Agreement between

Providence Hospice and Home Care of Snohomish County and SEIU Healthcare 1199NW

Providence Hospice and Home Care of Snohomish County 2023- 2026



COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

SEIU HEALTHCARE 1199 NW

AND

PROVIDENCE HOSPICE AND HOME CARE OF SNOHOMISH COUNTY

2023 - 2026

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PREAMBLE

This Agreement is made and entered into by and between Providence Hospice and Home Care of Snohomish County (referred to below as the "Employer" or "Agency") and SEIU Healthcare 1199 NW, (referred to below 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

- 1.1 Bargaining Unit. The Employer agrees to recognize the Union as the sole bargaining agent for all full-time, part-time and per diem employees employed in the Hospice and Home Health departments at 1615 75th St. SW, Suite 210, Everett, WA 98203, (formerly, 2731 Wetmore Ave, Everett, WA 98201, as certified by the National Labor Relations Board in case No. 19-RC-171124 and 19-RC-174227), in the following classifications: chaplain, bereavement counselor (formerly grief support counselor), occupational therapist (formerly occupational therapist HH), physical therapist (formerly physical therapist HH and physical therapist HH OC), physical therapist hospice, hospice RN (formerly RN carousel), home health RN (formerly RN home care, wound care spec home care, and RN home care OC), hospice RN (formerly RN hospice), triage RN (formerly RN hospice triage nurse and RN triage nurse), RN palliative care, social worker MSW (formerly social worker MSW home health and social worker MSW hospice), speech language pathologist (formerly speech therapist HH and speech therapist HH OC), clinical assistant (formerly, clinical clerical assistant), home health aide (formerly, home health aide home care), hospice aide (formerly, home health aide hospice), admissions care coordinator LPN/LVN (formerly, hospice care coordinator LPN), LPN/LVN (formerly, LPN home care and LPN nurse clinician), HH triage LPN, occupational therapist assistant, certified occupational therapist assistant (COTA), physical therapy assistant and scheduler, excluding pediatric bereavement specialist, managers, patient care coordinators, confidential employees, guards and supervisors as defined by the Act, and all other employees.
- **1.2 New Positions.** The Employer will notify the Union, and bargain upon request, of any new job classification(s) established during the term of the Agreement that are appropriate to be included in the bargaining unit and the wage scales, as determined by the employer, for the new position.

ARTICLE 2 – UNION MEMBERSHIP, DUES DEDUCTION

2.1 Membership. Unless employees are eligible for and utilize the opt-out process described below, all employees covered by this Agreement who are members of the Union at the time of ratification or who become members of the Union after that date, shall, as a condition of employment, remain members in good standing in the Union or agree to pay to the Union a fair share/representation fee as established by the Union. Employees who are employed on the date of ratification of this Agreement and who do not wish to be members of the Union may decline continuing membership in the Union or paying a fair share/representation fee by providing written notice of such intent to the Union by certified mail, with a postmarked date on or before the date following 30 days of the date of ratification. The notice shall be placed in the employee's personnel file. Employees who have declined to become a member of the Union or have already sent a notice withdrawing from membership and provided such notice to Human

Resources for placement in their personnel file, do not need to take any further action. In the event the employee has not provided such notice, the employee shall be required, as a condition of employment, to join the Union within sixty (60) days of the execution of this Agreement or pay a fair share/representation fee and to maintain membership and/or pay the required fees consistent with this Article.

Employees hired after the ratification of this Agreement shall be required, as a condition of employment, to join the Union within thirty (30) days of the date of hire and to maintain membership in the Union or agree to pay the Union a fair share/representation fee. The Employer shall discharge employees who fail to comply with the requirements of this provision within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee promptly fulfills the membership obligations set forth in this Agreement.

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising the right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

- **2.1.2 Hold Harmless.** The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.
- **2.2 Dues Deduction.** During the term of the Agreement, the Employer will deduct dues or Agency fees from the pay of each member of the Union who voluntarily executes and has not revoked, a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be transmitted to the Union monthly by check payable to the Union. Upon issuance and sending of the check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues and agency fees will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability which may arise against the Employer for or on account of any deduction made from the wages of such employees.
- **2.3 Bargaining Unit Roster.** Upon the signing of this Agreement; and every one (1) month thereafter, the Employer will provide the Union, via a secured method, a roster in excel format of all employees covered by this Agreement. The list will be e-mailed to the Union. The list will include: names, addresses, home phone number, personal cell phone (where available), personal email (where available), employee ID numbers, hire dates, FTE's, job classification, step, department, wage rate, gross earnings (year to date) hourly rates of pay for each employee and actual hours paid during the month, year-to-date dues deducted.

At the end of each month, for the previous month, the Employer will also provide a list, via a secured method, of terminated employees and a list of newly hired employees on the active payroll to include FTE status, rate of pay, job classification, the employee's address and

department.

- 2.4 Voluntary Political Action Fund. 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 authorization form will remain in effect until revoked in writing by the employee. 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 undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee. 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 COPE check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check off. Further, the parties agree that the Union will be responsible for any costs and expenses associated with the set-up/programming of the deduction, and will promptly reimburse the Employer for any such costs and expenses after being notified by the Employer of those costs and expenses.
- **2.5 Job Descriptions.** The Agency will maintain job descriptions for all positions covered by this Agreement. Copies of these descriptions will be made available to employees and the Union upon request.
- **2.6** Contract. Upon initial employment, employees will be given a copy of the current Agreement and a copy of the employee's job description. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance.

ARTICLE 3 – UNION REPRESENTATION

- **3.1** Access to Premises. After notifying the appropriate administrator, the Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working, excluding patient care areas, for the purpose of investigating grievances and contract compliance. Access to the Employer's premises will not interfere with or disturb employees in the performance of their work during working hours and will not interfere with patient care or the normal operation of the Agency.
- **3.2 Officers/Delegates.** The Union will designate its officers, delegates and alternate delegates from among employees in the bargaining unit. These officers and delegates will not be recognized by the Employer until the Union has given the Employer written notice. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business will be unpaid, conducted only during non-working times and will not interfere with patient care

or the work of other employees.

- **3.3 Bulletin Boards.** The Employer will designate two(2) bulletin board spaces at the Everett Technical Park location for posting Union announcements and notification of Union activity. Within the thirty (30) days post ratification, the LMC will determination location of the second bulletin board. The Union agrees to limit the posting of Union materials to the bulletin board designated by the Employer. The Union will provide a copy of materials to be posted to the Human Resources Department prior to the time of posting.
- **3.4 Meeting Rooms.** In accordance with the Employer's practice/policy, the Union may use designated meeting rooms at the Employer's Everett Technical Park location (Monday Friday 7 a.m. 7 p.m.) upon two (2) days' notice of such request, which may be shortened by mutual agreement, for meetings of the Union provided space is available.
- 3.5 New Hire Orientation. A delegate or designee/officer may meet with new employees at the on-site orientation that is held at the Everett Technical Park location at a time scheduled as part of the Employer's new employee orientation program to introduce employees to the Union and the Union contract. The Employer will encourage new employees of the expectation to attend the union new employee orientation as part of the Employer's new employee orientation program and schedule the union orientation in the same location and at a time within or immediately adjacent to the Employer's orientation program. The employer shall inform employees newly covered by this Agreement of the union's representation status. The employer further agrees to distribute a copy of this agreement as provided by the Union to each new eligible employee; as well as a membership application, and other materials, such materials to be provided by the Union. The Employer will direct any questions about Union membership to the Union organizer/delegate. The Employer shall remit any completed copies of the Union's New Membership Form to the Union within fourteen business days.

The meeting shall not exceed one-quarter (1/4) hour in duration, and an employee may attend during his/her fifteen (15) minute rest break which may occur during or after the orientation. Employer representatives shall not be present during the Union presentation. A minimum of two (2) business days prior to orientation, the Employer shall provide the Union with a list of employees scheduled for the orientation. The list shall include the date of the orientation and the name, FTE, job classification, start date, personal cell phone (where available), personal email (where available), and department of each new employee attending the orientation.

The Employer shall make all employees who are newly starting in positions in the Union bargaining unit aware of the Union portion of New Employee Orientation, even if these employees are not new to the Employer and/or may not be attending other aspects of the Employer's new employee orientation (i.e., rehires, employees transferring to bargaining unit position from a non-bargaining unit position).

3.5.1 Virtual New Employee Orientation. In the case that the Employer holds its new employee orientation virtually (employees attend from their homes) due to public health concerns or any other reasons, 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. The same conditions as outlined above (for instance, scheduling the union orientation immediately adjacent to the employer orientation provision of the list of attendees to the union in advance, release of a union delegate, etc.) shall

apply.

3.6 Employee Participation in Union Activities. Subject to patient care needs, and subject to manager approval, employees may attend union executive board meetings, officer meetings, delegate meetings and training sessions, district delegate assemblies, or union conventions. The employee may request to use unpaid leave.

Subject to advance notice, operational and patient care needs and supervisor approval an employee may be granted a leave of absence up to thirty (30) days to assume a position with the Union. Contract provisions, other than seniority accruals, will not apply during these leaves of absence.

