the employee's last known email address, of the date to return to work from recall. It shall be the employee's responsibility to keep the Employer informed as to the employee's current address. The employee shall respond to the notice of recall within four (4) days (excluding weekends and holidays) to indicate his or her interest in returning to work. If the employee does not respond within four (4) days but wants to be retained on the reinstatement roster, the employee will forfeit the right to recall to that position but the employee will remain on the roster. If the employee does not respond within seven (7) days, the employee will be removed from the roster and the employee's personnel records will be adjusted to reflect his/her termination. If the employee needs to give notice because of employment with another employer, up to fourteen (14) days will be allowed for returning to work.

6.3.2 Should an employee on the recall list be offered a job in a different job classification, the employee shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. At any time during this performance review period, the Employer will notify the employee in writing of any deficiencies in performance and what training and/or resources are available for the employee to correct the deficiencies. Except for situations involving safety issues or gross incompetence, the Employer will give two (2) weeks' advance notice of performance deficiencies prior to terminating the employee from the new position. If the employee fails to meet standards of performance, as determined by the Employer, the employee will no longer be allowed to continue in that position. The employee will be eligible for reinstatement to the employee's prior classification and prior department based upon available openings. If the employee is not reinstated due to the lack of an available opening, the employee will be treated as being on layoff status and subject to the recall provisions set forth in Section 6.3.

6.4 Restructure. A restructure of staff may occur when two (2) or more units/departments merge or consolidate; when the FTE complement on a unit is reconfigured or changed; or when a change in staffing pattern (e.g. 8-hour staffing to 10-hour staffing, or vice versa) or change in skill mix occurs. If a restructure of a unit/department affects twenty-five percent (25%) or more of the employees in the unit/department, then the Employer shall allow all employees in the affected jobs classifications to re-bid on the available remaining positions on the basis of seniority, provided that the employees' qualifications (including skill, ability and experience) are considered substantially equal in the opinion of the Employer. For purposes of this section, an employee's qualifications will be considered equal to another employee's qualifications if that employee can reasonably expect to be trained to perform the new job on an equal basis within one (1) month. If the restructure affects less than twenty-five percent (25%) of the employees in the

unit/department, the Employer, at its option, may re-bid the affected positions or utilize other methods for change as provided for in this Agreement.

6.5 Job Openings. Where such factors as qualifications, competence and efficiency are considered equal by the Employer, seniority shall be the controlling consideration in full-time and part-time job openings. Employees on recall status will be considered for job openings after employees currently working but prior to filling a position with an outside applicant, subject to employee qualifications. The Employer shall be the sole judge of the qualifications, competence and efficiency of its employees, provided that such judgments are reasonable, made in good faith and not arbitrary or capricious. To be eligible for a transfer to a different department or job classification (excluding promotions within a department), an employee must have been in her or his current position for at least six (6) months in accordance with the Employer's policy.

6.5.1 Review Period. Employees transferring or reclassified to a new department or a new position shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. At any time during this performance review period, the Employer will notify the employee in writing of any deficiencies in performance. If the employee fails to meet standards of performance, as determined solely by the Employer, the employee will no longer be allowed to continue in that position. The employee will be eligible for reinstatement to the employee's prior classification and prior department based upon available openings. If the employee is not reinstated due to the lack of an available opening, the employee will be treated as being on layoff status and subject to the recall provisions set forth in Section 6.3. This clause shall not apply to transfers within a job classification where the employee is to perform substantially the same duties as were performed in the employee's former position.

6.6 Severance Pay. The Employer will provide to bargaining unit employees severance pay in accordance with its policy applicable to other employees of the Employer. Employees who accept severance pay are not eligible for layoff and recall.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of eight (8) or ten (10) hours of work, excluding meal periods, provided that the Employer shall not be restricted from creating alternate length shifts.

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

7.2.1 Seven-Day Staffing. The normal work period shall consist of a seven (7) consecutive day period of work followed by seven (7) consecutive days off duty.

7.3 Overtime. All overtime must be approved by the appropriate supervisor. Overtime shall be paid to non-exempt employees at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the normal work period. Overtime will be paid to

the nearest fifteen (15) minutes calculated at one and one-half (1 ½) times the employee's regular rate of pay. Time paid for but not worked shall not count as time worked for the purpose of computing overtime. There shall be no pyramiding or duplication of overtime and/or premium pay paid at the rate of time and one-half (1½).

7.4 Meal/Rest Period. All non-exempt employees shall receive one unpaid thirty (30) minute meal period during each regular work day; provided, however, that if an employee is required by the Employer to remain on the premises or to work during the meal period, such time shall be considered as time worked for pay purposes. Non-exempt employees shall receive two (2) fifteen (15) minute paid rest periods during each eight (8) or ten (10) hour work day. During these rest periods, employees shall remain on the Employer's premises. Meal periods and rest breaks may be combined with the employee's consent. Except as provided for herein, meal periods and rest breaks shall be administered in accordance with applicable state law including WAC 296-126-092 and RCW 49.

7.5 Weekend Work. The Employer will rotate weekend work in a fair and equitable manner according to the needs of the department. Insofar as practical, weekend work will be scheduled so as to allow two (2) out of every four (4) weekends off. This section shall not apply to employees who voluntarily agree to more frequent weekend duty or to employees who have been specifically hired to work weekends.

7.6 Work Schedule. Work schedules are posted and available electronically in the Employer's timekeeping system. Established scheduling patterns will be honored, recognizing that leaves of absence, vacations and holidays may alter schedules. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Except in emergency conditions, unforeseeable conditions beyond the Employer's control and low census conditions, changes to an employee's work schedule within a fourteen (14) day period prior to the scheduled work may occur only by mutual agreement between the Employer and the employee. An employee whose posted work schedule is to be changed shall be notified as soon as possible of such change.

7.7 Low Census. During periods of low census, the Employer will first ask for volunteers. If there are no volunteers, the Employer will rotate low census equitably over a six (6) month period among all non-exempt employees in a department by shift, subject to skill, competence, ability and availability as determined by the Employer. Per diem employees, however, will be called off due to low census prior to regular employees, subject to operational need as determined by the Employer. A list of the number of low census hours (including voluntary low census days) for each employee will be maintained and be available. The rotation list will be restarted each January and July. Employees taking low census shall continue to accrue benefits on cancelled hours of work. An employee, at the employee's option, may use Paid Time Off for low census.

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, the Employer may place the employee on standby. An employee who is assigned to be on standby will be paid standby pay and has the option to request PTO in addition to 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.