ARTICLE 4 – DEFINITIONS

- **4.1 Full-Time Employee**. A full-time employee is any employee who (a) works on a regularly scheduled basis at least forty (40) hours per week, except 12-hour shift Employees who are regularly scheduled to work thirty-six (36) hours per week and who has (b) successfully completed the required introductory period.
- **4.2 Part-Time Employee.** A part-time employee is any employee who (a) works on a regularly scheduled basis less than forty (40) hours per week, or less than thirty-six (36) hours per week for those Employees regularly scheduled to work thirty-six (36) hours per week, and who has (b) successfully completed the required introductory period. Unless otherwise provided for herein, a part-time employee will be compensated in the same manner as a full-time employee.
- **4.3 Per Diem Employee**. A per diem employee is any employee employed to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism.

An employee assigned to an FTE'd position who converts to a per diem position and subsequently returns without a break in service to an FTE'd position shall have their prior seniority reinstated by adjusting their date of hire for the time as a per diem employee. Except for this, per diem employees shall not have seniority. In applying for open positions, a per diem employee's date of hire shall be the determining factor as against other per diem employees applying for the same position, provided that skill, competence, and ability are considered equal in the opinion of the Employer, based on objective criteria. Per diems will be awarded open positions prior to outside applicants provided that skill, competence, and ability are considered equal in the opinion of the employer. Per diem employees will be paid in accordance with the wage rates set forth in Article 8 of this Agreement plus a fifteen percent (15%) wage premium. Per diem employees shall be eligible for compensation provided under Article 9 – Other Compensation.

4.3.1 If a per diem Employee believes that they have been working regular full or part-time hours for a period of longer than six (6) months, they can request to have the matter reviewed by Human Resources.

- 4.4 Introductory Employee. An introductory employee is an employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee will attain regular status unless specifically advised by the Employer in writing of an extended introductory period of up to an additional ninety (90) days. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure.
- **4.5** Regular Rate of Pay. Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay will be defined to include: the employee's hourly wage rate, any applicable shift differential (9.1) if regularly assigned to an evening or night shift, certification pay (9.13) and per diem premium (4.3).
- **4.6 Length of Service.** For purposes of this Agreement and the method of computing EIB, PTO, seniority, and other conditions of employment, except as otherwise provided for herein, a "month" will be defined as 173.3 hours of work, and a "year" will be defined as 2080 hours of work. Time paid for but not worked (excluding standby pay) will be regarded as time worked for purposes of computing benefits. Time worked which is paid on an overtime basis will count as time worked for purposes of computing benefits (other than PTO/EIB) up to 2080 hours in a year.
- **4.7 Preceptor.** A preceptor is an experienced clinician proficient in clinical teaching who is assigned by the Employer the responsibility for orienting new employees and retraining current Employees on specific clinical skills (for example, documentation, clinical practice, and/or order procedures) Clinicians assigned preceptor responsibilities will have these additional responsibilities considered in their direct patient care assignments and expected level of productivity.

ARTICLE 5 – EMPLOYMENT PRACTICES

- **5.1 Non-Discrimination.** The Employer and the Union agree not to discriminate or condone harassment in any manner in conformance with applicable federal and state laws against any employee by reason of race, color, religion, creed, sex, marital status, national origin, age, sexual orientation, gender identity, veteran status or membership (or non-membership) in the Union or lawful activities on behalf of the Union.
- **5.2 Notice of Resignation.** Employees will be required to give at least fourteen (14) days' written notice of resignation. This fourteen (14) day notice requirement will not include any PTO/EIB time unless approved by supervision, except in cases of personal family emergency. Failure to give notice will result in loss of accrued PTO and will make employee ineligible for rehire. The Employer will give consideration to situations that would make such notice by the employee impossible.
- 5.3 Discipline and Discharge. No per diem, full-time or part-time employee will be disciplined or discharged except for just cause. "Just cause" will be defined to include the concept of progressive discipline (such as verbal and written reprimands, the possibility of suspension without pay and termination). A copy of all written disciplinary actions will be given to the employee. Employees will be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline will not be applied when the nature of the offense is just cause for immediate suspension or discharge. An employee may

request the attendance of a Union representative during any disciplinary or investigative meeting which may lead to disciplinary action.

Written warnings and suspensions shall remain in the employee's personnel file. However, disciplinary actions for attendance and/or performance unrelated to patient care or serious behavior/conduct violations that are more than two (2) years old will not be considered for purposes of progressive discipline.

5.4 Personnel File. Personnel records will be maintained for each employee. Information contained in the personnel record will include among other information relative to the Employee's employment: employment application and supporting materials, performance appraisals, records of payroll activity, and records of disciplinary action.

Employees will be given the opportunity to provide, within one (1) week of issuance, a written response to any written evaluations or disciplinary actions to be included in the personnel file. Employees may request a copy of any material in the employee's personnel file which is relevant to the employee's concerns. Requests for duplicate copies will be at the Employee's expense.

- **5.5 Transportation.** Each employee whose assigned duties may require any travel away from the Employer's office will, as a condition of employment, provide their own automobile transportation in order to complete any such assigned duties. As a condition of continued employment, such employees must maintain a valid driver's license and minimum automobile liability insurance coverage, as required by State.
- **5.6 Parking.** Free parking will be provided at the Everett Technical Park to employees. The parties recognize that the Employer does not control the parking structures at either location and therefore agree to meet to bargain the impact of any future material change to the cost/availability/location of such parking. Free parking may also be available to other Employees at the Employers discretion. Employees will be reimbursed for the cost of off-site parking necessary in the course of work, except that traffic and parking citations and fines are the responsibility of the employee and are not reimbursable.
- **5.7 Evaluations.** All employees will be formally evaluated prior to completion of the introductory period and annually thereafter. The evaluation is a tool for assessing the professional skills of the employee and for improving and recognizing the employee's performance. The employee may print a copy of the evaluation. Employees will be required to electronically sign the evaluation acknowledging the review of the evaluation at the time of the evaluation. Employees will be given the opportunity to provide a response to the evaluation which will be retained with the evaluation in the employee's personnel file.
- **5.8** Communication. Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision.
- **5.9 Job Openings**. When a job opening occurs within the bargaining unit, providing that skill, competence, ability and prior job performance are considered equal in the opinion of the Employer, based upon objective job-relevant criteria, length of service will be the determining factor in filling such vacancy. Notice of a position opening in any job classification will be posted online for at least seven (7) consecutive days. Managers will make every reasonable effort

to inform all employees by email of a new position opening that is different from current posted openings (i.e. a different job classification or department). Preference will be given to employees from that job classification who make a timely application. If after seven (7) days, no qualified bargaining unit employee applies for a position, then that position may be offered to someone who is not a member of the bargaining unit.

Agency job openings will be updated and posted online periodically. To be considered for a job opening, an employee must complete an online application and submit it to the Employer within the posting period.

5.10 Recognition of Treatable Problems. 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 the chemically impaired employee to remain employed so long as performance expectations are maintained and the employee does not require supervision in a position where working independently is a part of the employee's job responsibilities. Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance when applicable. The Employer and the Union will encourage and support employee participation in the State substance abuse monitoring program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance.

The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued PTO/EIB and/or medical leave of absence under the same terms as other health conditions provided the employee is participating in an approved treatment/rehabilitation program. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

ARTICLE 6 – SENIORITY

- **6.1 Definition.** Seniority will mean an employee's continuous length of service as an FTE'd employee with the Employer from most recent date of hire.
 - **6.1.1 Transfer from Other Providence Health System Facilities**. Employees transferring to the Employer from other Providence Health System (PHS) facilities will be credited with seniority for time worked as an employee at those facilities for all purposes if they have maintained continuous service.
- **6.2 Layoff Defined**. A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer resulting from a need for fewer employees as determined by the Employer.
- **6.3 Layoff Notification.** Prior to implementing the provisions of this section, the Employer will seek volunteers for layoff or voluntary leaves of absence from among those employees

affected by the layoff. The employer will notify impacted employees of the potential Severance package they are eligible for as outlined in Article 6.13. Open (vacant) positions requiring comparable skills will not be filled during the period beginning with the notice of layoff through the completion of the layoff process.

The layoff will be communicated in writing to the Union and to employees in the affected job classification at least sixty (60) days prior to the layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control. Any employee who will be laid off as a result of this process will receive at least fourteen (14) days' advance notice of layoff (or pay in lieu thereof for scheduled work days missed) with a copy of notice given to the Union.

Subject to skill, competence, and ability being substantially equal in the opinion of the Employer based upon objective, job-relevant criteria, any temporaries, agency/travelers or probationary employees affected will be the first to be laid off. Upon request, the parties will meet for the purpose of reviewing the order of layoff.

6.4 Job Classification Layoff. If a layoff is determined by the Employer to be necessary for a given job classification in a specific department (Hospice, Care Center or Home Health), the least senior employee(s) in the job classification in that department (Hospice, Care Center or Home Health), will be designated for layoff providing skill, competence, and ability are considered substantially equal in the opinion of the Employer, based upon objective job-relevant criteria. If the layoff results in a restructuring of positions within the classification, then Article 6.5 will apply.

Employees who are designated for layoff may select a position from a listing of vacant positions within the Agency, providing the employee is qualified for the position in the opinion of the Employer, or the employee may take voluntary layoff.

If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine which employees will actually be laid off, as long as skill, competence and ability are considered substantially equal in the opinion of the Employer, based on objective, job relevant criteria.