- 7.8 Report Pay. Non-exempt employees who are ordered to report to work or who report for work as scheduled are entitled to be paid for a minimum period of time equal to one-half (½) of the employee's scheduled hours for that day, unless the Employer and the employee agree that the employee may leave without further compensation for that day.
- 7.8.1 This commitment shall not apply when the Employer has made a good faith effort to notify the employee of shift cancellation at least 1.5 hours prior to the beginning of the shift. It shall be the responsibility of each employee to notify the Employer of the employee's current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.
- 7.8.2 This commitment shall also not apply when an employee is required to attend a meeting or to attend a court or other legal proceeding.
- 7.9 Premium Pay for Employees in Emergency Department. Non-exempt clinical care managers employed in the Employer's Emergency Department shall be eligible to receive the following forms of premium pay:
- 7.9.1 Work in Advance of Shift. If an employee (1) is required to report for work in advance of a previously scheduled shift, (2) has been notified of this requirement within twelve (12) hours preceding the report time, and (3) continues to work during the scheduled shift, then all continuous hours worked prior to the scheduled shift shall be paid at the rate of time and one-half (1½) the straight time rate of pay.
- 7.9.2 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide employees with at least twelve (12) hours off duty between shifts. In the event that an employee is required to work with less than twelve (12) consecutive hours off duty between scheduled shifts, all time worked within this twelve (12) hour period shall be paid at the rate of time and one-half the straight time rate of pay (1½). For purposes of this paragraph, attendance at non-mandatory continuing education, committee meetings or staff meetings, as well as the performance of standby or callback assignments pursuant to Article 8, shall not be deemed events that interrupt 12 consecutive hours off duty.
- 7.10 Increased Hours for Part-Time Employees. The Employer shall offer part-time employees the opportunity to increase their hours before temporary employees are called in. They shall also be afforded priority over outside applicants for posted positions with a greater FTE in the same job classification and the same department. The hours shall be filled on the basis of seniority if the applicant's skills, competence and ability are deemed at least substantially equal to others by the Employer. The Employer shall be the sole judge of an individual's qualifications, which shall be based upon job related criteria.
- 7.11 Mandatory Staff Meetings. Mandatory staff meetings shall be considered as time worked. For an employee required to attend a staff meeting on a day off, or to attend a

staff meeting that begins more than one-half (½) hour after the end of the employee's shift or ends more than one-half (½) hour before the employee's shift begins, alternate arrangements to participate by video or audio conference will be made available.

ARTICLE 8 – COMPENSATION

- 8.1 Wage Rates. Employees covered by this Agreement shall be paid no less than the wages set forth in Appendix A attached hereto and made a part of this Agreement. The Employer may, in its sole discretion, pay wages or benefits in excess of those set forth in this Agreement.
- 8.2 Compensation Effective Dates. All increases in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date(s) designated.
- 8.3 Recognition of Past Experience. Full-time and part-time employees hired during the term of this Agreement will receive year for year credit for continuous recent experience.

The Employer shall be the sole judge of the relevancy of past work experience.

For purposes of this Section, recent experience shall be defined as a continuity of experience without a break in service of such a nature as to reduce the level of professional skills and expertise in the opinion of the Employer.

- 8.4 Shift Differential. Non-exempt employees in the Care Management Department who are assigned to work the second shift (3:00 – 11:30 p.m.) and who work four (4) or more hours on that shift shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour over the employee's hourly rate of pay. All other non-exempt employees will be paid the \$1.75 differential if they work four (4) or more hours past 5:00 p.m. Non-exempt employees who are assigned to work the third shift (11:00 p.m. 7:30 a.m.) and who work four (4) or more hours on that shift shall be paid a shift differential of three dollars and fifty cents (\$3.50) per hour over the employee's hourly rate of pay. A non-exempt employee who is assigned to the third shift and works into the first shift will continue to be paid the \$3.50 shift differential for all hours worked on the first shift.
- 8.5 Standby Pay. Non-exempt employees placed on standby status off hospital premises shall be compensated at the rate of three dollars and fifty cents (\$3.50) per hour. Standby duty shall not be counted as hours worked for purposes of computing overtime or determining eligibility for other benefits. A standby assignment does not begin until (1) the employee has completed his or her regularly scheduled shift together with any overtime hours worked in conjunction with that shift, and (2) the employee has clocked out. Standby pay shall only be paid while on standby status and shall not be paid after the employee has been called back to work.
- 8.5.1 Exempt Chaplains. An exempt chaplain shall receive a lump sum payment of \$55.00 for every 15.5-hour shift the chaplain is placed on standby status. In the

event that the length of the scheduled call shift changes, the lump sum payment will be adjusted on a pro-rated basis.

- 8.5.2 Telephone Calls. For all employees placed on standby status, telephone calls and related documentation will be paid at the straight rate of pay with a fifteen (15) minute minimum for each call. Separate phone calls relating to the same patient made in conjunction with the original phone call will be considered as one phone consultation for purposes of the minimum guarantee.
- 8.6 Callback. Non-exempt employees called back to work to the hospital or to a patient's home while on standby status shall be paid for a minimum of three (3) hours at the callback rate of one and one-half (1½) times their regular rate of pay. They shall also be paid shift differential for those hours worked on a second or third shift. The Employer will attempt to avoid calling in employees who are not on standby status, but if circumstances require calling in additional non-exempt personnel to work, such employees shall be paid for a minimum of three (3) hours at the appropriate rate of pay.
- 8.6.1 Exempt Chaplains. An exempt chaplain shall receive a lump sum payment of \$125.00 for every occasion on which the chaplain is called to the hospital or to a patient's home while on standby status. Visits to more than one location within the same 3-hour time frame will be considered one callback for purposes of this paragraph. Visits to more than one location that extend beyond the 3-hour time frame will be treated as two (2) separate callbacks.
- 8.7 Transfers and Promotions. Employees promoted to a regular position in a higher job classification within the bargaining unit shall receive a pay increase of no less than three percent (3%), not to exceed the maximum of the pay range. Employees who laterally transfer from one job classification to another in the same pay range shall maintain their wage rate and hours accrued toward the next longevity step. Employees who transfer to a lower pay grade will have their rate of pay adjusted to the rate of the same step (or equivalence thereof) in the lower pay grade.
- 8.8 Weekend Differential. A non-exempt employee who works on a weekend shift shall receive two dollars (\$2.00) per hour over the employee's hourly rate of pay for each hour worked on the weekend. This rate will increase to \$2.25 per hour effective the first full pay period following November 1, 2017. Weekend shifts shall be defined as all hours worked between 11:00 p.m. Friday and 11:00 p.m. Sunday. The weekend differential shall not be payable, however, for time spent for educational purposes.
- 8.9 Preceptor Differential. Effective three (3) months following the effective date of this Agreement, non-exempt employees shall be paid a differential of one dollar (\$1.00) per hour for all hours they are assigned as a preceptor in accordance with Section 4.5 of this Agreement. Exempt employees shall be paid a lump sum of \$8.00 when assigned as a preceptor for at least one-half (½) the length of their assigned shift. Serving as a preceptor from time to time is considered a normal part of the duties of a lead person;

accordingly, an employee receiving lead pay shall not also be eligible for a preceptor differential.