6.5 Restructuring. In the event of a restructure (i.e. hours per day or skill mix) of an existing job classification in a specific department, , the Employer will determine the number of full-time and part-time FTE's required for the restructured job classification in that department. Prior to changing schedule/job assignments, the Employer will communicate in writing to the Union and to the employees in the affected job classifications at least 45 days in advance. The Employer will meet with the Labor Management Committee (LMC) to discuss the intended changes. The LMC will include at least 1 member of the affected job classifications as determined by the Union.

A listing of the FTE's for the restructured job classification, including any qualification requirements, will be provided to the affected Employees at least seven consecutive (7) days prior to the restructure along with other vacant positions within the Agency. Employees shall submit written preference lists (provided by the Employer) for the posted positions and/or schedules. Other vacant positions within the Agency will also be provided via email at that time.

Based upon these preference lists, the Employer will assign employees to positions in the restructured job classification based upon seniority, providing skill, competence and ability are

considered substantially equal in the opinion of the Employer, based upon objective, job-relevant criteria.

Employees who are not assigned a position in the restructured job classification may select a position from a listing of vacant positions within the Agency for which the employee is qualified or take layoff and be placed on the recall roster. If the number of employees choosing voluntary layoff exceeds the number of employees to be laid off, seniority will determine who will actually be laid off, providing skill, competence, and ability are considered substantially equal in the opinion of the Employer.

- **6.6 Orientation of Current Employees.** In the event of a re-bid, an employee will be eligible for a position if in the Employer's opinion, based upon objective job-relevant criteria, the employee can become oriented to the vacant position within eight (8) consecutive weeks. If the employee does not achieve a satisfactory level of performance within the eight (8) weeks orientation in the judgment of the Employer, based upon objective job-relevant criteria, the employee will be subject to layoff without further notice.
- **6.7 Seniority Rosters.** If a layoff is announced, a current seniority roster by job classification will be provided to Employees upon request. A copy will be immediately provided to the Union, along with a listing of any vacant positions. The listing of the Employer's vacant positions will include job classification, hours of work, shift, department and FTE.
- **6.8** Recall. Employees on layoff status will be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Employees on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer. When a vacancy occurs in the employee's job classification and department, the employees will be reinstated in the reverse order of layoff providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Any recall of employees out of seniority will be communicated to the Union at the time of the recall. Acceptance of per diem work while on layoff will not affect an employee's recall rights. Subject to the above qualifications, an employee on layoff will be offered reinstatement to vacant positions in that employee's job classification prior to any employee being newly hired.
- **6.9 Termination.** Seniority will terminate (a) upon cessation of the employment relationship (for example, discharge, resignation, retirement, refusal to accept or failure to respond within seven (7) days to a comparable job opening offered by the Employer while on layoff), or (b) after twelve (12) consecutive months of layoff.
- 6.10 Change in FTE Status. If a reduction in FTE is determined by the Employer to be necessary, the Employer will first seek volunteers from the job classification and department to accomplish these changes. In the absence of an adequate number of volunteers, the least senior employee(s) in the targeted job classification and department will receive the FTE reduction providing that skill, competence, ability are considered equal in the opinion of the Employer based upon objective job relevant criteria. Any employee subject to an involuntary reduction in their FTE will be given preference up to their previous FTE if the Employer seeks to expand the hours of an existing FTE in the employee's job classification and department.

Any employee subject to an involuntary reduction in their FTE of greater than a 0.2 FTE, or any involuntary reduction resulting in a loss of employee or dependent medical insurance coverage,

will, if they continue working, have the same job rights as employees on the Recall Roster.

- **6.11 Comparable Job.** For the purpose of layoff, "comparable job" will be defined as within a 0.2 FTE of the employee's current position, in the same department job classification, rate of pay and shift.
- **6.12 Low Census.** Low census, for the purpose of this contract, is defined as an agency-wide decline in work resulting in a temporary decrease in staffing. During temporary periods of low census, the Employer will send home:
 - 1. Employees in the affected job classification and department on overtime;
 - 2. Volunteers
 - 3. Per Diems
 - 4. Full and Part-time employees, starting with the least senior employee. The Employer will endeavor to rotate low census equitably among all employees within the job classification, providing skill, competence, ability and availability are considered equal as determined by the Employer

Employees placed on low census will have priority for any standby assignments. By mutual agreement with the Employer, Employees may agree to trade their positions on the rotation list with other employees in their job classification and department. At the employee's discretion, PTO may be used to offset low census hours.

Employer will not place employees on involuntary low census when contract and/or agency staff are scheduled to perform work in the same job classification and department as the employee to be low censused provided the employee is willing to work the assignment. Employees who are scheduled to work but are either canceled or released from duty due to low census will continue to receive medical and dental insurance coverage. Further, low census hours taken will be considered hours paid for the accrual of all non-retirement benefits.

6.13 Severance Pay. Upon completion of the probationary period, any full-time or part-time employee subject to layoff, who does not have a comparable job available, will receive severance pay as set forth below. Any employee receiving severance pay shall not have recall rights.

Years of Service	Severance Pay
0-2 years	6 days
<u>3 – 4 years</u>	<u>10 days</u>
<u>5 - 9 years</u>	<u>16 days</u>
<u>10 – 14 years</u>	<u>18 days</u>
<u>15 – 19 years</u>	<u>23 days</u>
<u>20+ years</u>	38 days

- **7.1 Work Day.** The normal work day may consist of eight (8) hours' work to be completed within eight and one half (8-1/2) consecutive hours, ten (10) hours work to be completed within ten and one half (10-1/2) consecutive hours or twelve (12) hours work to be completed within twelve and one half (12-1/2) consecutive hours.
- **7.2 Work Period.** The normal work period will consist of forty (40) hours of work within a seven (7) day period.
- 7.3 Work Schedules. Monthly clinical work schedules (i.e. hours and days) will be posted ten (10) days prior to the beginning of the scheduled work period. With the exception of an unavailability of qualified clinicians which was not known at the time of the schedule posting, or low census conditions, individual scheduled hours of work set forth on the posted work schedules, may be changed only by mutual consent.
- **7.4 Overtime.** For those employees in non-exempt positions, overtime will be compensated for at the rate of one and one-half (1 $\frac{1}{2}$) times the regular rate of pay for time worked beyond a forty (40) hour work week. Time paid for but not worked will not count as time worked for purposes of computing overtime pay. The Employer will not use time off with pay as basis for scheduling an employee for extra hours of work. Overtime will be computed to the nearest fifteen (15) minutes. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 $\frac{1}{2}$). The overtime provisions of this section shall not apply to time spent for educational purposes (CE days, education leave, educational offerings, etc.) unless required by law. Absent unusual circumstances involving unexpected patient care requirements, all overtime must be pre-approved by the supervisor.
 - **7.4.1 Mandatory Overtime.** The Employer agrees to comply with the provisions of state or federal law pertaining to mandatory overtime. Prior to mandatory overtime, reasonable efforts will be made to 1) seek volunteers, 2) contact employees who have indicated that they are willing to pick up extra shifts, 3) use per-diem staff, In the event there is still insufficient staff, reasonable overtime may be assigned equitably.
- **7.5 Meal/Rest Periods**. Meal periods and rest periods will be administered in accordance with state law (WAC 296-126-092) which provides:

Employees will be allowed an unpaid meal period of one-half (1/2) hour.

Employees required by the Employer to remain on duty during their meal period will be compensated for such time at the appropriate rate of pay.

Employees will be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time, which may include intermittent breaks. For an eight (8) hour shift, the employee is eligible for two (2) fifteen (15) minute breaks, for a twelve (12) hour shift, the employee is eligible for three (3) fifteen (15) minute breaks.

7.6 Report Pay. Non-exempt employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census will receive a minimum of three (3) hours' work at the regular rate of pay or three (3) hours pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee at least one (1) hour in advance of the scheduled shift. It shall be the responsibility of the employee to notify the Agency of the employee's current address and

telephone number.

7.7 Weekends. The weekend will be defined as that period after midnight Friday until 7:00 a.m. Monday. If weekend work is required above the employee's FTE, the Employer will make a good faith effort to give equivalent unpaid time off in the prior or following week for the safety of both employee and patient.

Mandatory weekend work will be limited to one weekend day or both weekend days per eight (8) weeks for hospice and one weekend day or both weekend days per four (4) weeks for home health. Management will seek out other creative ways to fill the staffing need while providing continuity of care.

7.8 Rest Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to avoid scheduling employees to work away from home with less than twelve (12) hours off duty between such scheduled work assignments. In scheduling work assignments for employees on twelve (12) hour shifts, the Employer will make a good faith effort to avoid scheduling employees to work away from home with less than ten (10) hours off duty between such scheduled work assignments. This Section will not apply to time spent for educational purposes, committee meetings, staff meetings or to time spent on standby and callback assignments performed pursuant to Article 9.

Any work done at an employee's personal residence will not be applied to 7.9 unless the work is done by a Home Hospice night shift employee whose personal residence is their work base and the employee is requested by the Employer to work beyond the end of their required schedule.

- **7.9 Shift Rotation**. Routine shift rotation (i.e., days, evenings, nights) is not an approach to staffing endorsed by the Employer. Except for a sudden, unexpected, or impending situation where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent. If such an occasion should ever occur, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse seniority basis by classification and location until the staff vacancies are filled.
- 7.10 Floating The Employer retains the right to change employee's daily work assignment on a day-to-day basis by floating employees to other work areas within the employee's service line in order to meet patient care needs. Employees who are required to float will have received orientation appropriate to the assignment and will be expected to perform all basic job functions when floating. If during a floating assignment an employee is asked to perform a task or procedure for which the employee does not feel qualified or trained to perform, it is the employee's obligation to immediately discuss with the appropriate supervisor the tasks the employee believes s/he is not qualified to perform.

The Employer will make a good faith effort to limit mandatory reassignment of staff to other work areas; in the event of a temporary float to a new work area, the Employer will first seek volunteers.

<u>ARTICLE 8 – COMPENSATION</u>

8.1 Wage Rates. The classifications of employees covered under this Agreement and the

corresponding ranges of pay are set forth in Appendix "A" which is attached hereto and made part of this Agreement. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those specified in this Agreement.

Effective the second full pay period following ratification, employees will receive 3% across the board increase.

Effective the first full pay period following April 1, 2024, employees will receive 3% across the board increase.

Effective the first full pay period following November 1, 2024, employees will receive 3% across the board increase.

Effective the first full pay period following April 1, 2025, employees will receive 3% across the board increase.

- **8.1.1** Salary Plus Incentive Plan. The Employer will provide a Salary Plus Incentive Plan (the "SIP") as described in Appendix B.
- **8.1.2** In addition to the wage increases in Appendix A, effective the second full pay period following ratification-immediately following the ATB increase above, the following market rate adjustments shall also become effective:

```
RN - 7%
HHA - 10%
Hospice Aide - 10%
Bereavement Counselor - 10%
Social Worker - 10%
Speech Language Pathologist - 8.5%
Occ Therapist - 8%
Cota - 8%
PTA - 8%
PT - 7.5%
Admissions Coord LPN - 10%
LPN/LVN - 10%
Clinical Asst - 5%
Pt Scheduler - 5%
Chaplain - 7%
```

In addition to the wage increases in Appendix A, effective one year from the date of ratification of this agreement, the following market adjustments will also become effective:

```
Home Health Aid – 7%
Hospice Aide – 7%
Admissions Coordinator LPN/LVN – 5%
LPN/LVN – 5%
Clinical Asst – 3%
Scheduler – 3%
```

- **8.2 Wage Increases.** All increases in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date designated.
- **8.3** Recognition for Past Experience. All employees hired during the term of this Agreement shall be given full credit for continuous recent experience when placed on the wage scale. For purposes of this section, continuous recent experience shall be defined as experience in an accredited hospital, ambulatory care setting, home health agency, skilled nursing facility or equivalent health care experience (including temporary employment with an employer, without a break in experience which would reduce the level of relevant skills in the opinion of the Employer).
 - **8.3.1 Prior LPN Experience**. Registered Nurses hired during the term of this Agreement shall be credited with prior applicable clinical LPN experience based on one (1) year of experience on the registered nurse wage schedule for each two (2) full years of prior Licensed Practical Nurse experience. Applicable clinical LPN experience shall be defined as continuous recent experience in an accredited hospital, ambulatory care setting, home health agency, skilled nursing facility, or equivalent health care experience without a break in nursing experience which would reduce the level of licensed practical nursing skills in the opinion of the Employer.
 - **8.3.2 Prior Chaplain Experience.** For purposes of measuring Chaplain experience, Chaplains will receive full credit for the amount of time they have worked as a board certified Chaplain, while eligible for board certification with either a Masters of Divinity or an appropriate waiver, or performing pastoral work in a church setting after having obtained a Masters of Divinity.
 - **8.3.3 Prior Clerical Experience.** For purposes of measuring clerical experience, Patient Schedulers and Clinical Assistants will receive full credit for continuous (including temporary employment with an employer, without a break in experience which would reduce the level of relevant skills in the opinion of the Employer) recent clerical experience which is relevant to the skillset, potentially including outside of healthcare settings, required to perform the work required in the opinion of the Employer.
 - **8.3.4 Prior MSW Experience.** For purposes of measuring prior MSW experience, MSWs will receive full credit for recent MSW experience from the time of graduation with MSW degree.
- **8.4 Hire In Rates.** If at any time an employee is hired into a position at a rate higher than that of a current employee(s) in the same position with the same or greater experience in the opinion of the Employer, that current employee(s) shall be moved to the same rate as the newly hired employee, effective the first full pay period following the hire date of the new employee.
- **8.5 Wage Scale Advancement.** Wage Scale Advancement (an employee's individual scale increase) set forth in this Agreement shall become effective at the beginning of the first full payroll period following their anniversary date of hire.

8.6 Exempt Employees The following employees are exempt: Hospice Chaplains and Home Health RNs, PTs, OTs, and SLPs.

ARTICLE 9 – OTHER COMPENSATION

9.1 Shift Differentials. Nonexempt employees who are required by the Agency to work a shift other than the Monday-Friday Day shift, and the majority of hours worked falls during either Evening (4:00 p.m. - 12:00 a.m.) or Night Shift (12:00 a.m. - 8:00 a.m.) hours shall be paid the following differentials:

	RN / OT / PT / SLP	LPN / PTA/ COTA	MSW/Social Worker	Home Health Aide /	Non-Clinical Staff
			GSS Svc. Counselor Per Diem Chaplain	Hospice Aide	
Evening	\$3.00/hr	\$3.00/hr	\$3.00/hr	\$3.00/hr	\$3.00/hr
Night	\$4.00/hr	\$4.00/hr	\$4.00/hr	\$4.00/hr	n/a

9.2 Standby/Callback. Employees (with the exception of Exempt Home Health RNs; see Sec. 9.2.1) placed on standby will be paid the equivalent of the following:

RN LPN	MSW/Social Worker GSS Svc. Counselor Per Diem Chaplains	Home Health Aide / Hospice Aide	Chaplain
\$4.00/hr	\$3.25/hr	\$2.75/hr	\$375* (After Hours Mon - Sun) \$100* (Sat & Sun Day)

^{*}Sat/Sun/Holiday day shifts are included in these combined shifts

Nonexempt employees on standby who are called back to make a visit will be paid a minimum of three (3) hours at their applicable rate of pay and any applicable Shift Differential for all callback hours worked during the "Stand-by" shift. Nonexempt employees will be paid at the applicable rate of pay plus applicable differential, in fifteen (15) minute increments, for time spent responding to call by telephone during standby status.

Exempt Chaplains on standby who are called back by triage/AOC to make a visit are paid seventy-five dollars (\$75) per visit and \$10 per phone call per fifteen (15) minutes.

MSW/Social Worker and Chaplain will be exempt from mandatory after-hours call but may volunteer to be placed on standby.

- 9.2.1 Exempt Home Health RN After-Hours Call. Providence Hospice and Home Health of Snohomish County is committed to giving patients quality care from professionals who are alert and ready to give their best. To this end, there will be no mandatory after-hours call for home health, except in emergent situations that may impact patient care, which may involve natural or other disasters, instances in which no agency or other personnel are available, and other traditionally recognized emergent situations. The home health after-hours call will cover telephone triage only. This will include:
 - Maintaining the existing after-hours call support from an outside agency
 - Continued exploration by the Labor Management Committee of hourly staff positions to provide after-hours support in home health nursing.

Exempt Home Health RNs will be paid \$100for each standby shift (5:00 p.m. through 8:00 a.m.).

There is no requirement for provision of direct care visits for After Hours Standby: Home Health call will cover telephone triage only. The supervisor will determine an employee's clinical readiness to assume After Hours.

Telephone consultations taken while on call after hours will be tracked. Home Health RNs will receive payment based on the number calls taken during each After-Hours Standby shift as follows:

1 to 10 calls/on call shift	\$95
>11 calls/on call shift	\$175

For purposes of this section, a telephone consultation is defined as the entire response including but not limited to the following components: notification from the answering service/triage, response to the original caller and related documentation in EMR.

Staff caseload expectations during the workday may be adjusted by the supervisor in consideration of time spent responding to patient calls or consultations the previous night.

Volunteers will be sought first after which after-hours call will be assigned by reverse seniority by reverse seniority.

9.3 Weekend Premium Pay. Nonexempt employees who work a weekend shift per Article 7.8, Weekends shall be paid the following:

RN/OT/	MSW/Social	Home Health
PT / SLP	Worker	Aide / Hospice
		Aide & Non-
LPN / PTA	GSS Svc.	Clinical Staff
/COTA	Counselor Per	
	Diem Chaplain	
\$4.00/hr	\$4.00/hr	\$4.00/hr

- **9.4** Preceptor Pay. Nonexempt employees assigned to precept a new employee, shall be paid two dollars (\$2.00) per hour in accordance with Agency policy.
- 9.5 Certification Premium. Employees are eligible to earn a premium of one dollar (\$1.00) per hour for earning a current certification from the following list and regularly working in his or her area of certification. The premium will be paid effective the beginning of the first pay period after an employee provides the certification document to their supervisor written evidence of the certification, and being so assigned. If the employee provides timely notification of the certification (i.e. within one month of the date the employee receives certification documents), the premium will be retroactive to the first day of the pay period following the date the certification is earned. The employee retains the responsibility for notifying the Employer, within a timely manner, of each renewal of the certification in order to continue to receive this premium. Employees holding multiple certification shall be eligible to receive only one certification premium.