- 8.10 Lead Pay. Lead assignments may be designated by the Employer on either a temporary or a regular basis. Employees designated as lead shall be paid a differential of two dollars and seventy-five cents (\$2.75) per hour for all hours worked as a lead. The assignment of a lead shall be at the sole discretion of the Employer. Providing temporary coverage in a limited capacity for a supervisor from time to time shall be considered a normal part of the duties of a lead and no additional premium shall be paid for such time.
- 8.11 Certification Pay. An employee certified in a specialty area that authorizes the employee to perform services for the Employer shall be paid a premium of one dollar (\$1.00) per hour; provided the employee is working in a position for which the certification is relevant and not currently being paid as part of a job classification, and the employee continues to meet all educational and other requirements to the certification current and in good standing, and the certification has been approved by the Vice President of Human Resources or designee. Full-time exempt employees shall receive certification pay of eighty dollars (\$80.00) per bi-weekly pay period.
- 8.12 Social Work Certification Eligibility. Within sixty (60) days of ratification, the Social Work/Chaplain Labor-Management Committee shall meet to discuss which certifications should be eligible for certification pay based on the existing RN Certification Premium Pay Guidelines. The Labor Management Committee may make recommendations for eligible certifications to be presented to the Employer for consideration. The Employer agrees to good faith consideration of the recommendations and preparation of a list of eligible certifications. The Labor-Management Committee will update its list of certifications recommended for certification pay annually. Once the list of eligible certifications is completed, employees who are eligible for certification pay will receive certification pay, which will be paid retroactive to the date of ratification of this contract.

ARTICLE 9 – HOLIDAYS

- 9.1 Holidays. The following days shall be recognized as holidays under this Agreement:
- | | |
|------------------|---------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| | (1)Personal Holiday |
- 9.2 Scheduled Time Off. On recognized holidays the Employer will equitably rotate scheduled time off within a department, either for the holiday itself or as part of a PTO request. Employees whose scheduled days do not normally fall on recognized holidays will not be included in the equitable rotation.
- 9.3 Holiday Benefit Pay. Full-time and part-time employees who are not required to work on one of the holidays designated in Section 9.1 shall receive up to eight (8) hours of holiday benefit pay at the straight rate of pay, provided that they work their regularly scheduled

day before and regularly scheduled day after the holiday unless their absence is excused or authorized by the Employer. Part-time employees shall receive holiday benefit pay pro rata based on FTE status.

- 9.4 Work on Holidays. Non-exempt employees who are required to work on a holiday designated in 9.1 shall be paid one and one-half (1½) times their regular rate of pay for all hours worked. All full-time and part-time employees shall also receive holiday benefit pay as described in Section 9.3 for each hour worked on a holiday designated in 9.1 up to a maximum of eight (8) hours' pay. Exempt employees who are required to work on a holiday shall be paid the equivalent of 8 hours' pay at their regular rate.
- 9.5 Night Shift. Holiday pay for employees working the night shift shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday.
- 9.6 Personal Holiday. The Personal holiday will be scheduled off by mutual consent. The Personal holiday shall be awarded at the start of each payroll year and must be taken off within the payroll year in which it was earned. The Personal holiday may not be carried over from one year to the next.
- 9.7 Personal Holiday Scheduling. Employees shall schedule their Personal Holiday in accordance with the PTO-scheduling process in Article 10.3. For requests falling outside the timelines in Article 10.3, the Personal holiday will be scheduled off by mutual consent. The Personal holiday shall be awarded at the start of the payroll year and must be taken off within the payroll year in which it was earned. The Personal Holiday may not be carried over from one year to the next.

ARTICLE 10 – PAID TIME OFF

- 10.1 Eligibility. Employees may take Paid Time Off (PTO) as they accrue PTO hours, subject to prior scheduling as described below.
- 10.2 PTO Benefits. Employees will accrue Paid Time Off benefits according to the following schedule:

<u>Accrued After:</u>	<u>Rate of Accrual</u>	<u>Max Hours Accrued Per Year (based on 2,080 hours)</u>
0 years	0.065385/paid hour	136
3 years	0.084615/paid hour	176
5 years	0.089423/paid hour	186
7 years	0.094231/paid hour	196
9 years	0.100962/paid hour	210
11 years	0.107692/paid hour	224
13 years	0.109615/paid hour	228
15 years	0.111538/paid hour	232
20 years	0.113462/paid hour	236
25 years	0.115385/paid hour	240

- 10.3 Scheduling. The process for requesting PTO will be governed by PTO guidelines in place for the particular unit or work area. The Employer retains the right to schedule Paid Time Off so that there will be no disruption in services provided by bargaining unit employees. PTO requests shall be granted or denied based on operational need and sufficiency of hours in the employee's PTO bank.
- 10.3.1 Requests for Time off During Prime Time. Requests to take accrued PTO during the summer prime time period of Memorial Day through Labor Day must be submitted to the Employer by February 15 of each year. The Employer will respond to such requests by March 8. Requests to take accrued PTO during the winter prime time period of November 15 through January 15 must be submitted to the Employer by September 1 of each year. The Employer will respond to such requests by September 22. In the event that there are conflicting requests, PTO will be approved on a seniority basis, subject to departmental requirements and the requirements of 9.2, Scheduled Time Off, and provided further in that event that time off will not be granted to the same employee for the majority of the same time period in consecutive years.
- 10.3.2 Requests for Time off During All Other Times. All other requests shall be submitted at least one (1) month in advance of the schedule posting date and shall be granted in the order of submittal date. The Employer will respond within twenty-one (21) days of receipt of the request. The Employer will consider requests submitted less than one (1) month in advance. Requests made after the monthly work schedule has posted may require the employee to find their own coverage in order for the time off to be granted.
- 10.3.3 Denied PTO Requests. PTO requests shall not be unreasonably denied. In the event that a PTO request is denied in whole or in part, the requesting employee may request a meeting with his or her manager to review the matter and seek a resolution.
- 10.4 Restrictions. PTO hours shall not exceed a balance of 300 hours.
- 10.5 PTO Cash-Out. An employee may cash out up to eighty (80) of their accrued and unused PTO hours on a payroll calendar year basis, provided that (1) the employee makes an irrevocable election of such cash-out during open enrollment period of the preceding year, and (2) the employee retains at least forty (40) hours in his or her PTO bank. Such

cash-out will be paid on any of the pay periods designated by the Employer at the time of open enrollment.

- 10.6 Shared Leave. PTO time may be transferred to another employee consistent with the Employer's policy on shared leave.
- 10.7 Extended Illness Bank (EIB) Accrual. EIB benefits will be accumulated by eligible employees at a rate of .026923 per paid hour up to a maximum of 720 hours. EIB benefits shall be accrued from date of hire.
- 10.8 EIB Eligibility. Employees may take EIB after the first sixteen (16) hours or two (2) days (whichever occurs first) of PTO have been used for each absence (or for the first day of absence for inpatient hospitalization) or as otherwise provided by the Employer's policy.
- 10.9 Compensation. EIB hours will be accessed under the current PTO policy and will be paid at the employee's regular rate of pay for bona fide cases of personal illness or injury which have incapacitated the employee from performing regular duties.
- 10.10 Proof of Illness. The Employer reserves the right to require reasonable written proof of illness in accordance with applicable law. Proven abuse of PTO/EIB leave or excessive absenteeism will be subject to counseling/disciplinary action in accordance with the Employer's policies.
- 10.11 Notification of Absence. Employees shall notify the Employer at least two (2) hours in advance of their scheduled shift if they are unable to report for duty as scheduled. The employee must notify the Employer of his/her inability to report each day the employee is absent unless prior arrangements have been made with the employee's supervisor. Failure to comply with the above specified notification requirements may result in loss of EIB benefits for that day.
- 10.12 Worker's Compensation Insurance. In any case in which an employee would be entitled to benefits or payments under the Industrial Insurance Act, those payments shall be in lieu of the employee's otherwise payable PTO/EIB pay benefits. It shall be the employee's option to use EIB benefits as compensation for the difference between Worker's Compensation payments and the employee's regular rate of pay.
- 10.13 Washington Family Care Act. PTO/EIB may be used in the event of a health condition of an employee's child under the age of eighteen (18) that requires treatment or supervision, or for a child age eighteen (18) or older and incapable of self-care due to mental or physical disability, or in the event of a serious health condition or an emergency condition of an employee's spouse, State-registered domestic partner, parent,

parent-in-law or grandparent, in accordance with and subject to the Washington Family Care Act (RCW 49.12.265-.295) as it may be amended from time to time.

ARTICLE 11 – LEAVES OF ABSENCE

- 11.1 In General. All leaves of absence of five (5) or more working days must be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request and stating the conditions of the leave of absence shall be given by the Employer within thirty (30) days of the request. All leaves of absence shall be without pay unless specifically provided for herein or agreed to by the Employer. Accrued PTO and EIB hours, if applicable, must be utilized until exhausted while on leave except as provided by law. A leave of absence begins on the first day of absence from work.
- 11.2 Family and Medical Leave. The Employer shall provide leaves of absence in compliance with the federal Family and Medical Leave Act and with the Washington State Family Leave Act, including provisions governing pregnancy disability leave. Summaries of these laws may be obtained in the Human Resources office. Family and medical leave includes the following features:
- 11.2.1 After one (1) year of continuous regular employment, permission shall be granted for a leave of absence to: (a) care for a newborn or newly adopted child of the employee under the age of six at the time of placement or adoption, or (b) care for a child under the age of eighteen (18) years old of the employee who has a terminal health condition.
- 11.2.2 A leave of absence begins on the first absence from work or, in the case of childbirth, on the first day after the mother's temporary medical disability from childbirth has ended.
- 11.2.3 Family and medical leave shall be unpaid except: (a) an employee shall use accrued Paid Time Off at the beginning of the leave, and (b) an employee on leave to care for a seriously ill child may use accrued Extended Illness Bank at the beginning of the leave as permitted by state law and thereafter use accrued Paid Time Off.
- 11.2.4 Except in special circumstances, employees must give at least thirty (30) days' advance written notice of parenting leave.
- 11.2.5 Family or medical leave must be completed within twelve (12) months after the birth or placement for adoption.
- 11.2.6 An employee on family leave not exceeding twelve (12) weeks from date of first absence from work or, in the case of childbirth, from the day after the mother's temporary medical disability from childbirth has ended, shall be entitled to return to his or her prior position. Thereafter the employee shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year.

11.2.7 If both parents of the newborn or newly adopted child are employees, they shall be entitled to a total of twelve (12) weeks of family leave to be granted to only one (1) employee parent at a time.

11.2.8 Alleged violations of the parenting leave provisions shall be submitted to the grievance procedure set forth herein in accordance with federal and state law. Family and medical leave shall be consistent with and subject to the conditions and limitations set forth by such laws.

11.3 Disability Health Leave. To the extent not covered by the above-referenced family and medical leave laws, employees with at least one (1) year of continuous employment shall be granted a leave of absence for health reasons upon the recommendation of a physician for the period of disability up to six (6) months, without loss of benefits to the date such leave commences. Employees on a disability health leave will be allowed to return to the employee's former position so long as the total absence (including time on paid Extended Illness Bank and/or Paid Time Off) does not exceed ninety (90) calendar days. An employee on a health leave of absence for longer than ninety (90) calendar days will receive priority for the first available similar opening for which the employee is qualified.

11.4 Jury Duty. Any employee who is called upon to serve on jury duty on a regularly scheduled working day shall be compensated by the Employer for the difference between the amount of any compensation derived from jury duty (excluding mileage reimbursement) and the normal straight time rate of pay due the employee for the period of jury service. All employees who receive a jury summons should report immediately to their supervisor to discuss time off for jury service. When reporting for jury service, the employee shall request of the jury bailiff that the employee be released as soon as the employee's services are no longer needed. If an employee is excused by the court on any day of jury duty falling within the employee's normal schedule, the employee shall notify the supervisor and, if asked, directly report to work for the balance of the normal work day.

11.5 Military Leave. A leave of absence required in order for an employee to maintain status in a military reserve of the United States shall be granted in accordance with state law. There shall be no loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned annual leave time.

11.6 Education Leave. After one (1) year of continuous employment, permission may be granted for a leave of absence without pay for work-related educational opportunities, without loss of accrued benefits, provided such leave does not jeopardize the Employer's services.

11.6.1 If the Employer requires an employee to attend an outside workshop or in-service program, the employee's regular wages and tuition expenses, if any, will be paid by the Employer.