Eligible certifications include:

Agency	Certification	Acronym
Wound, Ostomy, and Continence Nursing Certification Board (for Home Health employees)	Wound, Ostomy, and Continence Certification	CWOCN
National Certification Board for Diabetes Educators (for Home Health employees)	Certified Diabetes Educator	CDE
Hospice and Palliative Nursing Association (for Hospice employees)	Certified Hospice & Palliative Nursing Assistant	CHPNA
National Board for Certification of Hospice and Palliative Nurses (for Hospice employees)	Certified Hospice & Palliative Licensed Nurse	CHPLN
Hospice and Palliative Nurses Association (for Hospice employees)	Certified Hospice & Palliative Nurse	CHPN
National Association of Social Workers (for Hospice employees)	Advanced Certified Hospice and Palliative Social Work	ACHP-SW
National Association of Social Workers	Certified Social Worker	ACSW
OASIS Certificate and Competency Board(for Home Health employees)	OASIS Specialist-Clinical	COS-C

Board of Chaplaincy Certification Inc. (for Hospice employees)	Certified Hospice & Palliative Care Chaplain	НРРС
Accreditation Board for Specialty	Certified Wound Care Nurse	CWCN
Nursing Certification (for Home Health		
employees)		

Additional certifications may be approved by the appropriate service line Director.

9.6 Mileage. Employees will be reimbursed for the business use of their personal automobiles at the standard mileage rate authorized by the United States Internal Revenue Service (IRS).

ARTICLE 10 – PTO/EIB

10.1 Paid Time Off/Extended Illness Bank. The Employer provides eligible employees with the opportunity to earn paid time off for various reasons including vacation, holidays, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours. Time off for extended illness is accrued as EIB (Extended Illness Bank) hours.

Full-time and part-time employees are eligible to accrue PTO and EIB hours based on their regular straight-time hours worked each pay period up to a maximum of 40 hours per week and 2080 hours per year.

Accrual Schedule

Current PTO/EIB accrual rates for full-time employees are as follows:

Length of	PTO Days Accrual	PTO Hours Accrual per Year	PTO Hours Per Pay Period Accruals	Maximum PTO Hours Accruals per Calendar
Service	per Year	•		Year
0 - 3.99	24	192	7.3846	288
4 - 8.99	29	232	8.9231	348
9 - 19 +	34	272	10.4615	408
	EIB Days	EIB Hours		
Length of	Accrual	Per Pay Period	Maximum EIB Accrual	
Service	per Year	Accruals		
0 - 3.99	6	1.84	1040 hours	
4 - 8.99	8	2.46	1040 hours	
9+	10	3.07	1040 hours	

Paycheck stubs will indicate employees' current PTO leave accumulation.

The Employer will comply with the Washington Safe and Sick Time in accordance with law.

10.2 Extended Illness Bank EIB. EIB hours will be used for days off work due to illness or injury in the following circumstances:

- a. EIB can be accessed immediately in the following situations:
- b. From the first day of employee hospitalization, or outpatient surgical procedure where moderate sedation is used;
- c. From the first day off due to an employee's accident or illness eligible for Workers' Compensation benefits.
- d. A combination of PTO hours and EIB hours are used to continue an employee's pay in the event of illness or injury. PTO hours will be used for the first two (2) workdays off due to the same illness or injury. Beginning with the third workday absent, accrued EIB hours are used in place of accrued PTO hours. (Employees scheduled to work 10-hour shifts or 12-hour shifts may use EIB for illness or injury after the first 20 and/or 24 hours absent.)
- **10.3 PTO Schedules**. Employees are required to use accrued PTO for planned and unplanned time off. Department management may approve or deny time off requests based on department needs and work requirements. Employees are encouraged to appropriately plan the use of their PTO accrual to ensure available PTO remains in their accrual bank for absences due to short term illness and observed holidays. When accrued PTO and EIB (if applicable) are exhausted, any remaining time off will be unpaid.
 - a. Employees are required to use accrued PTO time before requesting any unpaid time off
 - b. Employees may only request PTO to replace regularly scheduled hours, not to exceed their normally scheduled work week hours.

PTO requests shall not be unreasonably denied. PTO will begin accruing the first day of employment. All PTO must be approved by a supervisor before it is taken unless it is used for unplanned time off.

10.3.1 PTO Request. Employees will present written requests for PTO as far in advance as is possible, but not less than two (2) weeks before the work schedule is posted, and no more than twelve (12) months in advance. PTO will be granted on a first come first served basis, if submitted on the same day, then by seniority except that seniority will be considered on a rotating basis. Employees will be notified in writing within two (2) weeks after the request is submitted and receipt is acknowledged by the manager or designee as to whether the PTO is approved.

10.3.2 PTO Prime Time.

Prime time will be defined as:

- a. June I through September 30 of each year;
- b. November 15 to January 10; and

Non-prime time will be defined as all other time periods outside those defined as prime time.

PTO will be scheduled in such a manner as to provide adequate core staffing per work area.

No more than three (3) consecutive calendar weeks of PTO may be granted during prime time. Employees who receive three (3) consecutive weeks of PTO one year, will be limited to two (2) consecutive weeks of PTO the following year. Prime time requests

will be submitted by March 15 and September 15 respectively and reviewed at that time. Prime time PTO approvals will be granted in order of seniority. Management will endeavor to ensure that all team members are able to receive some PTO during the summer season. Employees will not lose accrued PTO if a) the employee has requested time off no later than October 31 and b) the Employer is unable to schedule the time off during the year.

10.4 Work on Holidays. All full-time, part-time and per diem employees who work on the following holidays:

New Year's Day Martin Luther King Jr. Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

Employees will be paid at the rate of one and one-half times $(1 \frac{1}{2} x)$ the employee's regular rate of pay for all hours worked on the holiday.

In the event any holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. For employees who work both the observed and the holiday only one holiday will be paid as holiday.

- **10.5 Rotation of Holiday Work.** Holiday work will be rotated by the Employer to the extent practicable given patient care needs.
- **10.6 Payment Upon Resignation.** After completing their introductory period, Employees will be paid upon resignation of employment for all PTO accrued but unused provided two (2) weeks' notice is provided per Article 5.2.
- **10.7** Pay Rate. PTO pay will be paid at the employee's regular rate of pay.
- **10.8** Notification. Employees will notify their supervisor or designee not less than two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Failure to comply with the above specified notification requirements may result in loss of paid time for that day and/or disciplinary action.
- **10.9 Return to Work.** The Employer may require physician/health care professional's documentation and release to return to work.

<u>ARTICLE 11 – HEALTH AND SAFETY</u>

- **11.1 Health and Safety.** The Agency will maintain a Safety Committee in accordance with all regulatory requirements. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee.
- 11.2 Health and Safety Protections. Health and safety being critical concerns of the

Employer and Employees, the Employer will provide the following:

- a) **Hepatitis Vaccine**. New employees who are providing patient care are encouraged to accept a Hepatitis B vaccine according CDC infection control guidelines for health care workers. This would apply to those employees who may be exposed to blood, body fluids or sharp instruments. The Hepatitis B vaccine will be available at no cost through the employer to employees who are routinely exposed to blood, body fluids, or sharp instruments.
- b) **Tuberculosis Exposure Control Program**. All employees working in patient care areas will be provided with TB screening/testing according to the Washington State Department of Labor and Department of Health following CDC guidelines for Tuberculosis Prevention and Treatment. All employees working in patient care areas will have tuberculosis screening at hire. In the event of a positive reaction to the tuberculosis test the employer will follow the CDC guidelines for retesting and X-ray if indicated. Any employee who has a positive tuberculosis test as a result of an occupational exposure will be referred to an appropriate medical specialist for follow up. Cost of the tuberculosis testing, medical follow-up, and x-ray when required will be paid for by the Employer or Employer's Worker's compensation plan, whichever is appropriate.
- c) Security. Security services will be available in accord with agency policy to accompany clinical staff on visits when safety and security of staff are in question. Security services are available for telephone contact when staff are making weekend, evening or late night visits and a need exists for someone to know their whereabouts.

ARTICLE 12 – MEDICAL AND INSURANCE BENEFITS

- **12.1** Eligibility. Effective beginning the date of hire or from the effective date in a benefits eligible status, full time and part time employees with a 0.5 FTE and above will participate in the benefits plan provided by the Employer on the same basis as offered to the majority of employees in the Agency. Participation in the benefits programs provided by the Employer shall be subject to specific plan eligibility requirements and plan documents.
 - **12.1.1 Medical Plan Assistance Program.** The Medical Plan Assistance Program (MPAP) provides financial assistance to employees in the form of free or reduced medical plan premiums based on total taxable household income and the Federal Poverty Level, as determined annually by the U.S. Department of Health and Human Services. Unit employees will participate in the MPAP to the same extent as the majority of other Agency employees.
- **12.2 Other Insurance.** The Employer will provide for self-insure Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.
- **12.3 Retirement Plan.** The Employer will provide a retirement plan for all eligible employees. Retirement benefits and eligibility requirements for participation will be defined by the Employer's plan. The Union will be given at least sixty (60) days' notice of any change in the plan before the change is implemented.
- **12.4** Plan Changes. In the event the Employer modifies its current plans or provides an

alternative plan(s) the Employer shall notify the Union at least sixty (60) days prior to the intended implementation date.