- 11.6.2 The Employer is not responsible for time spent by an employee or related costs associated therewith on training or education that is required by law for the employee to be eligible to work in his or her job position.
- 11.7 Bereavement Leave. Up to twenty-four (24) hours of paid leave (pro rata for part-time employees) may be allowed for death in the immediate family. An additional sixteen (16) hours (pro rata for part-time employees) may be allowed when travel of over five hundred (500) miles round trip is required to attend the funeral. Immediate family is defined as grandparent, parent, step-parent, spouse, domestic partner, brother, sister, child, step-child, grandchild or the in-law equivalent of parents, brother or sister. Bereavement pay is to compensate employees for time normally worked.
- 11.8 Personal Leave. After one (1) calendar year of continuous employment, an employee may apply for a personal leave of absence without pay. The Employer will determine whether or not the leave shall be granted and the duration thereof.
- 11.9 Benefits During Leave. An employee on an unpaid leave of absence will not continue to accrue benefits during that leave, but there shall be no loss of previously accrued benefits if the employee returns to work as scheduled at the end of the allowed leave. To the extent allowed by the applicable insurance policy, an employee desiring insurance benefits to continue during a leave of absence may do so by paying the full premium to the Employer unless otherwise provided by law for a family or medical leave.
- 11.10 Return to Work (Non-Protected Leaves). Employees who indicate their availability to return to work on a timely basis, in accordance with an approved leave of absence to which neither Section 11.2 nor Section 11.3 applies, shall be entitled to the same position if the leave is six (6) weeks or less, including both paid and unpaid time. If the leave exceeds six (6) weeks, the employee shall be given the first available similar opening for which the employee is qualified; provided, however, this commitment shall be limited to six (6) months following the date the employee was able to return to work. An employee who does not return to work at the end of the allowed leave of absence may be terminated as of the last paid day. Reapplication shall be necessary for any further employment.
- 11.11 Union Leave. Subject to the Employer's approval, up to one (1) bargaining unit employee per calendar year may take an unpaid leave of absence, with continuation of benefits, of up to six (6) weeks to assume a temporary position with the Union. An employee on Union leave will be allowed to return to the employee's former position so long as the total absence does not exceed six weeks. An employee shall not schedule PTO for thirty (30) days prior to the leave or 30 days subsequent to the leave, unless mutually agreed otherwise between the employee and his or her manager. The employee will have the option of using PTO during the leave.
- 11.12 Washington Paid Family & Medical Leave. EvergreenHealth will provide leaves of absence in compliance with the Washington Paid Family & Medical Leave (PFML) Act.

Summaries of this law may be obtained in Human Resources. The PFML includes the following:

- 11.12.1 State-provided partial income replacement benefits during a leave of up to 12 weeks (or under certain circumstances up to 18 weeks) for qualifying reasons.
- 11.12.2 Where allowed by law, leave that is compensated under the PFML program will run concurrently with all other applicable paid or unpaid leave types available in this Agreement or by law, including FMLA leave, to the maximum extent allowed by law.
- 11.12.3 Employees will be responsible for the full employee premium share allowed by law, paid through payroll deduction. EvergreenHealth will pay the full Employer premium share.
- 11.12.4 Employees who receive partial State benefits under the PFML program will be given the option to use accrued paid time (PTO/EIB) benefits in accordance with policy in addition to State payments. (For example, a 0.9 FTE employee receiving State PFML benefits who chooses to supplement using accrued leave would receive 36 hours of accrued leave pay per week on top of those State PFML benefits for the supplementation period). Employees must request supplemental paid time benefits in writing through a process established by the employer and provide appropriate information.

ARTICLE 12 – EMPLOYEE BENEFITS

- 12.1 **Medical and Dental Insurance.** Beginning the first of the month following the date of hire, all full-time and part-time employees regularly scheduled to work twenty (20) or more hours per week shall be included under and covered by the Employer's group insurance plan providing medical, dental and vision insurance benefits, with the employee-only premium to be paid by the Employer. Participation in the plan is subject to specific plan eligibility requirements. Additional coverage will be provided as required by applicable law. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation.
 - 12.1.1 **Prescriptions.** Employees may purchase available prescriptions or over-the-counter drugs from the Employer's pharmacy at cost plus a reasonable handling charge to be established by the Employer.
 - 12.1.2 **Labor Management Health Benefits Committee.** The Union and the Employer recognize the importance of ensuring that employees have access to cost effective, quality health care and other insurance coverage. They share a mutual interest in researching best practices in cost containment strategies and benefits that ensure quality while also addressing increasing costs. To address these issues, the parties have established a Labor Management Health Benefits Committee as described in Section 12.1.1 of their collective bargaining agreement covering the Hospital Service Unit. The Union will appoint one additional employee representative

from this bargaining unit to serve on that committee, and the Employer will have the option of appointing one additional management representative.

- 12.2 Benefit Option Plan. In-lieu of all benefits except for shift differential, call back pay, standby pay and weekend differential, a regular non-exempt employee may elect a fifteen percent (15%) wage differential. To be eligible for this differential, an employee must provide proof of medical coverage through another group employer medical plan. This election must occur when first eligible for benefits or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, providing enrollment is approved by the carrier. Employees will be given advance notice of such dates. Thereafter, no change in benefit compensation shall be granted during the term of this Agreement. Any accrued Paid Time Off shall be paid to the employee at the time the employee elects the fifteen percent (15%) wage differential.
- 12.3 Retirement. Contributions on behalf of employees shall be made in accordance with the terms of the retirement plan established by the Employer for a majority of its employees who are not in a bargaining unit. Employees' participation in the retirement plan is subject to specific plan eligibility requirements. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation.
- 12.4 Workers' Compensation/Unemployment Compensation. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. Upon request, an employee may elect to receive from accrued Extended Illness Bank the difference between Worker's Compensation benefits and the employee's regular rate of pay.
- 12.5 Health Tests. The Employer follows the recommendations and guidelines of the Centers for Disease Control and Prevention (CDC) pertaining to TB skin tests and all other health requirements for employees. TB skin testing recommended under the above guidelines, or requested annually by the employee, will be provided without cost to the employee. Employees will be screened for tuberculosis at hire and as needed for post-exposure monitoring. The Employer shall also, at no cost to the employee, provide a Hepatitis B series to any employee requesting the series and provide follow-up testing as necessary.
- 12.5.1 Notification of Exposure. The Employer will provide notification to employees of exposure to communicable diseases related to government-declared health emergencies as soon as practicable.
- 12.5.2 Personal Protective Equipment. To the extent reasonably available, the Employer will provide personal protective equipment in accordance with applicable Washington Department of Health guidelines/protocols.
- 12.6 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 Employer shall also continue to provide on a twenty-four (24) hour basis confidential diagnostic information and referral for long

term solutions should employees sustain occupational injury or exposure to bed bugs, pests or vermin or other environmental hazards from clients' homes. This commitment to employee health and safety is documented in the Employer's Infection Control and Employee Health policies and procedures.

12.7 Workplace Violence. The parties recognize the importance of eradicating workplace violence by patients and visitors. To that end, EvergreenHealth will maintain a committee to address workplace violence. The Committee shall include three (3) employee representatives chosen by SEIU 1199NW. This Committee shall evaluate reported instances of violence and will make recommendations for changes designed to improve safety including a recommendation on the frequency and content of training on a unit by unit basis to be provided to employees on paid time and at no cost. Committee members will be paid for time spent in Committee meetings.

12.8 Drug and Alcohol Free Workplace. The Employer, the employees and the Union have a joint interest in workplace safety and job performance, and collectively acknowledge that alcohol and drug abuse are inconsistent with this joint interest. The Employer and the Union also acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance, and for complying with the Employer's policies and procedures. Employees with job performance, attendance, or conduct problems are subject to corrective action.

12.8.1 Drug Free Workplace Policy. The Employer will establish a drug-free workplace policy, including reasonable cause drug testing. The policy will require the Employer to maintain an Employee Assistance Program as a resource for employees. Employees who may have an alcohol or drug-related problem are strongly encouraged to seek assistance or referrals to rehabilitation or treatment programs through the Employee Assistance Program.

12.8.2 Treatment and Rehabilitation. The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable a chemically impaired employee to remain in their chosen profession/vocation after rehabilitation. Employees needing help in dealing with drug and alcohol problems are strongly encouraged to voluntarily seek treatment and rehabilitation referrals through the Employee Assistance Program or the State's Substance Abuse Monitoring Program. Employees voluntarily requesting assistance prior to experiencing job performance, attendance, or misconduct problems directly related to impairment will not be subject to disciplinary action for having sought treatment for alcohol or chemical dependency, and will upon request be given a medical leave of absence by the Employer.

12.9 Continuing Education. Full-time employees will be allowed five hundred dollars (\$500) per calendar year (pro-rated for part-time employees) to use for work related educational opportunities and related expenses. These funds may be used for any tuition, course fees, books, supplies or expenses (but excluding electronic devices) relevant to the employee's position. For non-exempt employees the funds may also be used to make up wages in the

event the course occurs during an employee's regular work day and work hours. Exempt employees will not receive a reduction in their weekly salary as a result of attending a continuing education program if they agree to remain available for work-related tasks while in attendance. Up to \$500 may be carried over to the next calendar year. Requests for continuing education time off on scheduled work days must be applied for at least twenty-one (21) days in advance on a form provided by the Employer, unless an exempt employee agrees to remain available for work-related tasks while in attendance. The course must be pre-approved by the Employer and payment will be made upon receipt of proof of attendance.

12.9.1 Employer-Offered Programs. In the event that the Employer offers an educational or in-service program that is required of the employee, attendance at the program will be considered time worked and paid for at the applicable rate of pay. In the event that the Employer offers an educational or in-service program that is not required, the program will be offered free of charge but will not be considered time worked. In that situation, if the program occurs during the employee's regular work day and work hours, the employee may utilize his or her educational funds to make up wages. In both situations, however, attendance at the program will not count toward the employee's educational fund allotment.

12.10 Union Delegate Training. The Employer will pay no more than one (1) union officer, delegate, and contract negotiations committee member up to eight (8) hours each per calendar year (up to forty (40) hours total per calendar year) to attend union-sponsored training in leadership, representation and dispute resolution.

ARTICLE 13 – NO STRIKE – NO LOCKOUT

The parties to this Agreement realize that the Employer provides special and essential services to the community, and that for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for in Article 14 of this Agreement. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees, and (b) neither the employees nor their agents or other representatives, including but not limited to the Union, shall directly or indirectly authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's or other party's picket line. In the event of any such activity referred to in clause (b) above, the Union and its officers will do everything within their power to end or avert the same. In addition, any employee participating in any of the prohibited activities specified in this paragraph shall be subject to immediate dismissal or replacement, at the discretion of the Employer.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 Grievance Defined. A grievance is defined as an alleged breach of the express terms and conditions of the 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. If a grievance arises, it shall be submitted to the following grievance procedure.

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

Step 1. Employee and Manager.

If any employee has a grievance, the employee and the Union representative, if requested by the employee, shall first present the grievance in writing to the employee's Manager within fourteen (14) calendar days from the date the employee became aware or reasonably should have been aware of the event from which the grievance arose. Upon receipt thereof, the Manager shall attempt to resolve the problem and shall respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Employee, Delegate and Director.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance to the Director (and/or designated representative) within fourteen (14) calendar days of the Manager's decision. A conference between the employee (and/or Delegate or designee if requested by the employee) and the Director shall be held at a mutually agreeable time. The Director shall issue a written reply within fourteen (14) calendar days following the grievance meeting. The Union may submit a grievance under the provisions of Step 2.

Step 3. Employee, Delegate/Organizer and Vice President.

If the matter is not resolved within fourteen (14) calendar days of receipt of the written response from Step 2, the Union may refer the grievance in writing to the Vice President (and/or designated representative) who shall meet within fourteen (14) calendar days for the purpose of resolving the grievance. The Vice President or a designee shall endeavor to resolve the grievance and will respond in writing within fourteen (14) calendar days of the meeting with the grievant.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days after the decision of the Vice President at Step 3. If the Employer and the Union fail to agree on the arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in

dispute. Each party shall bear one-half (½) of the fee of the Arbitrator and any other expense jointly incurred by mutual consent incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

Neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or information in its possession or under its control for any purpose except insofar as they may be relevant to a pending or potential grievance, or to pending negotiations for a renewal of the collective bargaining agreement. If necessary, the Arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

ARTICLE 15 – GENERAL PROVISIONS

- 15.1 Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered 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.
- 15.2 Past Practices. Any and all agreements, written and verbal, previously entered into by the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer or the Union.
- 15.3 Disaster. The Employer shall be relieved of any and all obligations hereunder in the event of and during the term of a disaster or catastrophe directly affecting the Employer such as, but not limited to, a fire, flood, explosion, power failure, earthquake, or other act outside the control of the Employer and causing disruption to the Employer's normal operations.
- 15.4 State and Federal Laws. This Agreement shall be subject to all future and present applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governing authority. Should any provision or provisions become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the

parties hereto shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

15.5 Duration. This Agreement shall become effective the first full pay period following its date of ratification and shall continue in full force and effect through and including August 31, 2025.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on this _____ day of.