<u>ARTICLE 13 – LEAVES OF ABSENCE</u>

13.1 In General. All leaves of absence are to be requested from the Employer in writing thirty (30) days in advance, stating the reason for the leave and the amount of time requested. When such notice is not possible, leaves must be requested as far in advance as possible. A written reply to grant or deny the request will be given within thirty (30) days. A leave of absence begins on the first day of absence from work. All leaves will be administered in accordance with state and federal leave laws and their interpretive regulations.

If an employee is not eligible under applicable law, such as the FMLA, they may be eligible for a Health Leave of Absence or other leaves under the Employer's existing policies.

- 13.2 Pregnancy Disability Leave. A leave of absence will be granted upon request of the employee for the period of disability due to pregnancy, without loss of benefits accrued to the date such leave commences. This leave may be extended under the Health Leave of Absence policy. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary physical disability, the employee will return to their prior position and former full-time or part-time status. If an extension of the leave is granted, upon requesting return to work, the employee will be offered the first available opening for which the employee is qualified. The employee may use previously accrued EIB during the period of disability and PTO thereafter to the extent accrued during the Pregnancy Disability leave. Medical insurance coverage will be continued for up to six (6) months. The Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position.
- **13.3** Family and Medical Leave. Pursuant to the Family and Medical Leave Act of 1993 and Washington state law, upon completion of twelve (12) calendar months of employment and at least 1250 hours of actual work during the previous twelve (12) months an employee shall be entitled to up to twelve (12) weeks of unpaid leave in a rolling twelve month period (calculated backward) to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, child either under the age of 18 or age 18 or older and incapable of self-care because of a mental or physical disability, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. Employees will be granted up to twenty-six (26) weeks of leave to care for a military member with a serious injury or illness. The Employer shall maintain the Employer's contribution to the employee's health benefits during this leave for a period of up to six (6) months and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the Family and Medical leave. The use of Family and Medical leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, Family and Medical leave may be taken intermittently or on a reduced work schedule. If a leave qualifies under both federal and state law, the leave shall run concurrently as permitted by law. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. Family Leave shall be interpreted consistently with the conditions and provisions of the state and federal law.
- 13.4 Washington Family Care Act. An employee who has existing leave accruals may use

accrued time to provide needed care for a spouse, registered domestic partner, child, parent, parent-in-law through marriage or domestic partnership, or grandparent with a serious health condition. It can also be used to care for a child under the age of 18 with a routine childhood illness or for needed preventive care (i.e., doctor or dentist visits) or to care for an adult child with a disability. The leave will run concurrently with any leave approved under the Family and Medical Leave Act (FMLA).

- 13.5 Military Leave. Leave required for voluntary or involuntary military service shall be granted in accordance with state and federal law. It will be granted without pay, without loss of benefits accrued to the date such leave commences, and will not be considered part of the employee's earned PTO time unless the employee requests use of PTO time. Reemployment rights shall be granted in accordance with state and federal law.
- 13.6 Jury Duty and Witness Leave. All full-time and part-time employees who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer in accordance with Article 4.5. Employees will not be expected to work their scheduled shift while serving on jury duty. To be eligible for jury duty or witness leave pay, employees must give their department heads immediate notice of jury duty call and proof of summons. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.
- 13.7 Bereavement Leave. Up to three (3) scheduled work days off (thirty-six (36) hours of pay for 12 hour employees) with pay will be allowed for a death in the immediate family. Leave will be taken within two (2) weeks of the day the death and in any event within thirty (30) days of the death or service. An additional two (2) days (PTO or unpaid leave) will be granted when the funeral service is more than four hundred fifty (450) miles from the employee's home office. The term "immediate family" will include the following relatives of the employee: spouse, son or daughter (or in-law), father or mother (or in-law), brother or sister (or in-law), stepparent, stepchild, stepbrother, stepsister, grandparent, grandchild, or any person that was living together in the same household in a relationship considered substantially comparable to any of the aforementioned.
- **13.8** Leave Without Pay. Employees on a leave without pay will neither accrue nor lose seniority during the leave of absence for purposes of non-retirement benefits.
- **13.9** Leave With Pay. Leave with pay will not affect an employee's compensation, accrued hours, benefits or status with the Employer.
- **13.10 Return From Leave.** If a leave of absence does not exceed thirty (30) days, the employee will be entitled to return to the same position, work area held prior to the leave. Except as otherwise provided for in this Article 13, employees who return to work on a timely basis in accordance with an approved leave of absence agreement in excess of thirty (30) days will be entitled to the first available opening for which the employee is qualified consistent with the provisions of Section X.X (Job Openings).

ARTICLE 14 – LABOR MANAGEMENT COMMITTEE/STAFFING

14.1 Labor-Management Committee. The Employer, together with the Union selected

representatives of the employees, will establish a Labor-Management Committee to assist with issues of mutual concern.

The purpose of the Labor-Management Committee is to foster improved communications between the Employer and the employees covered by this Agreement, to recommend solutions to issues identified by the Committee; and to make recommendations for the improvement of working conditions.

The Committee will be established on a permanent basis and will consist of four (4) representatives of the Employer and four (4) representatives of the employees appointed by the Union. At least one Director will be present in each meeting. Each meeting will have management representative of both Home Health and Hospice. The Committee shall meet not less than quarterly or as often as mutually deemed necessary. Minutes will be recorded of each Labor Management Committee. The Employer and Union will alternate minute taking roles. The minutes will be distributed at the end of each meeting. The meeting notes will be approved at the beginning of the next meeting.

- 14.1.1 Equity and Inclusion. Within thirty (30) days following ratification of this Agreement, issues regarding equity and inclusion of employees at PHHCSC shall be a standing agenda item of the Labor Management Committee. Discussion of these issues will be an integral part in promoting a workplace where each employee is part of a just work environment where the value of diversity and inclusion are understood and advanced, to include the impact of biases in the workplace. Members of LMC will attend three (3) joint sessions, facilitated by two (2) independent facilitators jointly selected by the parties, addressing such topics as awareness of hidden bias, equity and inclusion and culture competency. The outside facilitators will be paid for by the Employer. The first joint session will be held within six (6) months of ratification. An agenda for the sessions will be circulated and agreed upon in advance. An additional session will be conducted in which the facilitator will assist LMC with the creation of a joint work plan, with one or more goals, mutually agreed upon, to improve equity and inclusion at PHHCSC. These facilitated joint sessions will be on paid time for up to four (4) LMC members. LMC will establish baseline data tracking and success measures related to the work plan.
- 14.2 Compensation. All meeting time served by employees on Employer-established committees where attendance is required, as well as time spent by those committees established by this Agreement will be considered time worked and will be paid at the appropriate contract rate. Where the Employer makes a specific, written assignment to an employee to prepare for a meeting outside of the employee's regular work hours/assignment, the time spent within that authorization shall be paid time.
- **14.3 Staffing.** The parties acknowledge that together we endeavor to provide caseloads and productivity standards consistent with providing quality health care services to the community.

We also acknowledge that changes in acuity of patients, documentation requirements, staff availability and other caseload/productivity requirement issues can occur, requiring mutual understanding and communications.

In order to ensure that Hospice and Home Care are staffed appropriately, both with the necessary number of registered nurses required to care for the patients' clinical needs, as well as the necessary number of other patient care services staff, the Employer agrees to

make every reasonable effort to staff in accordance with the staffing plans developed by the Labor Management Committee.

- 1. Staffing shall be a standing agenda item on the Labor Management Committee and shall include the following areas of discussion:
 - a. Census, including total numbers of visits per week, travel between assignments, and activity such as patient discharges, admissions, and transfers;
 - b. Level of acuity, as determined by the clinical assessment of all patients, and nature of the care to be delivered;
 - c. Skill mix required;
 - d. Level of experience and specialty of available staff;
 - e. The need for specialized or intensive equipment;
 - f. Staffing guidelines adopted or published by national clinical professional associations;
 - g. Significant technological or clinical advances.
- 2. Assist in seeking solutions for the availability of staff to meet patient care needs.
- 3. Review, assessment and response to staffing concerns presented to the Committee.

Employees who have concerns about their caseload requirements are encouraged to address the issues directly with their supervisor or designee. Many staffing/caseload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources.

After doing so, any employee(s) who are not satisfied with the supervisor/manager response to the staffing concern they may make take their concerns to the Labor Management Committee for inclusion on the meeting agenda. The Labor Management Committee shall discuss the concern and shall provide recommendation to resolve the staffing concern. The Program Director of the impacted or affected department and Human Resources shall be present at the meeting where the issue is discussed.

Committee members shall be relieved of all other work duties during meetings of the committee. The Employer will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Committee, or an employee who notifies the committee or the agency administration of their concerns about staffing.

The Labor Management Committee will address the definition of appropriate caseload/workload size with consideration of such factors as:

- a. Driving: mileage and/or time
- b. Admissions
- c. Complex clients and family scheduling issues
- d. Team Meetings
- e. Recertification and resumption of care
- f. Scheduling issues
- g. Productivity requirements

- **15.1 Orientation**. The objectives of orientation are to familiarize newly hired employees with the objectives, philosophy, mission, values and services of the Agency. New employees are to be oriented to Agency policies and procedures and instructed as to their functions and responsibilities, as defined in job descriptions.
- **15.2 In-Service Education**. The Agency shall maintain a regular and on-going in-service education program to promote quality patient care and develop staff potential. The Employer will endeavor to schedule such programs to be available for all staff. Programs will be communicated online via email or in person in advance and will indicate if attendance is mandatory.