EVERGREENHEALTH

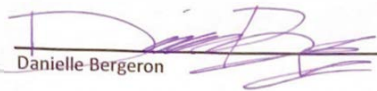
SEIU HEALTHCARE 1199NW

DocuSigned by:
Jeff Tomlin 9/7/2023
Dr. Jeff Tomlin, Chief Executive Officer

DocuSigned by:
Jane Hopkins 8/29/2023
Jane Hopkins, RN
President of SEIU Healthcare 1199NW

DocuSigned by:
Jessika Groce 8/21/2023
Jessika Groce
Chief Human Resources Officer

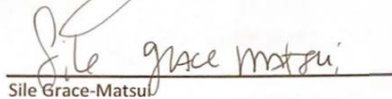
DocuSigned by:
Amber Smith 9/7/2023
Amber Smith
Lead Negotiator SEIU Healthcare 1199NW


Danielle Bergeron

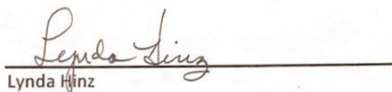

Burr Corley


Molly Dols

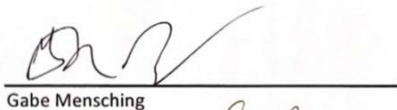

Rachel Gordon

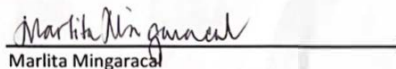

Sile Grace Matsui

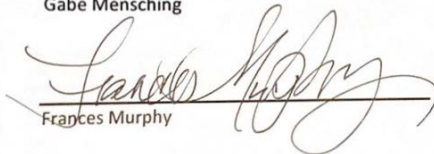

Alex Wein

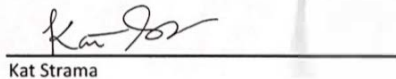

Lynda Hinz

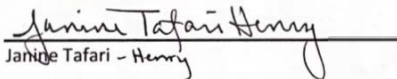

Diana Kigumba



Gabe Mensching


Marlita Mingaraca


Frances Murphy


Kat Strama


Janine Tafari - Henry


Katie Zavala

Hourly Non Exempt		effective 01.05.2025 (Added Step 27)																											
Increase Type	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Chaplain-NE	906	\$34.70	\$35.39	\$36.10	\$36.82	\$37.54	\$38.30	\$39.07	\$39.85	\$40.64	\$41.45	\$42.27	\$43.12	\$44.00	\$44.87	\$45.78	\$46.69	\$47.61	\$48.56	\$49.53	\$50.54	\$51.54	\$52.57	\$53.62	\$54.70	\$55.78	\$56.49	\$57.20	
Case Mgr II-NE																													
Social Worker EHCS-NE	909	\$38.20	\$38.99	\$39.76	\$40.58	\$41.39	\$42.21	\$43.06	\$43.91	\$44.82	\$45.70	\$46.62	\$47.53	\$48.49	\$49.45	\$50.47	\$51.46	\$52.48	\$53.51	\$54.60	\$55.70	\$56.80	\$57.95	\$59.08	\$60.29	\$61.49	\$62.26	\$63.04	
Clinical Care Mgr-NE	911	\$42.30	\$43.13	\$44.01	\$44.88	\$45.79	\$46.70	\$47.62	\$48.57	\$49.54	\$50.56	\$51.55	\$52.56	\$53.64	\$54.71	\$55.79	\$56.92	\$58.04	\$59.21	\$60.40	\$61.60	\$62.84	\$64.07	\$65.36	\$66.68	\$68.00	\$69.36	\$70.75	\$72.16
Salaried Exempt		effective 01.05.2025 (Added Step 27)																											
Job Title	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Chaplain-EX	906	\$72,176	\$73,511	\$75,008	\$76,585	\$78,033	\$79,664	\$81,286	\$82,888	\$84,531	\$86,237	\$87,927	\$89,690	\$91,520	\$93,336	\$95,222	\$97,115	\$99,029	\$101,005	\$103,002	\$105,123	\$107,203	\$109,346	\$111,530	\$113,778	\$116,022	\$117,488	\$118,976	
Coord-Bereavement-EX	909	\$78,456	\$81,089	\$82,701	\$84,408	\$86,091	\$87,797	\$89,585	\$91,333	\$93,125	\$95,056	\$96,970	\$98,862	\$100,859	\$102,858	\$104,978	\$107,037	\$109,158	\$111,301	\$113,568	\$115,858	\$118,144	\$120,536	\$122,888	\$125,403	\$127,898	\$129,501	\$131,123	
Social Worker-EHCS-EX																													
Palliative Care SW-EX																													

MEMORANDUM OF UNDERSTANDING #1
Wage and Salary Increases

SEIU Healthcare 1199NW and EvergreenHealth hereby agree as follows:

Effective the first full pay period following ratification, a six percent (6%) across the board increase plus current step scheduling averaging 2%;

Effective the second full pay period after ratification, the following pay grade changes will be made to consolidate pay grades from five to three:

- Chaplains, Case Manager II will be moved into one pay grade at the Case Manager II pay grade;
- Social Worker EHCS and Bereavement Coordinators (formerly Grief Counselors) will be moved into one grade at the Bereavement Coordinator pay grade;
- Clinical Case Manager and Clinical Case Manager ED Assignment will remain one pay grade.

Effective the first full pay period following August 31, 2023, a four percent (4%) across the board increase plus current step scheduling averaging 2%;

Credit for Experience review – Starting September 1, 2023, the Hospital will expeditiously review credit for past experience for Social Workers/Chaplains hired prior to November 1, 2018 to ensure their wage level reflects their pre-hire continuous recent year for year credit for past relevant experience. For purposes of this section, continuous relevant recent experience shall be defined as a continuity of experience without a break in service of such a nature as to reduce the level of professional skills and expertise in the opinion of the Employer. The parties agree that the Employer shall be the sole judge of the relevance of the prior work experience. Employer will complete the review in the fourth quarter of 2023 to be implemented the first full pay period following January 1, 2024.

Effective the first full pay period following January 1, 2024, a one percent (1%) across the board market adjustment;

Effective the first full pay period following August 31, 2024 a four percent (4%) across the board increase plus current step scheduling averaging 2%;

Additional Steps: For the Chaplain/Case Manager II pay grade and Social Worker EHCS/Bereavement Coordinator pay grade, effective the first full pay period following January 1, 2024, a new step 25 will be added at 1.25% above Step 24;

For the Chaplain/Case Manager II pay grade and Social Worker EHCS/Bereavement Coordinator pay grade, effective the first full pay period following January 1, 2025, a new step 26 will be added at 1.25% above Step 25;

Ratification Bonus – On the second full pay period following ratification, bargaining unit employees with an FTE of .6 or above will receive a ratification bonus of one thousand dollars (\$1,000.00), less lawful and required deductions, provided that the employee is employed on both the date of ratification and the date the bonus is paid. Employees with an FTE below .6 will receive a ratification bonus of five hundred dollars (\$500.00), less lawful and required deductions, provided that the employee is employed on both the date of ratification and the date the bonus is paid.