Non-exempt employees required by the Employer to attend in service education during off duty hours will be paid at the employee's regular rate of pay. Exempt employees will not suffer any reduction to their base salary for attending in-service education. The Employer will make a good faith effort to provide contact hours for continuing education programs.

- **15.3 Approved Expenses**. When the Employer requires the employee to participate in an educational program (which do not include programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.
- 15.4 Education Leave/Professional Leave Time. Current information and skills are imperative to the operation of the agency. Staff are encouraged to seek educational opportunities relevant to their areas of responsibility. Upon completion of the introductory period, employees may use up to three (3) paid education days or a maximum of twenty-four (24) hours per calendar year (prorated by FTE). Use of the leave is subject to approval by their manager consistent with PHHC practice. Such leave time will be subject to the scheduling requirements of the Employer. Educational/ professional leave time may be granted for partial days. Staff utilizing paid education days are expected to provide staff in-services and/or share materials with the Agency. Under special circumstances, managers may request that staff to attend conferences or workshops to represent the agency. When the request for attendance is from the agency, the time will not be subtracted from the staff member's education days and all approved costs of the conference will be at the agency's expense.

Subject to appropriate advance notice and scheduling requirements, two (2) Union Officer, Delegate or Contract Committee member may take one (1) day per calendar year unpaid leave/professional leave time to attend union-sponsored training in leadership, representation and dispute resolution.

15.5 Continuing Education and Professional Development Expenses. The Employer acknowledges the need for continuing professional education for all full time and part time employees. Employee requests for education funds should be directed by the employee in writing to the employee's manager. Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs, such as course tuition, registration fees and certification exams, up to five-hundred dollars \$500 (prorated by FTE). Such financial assistance shall be subject to the approval of the subject matter and verification of attendance and/or completion of the course.

Approval of use of the funds will depend on the following criteria:

- a. Relevance to primary job responsibilities;
- b. Ability to share information with other staff;
- c. Consistency with plan established by employee and manager during annual performance review.
- **15.6** Tuition Reimbursement Program. The parties recognize the importance of enhancing Employee career development through higher education and acquiring applicable technical or professional skills in order to improve their potential for future growth. To that end, Employee covered by this agreement are eligible to participate in the Employer's Tuition Reimbursement program as follows:

Tuition reimbursement of \$5,250 per employee (pro-rated for part-time employees) per year will be made available to employees pursuing college credits or certifications to advance their careers in healthcare.

In order to be eligible to receive funds, employees must work at least twenty (20) hours/week, have worked for Providence for at least ninety (90) days and continue to be employed at the time the credits are received. Courses must be career and/or job related and aligned with the organization's needs.

ARTICLE 16 – GRIEVANCE PROCEDURE

- **16.1 Grievance Defined.** A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.
- **16.2 Time Limits.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties to this Agreement. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 10.4 Work on Holidays above will be considered to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below will result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee, provided that the Union must specifically request arbitration as required by Article 16.3 Step 4.
- **16.3** Grievance Procedure. A grievance will be submitted subject to the following grievance procedure:
 - **Step 1. Immediate Supervisor.** If any employee has a grievance, the employee will first present the issue and proposed resolution to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall meet with the employee and/or Union delegate/Representative within ten (10) calendar days of receiving the grievance. The immediate supervisor shall respond in writing to the employee within fourteen (14) calendar days after meeting with the employee. A Union Delegate will be present if requested by the employee. If the Union Delegate participates in the grievance meeting,

Human Resources may also be present at the Step 1 meeting.

- **Step 2. Department Manager**. If the matter is not resolved to the employee's satisfaction at Step 1, the employee may present the grievance in writing to the relevant manager (and/or designated representative) within fourteen (14) calendar days of the immediate supervisor's decision. The Manager (and/or designee) and Human Resources Representative will meet with the employee and the Union Delegate/Representative within fourteen (14) calendar days of receipt of the Step 2 grievance for the purpose of resolving the grievance. A written response will be issued within fourteen (14) calendar days following the meeting.
- **Step 3. Director**. If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance may be referred in writing to the Director (and/or designated representative) within fourteen (14) calendar days of the Step 2 decision. The Director (and/or designee) and Human Resources Representative will meet with the employee and the Union Delegate/Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. A written response will be issued within fourteen (14) calendar days following the meeting.
- **Step 4 Mediation (Optional).** The Employer and the Union may mutually agree to submit an unresolved grievance to mediation. Costs of mediation, if any, shall be shared equally by both parties. The mediation process may be terminated through written notice to the other party at any time.
- **Step 5. Arbitration**. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Director or designee. If the Agency and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators will be requested from the Federal Mediation and Conciliation Service.

The parties will thereupon alternate in striking a name from the panel until one name remains. The person whose name remains will be the arbitrator. Each party shall have the right to reject one (1) entire panel and request, at their expense, another panel. Any arbitrator accepting an assignment under this Article will endeavor to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later, unless both parties agree to a later date. The Arbitrator's decision will be final and binding on all parties. The Arbitrator shall have no authority to decide staffing issues. The Arbitrator will have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but will be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

The Arbitrator will have no authority to award punitive damages. The Arbitrator is not authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure. However, this limitation will not apply for any period the employee was unaware and could not have known that the grievance

existed.

Each party will bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing.

All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, will be borne by the party incurring them, and neither party will be responsible for the expenses of witnesses called by the other party.

<u>ARTICLE 17 – MANAGEMENT RIGHTS</u>

- 17.1 Management Rights. The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically and/or to meet medical emergencies. Except as expressly limited by specific provisions of this Agreement, the Union recognizes the right of the Employer to operate and manage the Agency, including, but not limited to the right to:
 - a) require standards of performance and maintain order and efficiency,
 - b) direct employees and determine job descriptions, job assignments and working schedules,
 - c) determine the materials and equipment to be used,
 - d) implement improved operational methods and procedures,
 - e) determine staffing requirements,
 - f) determine the kind and location of facilities and services,
 - g) determine whether the whole or any part of the operation will continue to operate,
 - h) select and hire employees,
 - i) promote and transfer employees,
 - j) discipline, demote and discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent in the opinion of the Employer based upon objective, job-relevant criteria and exercised in good faith,
 - k) lay off employees,
 - 1) recall employees,
 - m) require reasonable overtime work,
 - n) subcontract work, provided that said subcontracting does not result in the layoff of any bargaining unit employee
 - o) extend, limit or curtail its operations,
 - p) promulgate and amend rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

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

ARTICLE 18 – UNINTERRUPTED PATIENT CARE

18.1 No Strike No Lockout. It is recognized that the Agency is engaged in the public service of health care, which requires continuous operation, and it is agreed that recognition of such an obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them will incite, encourage or participate in any strike, picketing walkout, slowdown, sympathy strike or other work stoppage of any nature whatsoever.

In the event of any strike, picketing, walkout slowdown or other work stoppage or a threat thereof the Union and its officers will do everything within their power to end or avert this. Any employee participating in any strike, picketing, walkout, slowdown, sympathy strike or work stoppage will be subject to immediate dismissal. The Employer agrees that, during the term of this agreement, there will be no lockouts.

ARTICLE 19 – GENERAL PROVISIONS

- 19.1 State and Federal Laws. This Agreement will be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions be declared unlawful or be restrained by declaration of any court or other tribunal of competent jurisdiction, such action will not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid will remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union will enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.
- **19.2 Amendments.** Any change or amendments to this Agreement will be in writing and duly executed by the parties hereto.
- **19.3 Past Practices.** Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that discriminate against members of the bargaining unit.
- 19.4 Complete Understanding. The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject ot matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after 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 rights, 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.

<u>ARTICLE 20 – TRAINING AND UPGRADING FUND</u>

20.1 Training and Upgrading Fund. A Training and Upgrading Fund, known as the SEIU

Healthcare 1199NW Multi-Employer Training and Education Fund (the "Fund") has been established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively "Participating Employers") as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees.

- **20.2** Contribution Rate. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust ("Trust Agreement"). The contribution rate(s) to the Fund shall be an amount equal to one percent (1%) of the gross payroll of Service, Maintenance, LPN, Business Office/Clerical, Non-Professional employees, one-half percent (1/2 %) of the gross payroll of the Professional/Technical employees, and one-half percent (1/2 %) of the gross payroll of the RN employees (collectively "Employees"). Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/reserve/on call/temporary employees.
- **20.3 Fund Trustees, Programs, Staff.** The Trustees of the Fund are composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund. The Trustees of the Fund determine the size of the board.
- **20.4** Trust Agreement. The Employer and Union agree to abide by the Trust Agreement.
- **20.5** <u>Availability of Onsite Rooms.</u> In order to facilitate Employees' access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.
- **20.6** Fund Contributions, Records, and Collections. The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund.

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

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

20.7 Employee Contact Information. The Employer shall provide the Fund with monthly electronic reports that include employee name, job title, bargaining unit, shift, FTE, date of hire, work email, work telephone, personal telephone, and home mailing address. The Employer shall provide the Fund with biweekly electronic reports that include employee name, job title, date of hire, bargaining unit, wages, and FTE.