SEIU HEALTHCARE1199NW

DocuSigned by:

Jane Hopkins

Jane Hopkins, RN

President of SEIU Healthcare 1199NW

Date: 8/29/2023

EVERGREENHEALTH

DocuSigned by:

Jessika Groce

Jessika Groce

Chief Human Resources Officer

Date: 8/21/2023

**MEMORANDUM OF UNDERSTANDING #2
Organizational Equity and Inclusion**

EvergreenHealth and SEIU Healthcare 1199NW hereby agree as follows:

1. The parties acknowledge the value of cultural competence and of culturally competent practices at EvergreenHealth, as well as how cultural competence plays an important role in the professions of social workers and chaplains and the work they perform.

2. The parties further recognize that the promotion of cultural competence will help serve the needs of diverse client populations.

3. The parties support the development of skills and practices that promote cultural competence within the professions of social workers and chaplains. Therefore, cultural competence will be a standing agenda item at meetings of the Labor Management Committee. If the Labor Management Committee decides to engage a professional facilitator for training, the Employer agrees to contribute up to \$4,000 toward the facilitator's fees and to permit Labor Management Committee employees up to two (2) hours of paid time off to participate in the training.

SEIU HEALTHCARE 1199NW

DocuSigned by:
Jane Hopkins

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Jane Hopkins, RN

President of SEIU Healthcare 1199NW

Date: 8/29/2023

EVERGREENHEALTH

DocuSigned by:
Jessika Groce

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Jessika Groce

Chief Human Resources Officer

Date: 8/21/2023

**MEMORANDUM OF UNDERSTANDING #3
Medical Insurance Premium Contributions**

EvergreenHealth and SEIU Healthcare 1199NW hereby agree as follows with regard to employee premium contribution rates will be discussed in the Labor Management Health Benefits Committee:

Effective August 1, 2023, the Employer agrees to discuss employee premium contributions with the Union in the Labor Management Health Benefits Committee per 12.1.1; and

Effective August 1, 2024, the Employer agrees to discuss employee premium contributions with the Union in the Labor Management Health Benefits Committee per 12.1.1.

SEIU HEALTHCARE 1199NW

DocuSigned by:
Jane Hopkins

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Jane Hopkins, RN

President of SEIU Healthcare 1199NW

Date: 8/29/2023

EVERGREENHEALTH

DocuSigned by:
Jessika Groce

040019282689484...
Jessika Groce


Chief Human Resources Officer

Date: 8/21/2023


**MEMORANDUM OF UNDERSTANDING #4
Flu Vaccination**

SEIU and EvergreenHealth (Employer) enter into the following Memorandum of Agreement regarding flu vaccinations. SEIU and EvergreenHealth support science-based public health directives on flu vaccination requirements for frontline health care workers, with medical and religious exemptions as necessary and appropriate. We stand firmly behind vaccination as the best way to save the lives of patients, family members and members of our communities.

1. Agreement. Bargaining unit employees who are not approved for medical or religious exemptions are required to be fully vaccinated annually with a CDC recommended licensed, age-appropriate influenza vaccine for the influenza season. For the 2022 – 2023 flu season, the deadline for compliance is December 8, 2022.
2. Exemptions. Employees may apply for medical and/or religious exemptions.
3. Duration. This agreement shall be effective upon signature and shall continue from year to year. However, the parties may mutually agree to meet to modify the agreement in writing at any time.

SEIU HEALTHCARE 1199NW
DocuSigned by:

80N199A23581493
Jane Hopkins, RN
President of SEIU Healthcare 1199NW

Date: 8/29/2023

EVERGREENHEALTH
DocuSigned by:

6AD01B2BC699484...
Jessica Giroce
Chief Human Resources Officer

Date: 8/21/2023

**EVERGREENHEALTH
and
SEIU HEALTHCARE 1199NW**


**MEMORANDUM OF UNDERSTANDING #5
Incentive Pay**

The SEIU Healthcare 1199NW (Union) and EvergreenHealth (Employer) mutually agree that periodically EvergreenHealth will have critical staffing needs due to high work volumes or limited staffing ability. Based on this, the parties concur that having a way to incentivize employees to work additional shifts beyond their FTE is appropriate. To that end, SEIU and the Employer agree to the following options for incentivizing additional shifts for ED and In-Patient Social Workers only.


1. Management Rights. Management reserves the right to determine if a unit is in a critical staffing situation, the number of and type of incentive offered. To utilize incentive pay, prior written approval from both the appropriate Executive or the Administrator on Call and the Director of Compensation and Benefits in Human Resources is required.
2. Notification of Incentive Pay Shifts. Employees will be clearly notified by authorized personnel via text, email, or phone call with the agreed incentive language in this document. Any offer of incentive pay by authorized personnel can be understood by the employee to meet all authorization requirements.
3. Extra Shifts. Full-time and part-time non-exempt staff must work their regularly scheduled shifts to be eligible for Incentive pay. Regularly scheduled shifts cannot be “traded” for incentive shifts, including trading for shifts that were not worked due to sick leave or vacation. The only exception is if a shift was not worked due to low census.
4. Rest Between Shifts. Incentive Shifts will be scheduled to avoid, if possible, hours worked that would result in additional pay for rest between shifts, as applicable. Management will monitor hours worked to ensure non-exempt staff are not working more hours than patient safety allows.
5. Per Diem. Incentive pay includes per diem employees who work beyond the minimum work schedule requirement. Per diem employees must meet their minimum hours’ requirement prior to signing up for an incentive shift.
6. Minimum Hours Worked. A minimum of four (4) hours must be worked per shift to qualify for incentive pay.
7. Canceled Shifts. Management reserves the right to cancel critical needs shifts if deemed necessary.
8. Incentive Pay Amounts. SEIU and the Employer agree that higher incentive pay amounts may be offered at any time to meet staffing needs. If the incentive pay for a given shift

increases after an employee signs up, the employee will be paid at the higher hourly or lump sum rate.

- a. Critical Needs Shift. Non-exempt employees signing up for Critical Needs Shifts will receive five dollars (\$5.00) per hour incentive pay for every hour of the worked shift.
 - b. Specialty Critical Needs Shift. Non-exempt employees signing up for Specialty Critical Needs Shifts will receive seven dollars fifty cents (\$7.50) per hour incentive pay for every hour of the worked shift.
9. Taxes. All incentive amounts stated in this document are gross amounts and are subject to applicable taxes and deductions.
10. Time and a Half Pay. Time and a Half pay. The employer may offer one and one-half (1 1/2) times the regular rate of pay in conjunction with incentive pay for all hours worked.
11. Duration. This program is agreed to be in effect from date, through August 31, 2024.
12. This agreement can be altered and extended in writing with mutual agreement.

SEIU HEALTHCARE 1199NW
DocuSigned by:

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Jane Hopkins, RN
President of SEIU Healthcare 1199NW

Date: 8/29/2023

EVERGREENHEALTH
DocuSigned by:

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Jessika Groce
Chief Human Resources Officer

Date: 8/21/2023