21.1 The Employer will give the Union ninety (90) days' advance written notice, when available, of its intent to sell, transfer, close, or merge any part of its operation covered by this Agreement. The Employer will give the Union at least sixty (60) days' advance written notice of its intent to sell Providence Hospice and Homecare of Snohomish County or any part of the Employer's operations covered by this Agreement that will result in the replacement of bargaining unit employees. During that sixty (60) day period, the Employer will participate with the Union in meaningful discussions of alternatives to such a sale. No less than thirty (30) days prior to the effective date of a sale covered by the preceding paragraph, the Employer will provide the Union with a copy of all portions of the agreement with the buyer or transferee that are subject to disclosure under the National Labor Relations Act.

ARTICLE 22 – DURATION

This Agreement shall become effective upon ratification and shall continue in full force and effect through and including 11:59 p.m. on February 1, 2026 and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days, but no more than one-hundred twenty (120) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF the parties hereto have executed this agreement this <u>12th</u> day of <u>February 2024</u>

SEIU Healthcare 1199NW

Providence Hospice Snohomish County DocuSigned by: Lury Line 11/20/2023 1C56861C7ACD493 Cheryl Cline, Executive Director Hospice	Jane Hopkins, President Yolanda King-Lowe, Secretary-Treasurer
Providence Home Health of Snohomish County	Marietta Rendlen Marietta Rendlen, Member Program Director
Mirna Musun 11/16/2023	
Mirna Musun, Executive Director Home Health	
Ryan Lowder, Chief Human Resources Officer	Cynthia Robson, MSW, Social Worker See G. Morjin Lee Thompson, RN Again Warned UN
	Lynne Warnock, RN

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Neneh Jal	ow-Avants, RN	
John L	Thenn	
John Shan	non, MSW, Social Worker	
Sand	Laylor	
Sarah Tay	or, RN	

MEMORANDUM OF UNDERSTANDING #1

COMPENSATION STRUCTURE AND PROCESSES

SEIU Healthcare 1199 NW and Providence Hospice and Home Care of Snohomish County hereby agree as follows:

- 1. Review of credit for prior experience for current employees: Within 30 days of ratification of this agreement, the Employer will provide to the Union the following information:
 - 1) all current employees who were employed at ratification in 2020
 - 2) the determination of what step the employee will be placed on based on the review of relevant experience conducted in 2020 with an adjustment for experience gained since the review and;
 - 3) the employee's current step placement,

The day after the list has been provided to the Union the Employer shall provide the above information to each individual Employee in writing.

If the employee believes their new step placement does not reflect all relevant experience they may submit additional information for consideration within fifteen (15) days of receiving written notice from management. All employees eligible for step adjustment will be placed on the appropriate step the first full pay period following notification to the Employee of their step placement.

<u>APPENDIX A – WAGE SCALES</u>

Snohomish Home

Health and Hospice -

SEIU Year 1 – 2023

Title	Grade	Year ¹	Base	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
Admissions Coordinator LPN LVN	6	1	\$26.24	\$26.95	\$27.62	\$28.31	\$28.94	\$29.58	\$30.27	\$30.88	\$31.50	\$32.14	\$32.78	\$33.44	\$34.10	\$34.78	\$35.48	\$35.48	\$36.10	\$36.10	\$36.74	\$36.74	\$37.39	\$38.05				
Advice RN	RN	1	\$37.74	\$39.55	\$41.32	\$43.07	\$44.79	\$46.48	\$48.10	\$49.67	\$51.28	\$52.82	\$54.40	\$55.89	\$57.44	\$58.87	\$60.35	\$60.35	\$61.69	\$61.69	\$62.93	\$62.93	\$64.03	\$65.15	\$66.30	\$66.30	\$67.12	\$67.95
Bereavement Counselor	10	1	\$32.78	\$33.66	\$34.52	\$35.37	\$36.17	\$36.98	\$37.83	\$38.59	\$39.36	\$40.14	\$40.94	\$41.76	\$42.60	\$43.45	\$44.32	\$44.32	\$45.10	\$45.10	\$45.89	\$45.89	\$46.69	\$47.52				
Certified Occupational Therapy Assistant	7	13	\$28.33	\$29.12	\$29.84	\$30.57	\$31.26	\$31.98	\$32.70	\$33.36	\$34.02	\$34.70	\$35.39	\$36.10	\$36.82	\$37.55	\$38.31	\$38.31	\$38.97	\$38.97	\$39.66	\$39.66	\$40.36	\$41.08				
Chaplain	9	1	\$30.88	\$31.75	\$32.53	\$33.33	\$34.09	\$34.85	\$35.63	\$36.34	\$37.07	\$37.81	\$38.57	\$39.35	\$40.13	\$40.93	\$41.75	\$41.75	\$42.47	\$42.47	\$43.23	\$43.23	\$43.99	\$44.77				
Clinical Assistant	4A	1	\$18.82	\$19.34	\$19.82	\$20.30	\$20.76	\$21.23	\$21.72	\$22.15	\$22.59	\$23.05	\$23.50	\$23.98	\$24.46	\$24.96	\$25.46	\$25.46	\$25.89	\$25.89	\$26.35	\$26.35	\$26.82	\$27.29				
Health Unit Coordinator	4	210	\$17.95	\$18.45	\$18.90	\$19.36	\$19.80	\$20.25	\$20.71	\$21.13	\$21.55	\$21.98	\$22.41	\$22.87	\$23.33	\$23.80	\$24.28	\$24.28	\$24.69	\$24.69	\$25.13	\$25.13	\$25.57	\$26.03				
Home Health Aide	3	1	\$19.53	\$20.07	\$20.55	\$21.07	\$21.56	\$22.06	\$22.53	\$22.98	\$23.45	\$23.91	\$24.40	\$24.88	\$25.38	\$25.88	\$26.40	\$26.40	\$26.87	\$26.87	\$27.35	\$27.35	\$27.81	\$28.30				
Home Health RN	RN	1	\$37.74	\$39.55	\$41.32	\$43.07	\$44.79	\$46.48	\$48.10	\$49.67	\$51.28	\$52.82	\$54.40	\$55.89	\$57.44	\$58.87	\$60.35	\$60.35	\$61.69	\$61.69	\$62.93	\$62.93	\$64.03	\$65.15	\$66.30	\$66.30	\$67.12	\$67.95
Hospice Aide	3	1	\$19.53	\$20.07	\$20.55	\$21.07	\$21.56	\$22.06	\$22.53	\$22.98	\$23.45	\$23.91	\$24.40	\$24.88	\$25.38	\$25.88	\$26.40	\$26.40	\$26.87	\$26.87	\$27.35	\$27.35	\$27.81	\$28.30				
Hospice RN	RN	-10	\$37.74	\$39.55	\$41.32	\$43.07	\$44.79	\$46.48	\$48.10	\$49.67	\$51.28	\$52.82	\$54.40	\$55.89	\$57.44	\$58.87	\$60.35	\$60.35	\$61.69	\$61.69	\$62.93	\$62.93	\$64.03	\$65.15	\$66.30	\$66.30	\$67.12	\$67.95
LPN LVN	6	1	\$26.24	\$26.95	\$27.62	\$28.31	\$28.94	\$29.58	\$30.27	\$30.88	\$31.50	\$32.14	\$32.78	\$33.44	\$34.10	\$34.78	\$35.48	\$35.48	\$36.10	\$36.10	\$36.74	\$36.74	\$37.39	\$38.05				
Occupational Therapist	12	1	\$43.42	\$44.62	\$45.74	\$46.89	\$47.94	\$49.02	\$50.13	\$51.13	\$52.16	\$53.19	\$54.26	\$55.34	\$56.44	\$57.58	\$58.73	\$58.73	\$59.76	\$59.76	\$60.79	\$60.79	\$61.86	\$62.97				
Patient Scheduler	5A	1	\$20.91	\$21.48	\$22.02	\$22.56	\$23.07	\$23.59	\$24.11	\$24.59	\$25.09	\$25.60	\$26.11	\$26.63	\$27.16	\$27.70	\$28.25	\$28.25	\$28.75	\$28.75	\$29.26	\$29.26	\$29.76	\$30.32				
Patient Services Specialist	5	113	\$19.94	\$20.49	\$21.00	\$21.52	\$22.00	\$22.50	\$22.99	\$23.45	\$23.93	\$24.41	\$24.91	\$25.40	\$25.90	\$26.42	\$26.94	\$26.94	\$27.42	\$27.42	\$27.90	\$27.90	\$28.39	\$28.91				
Physical Therapist	13	1	\$46.27	\$47.54	\$48.73	\$49.95	\$51.06	\$52.21	\$53.38	\$54.45	\$55.54	\$56.65	\$57.79	\$58.95	\$60.13	\$61.33	\$62.55	\$62.55	\$63.66	\$63.66	\$64.78	\$64.78	\$65.91	\$67.08				
Physical Therapy Assistant	8	1	\$29.76	\$30.57	\$31.34	\$32.13	\$32.86	\$33.59	\$34.34	\$35.03	\$35.73	\$36.44	\$37.19	\$37.93	\$38.68	\$39.46	\$40.25	\$40.25	\$40.95	\$40.95	\$41.67	\$41.67	\$42.40	\$43.13				
Social Worker MSW	10	1	\$32.78	\$33.66	\$34.52	\$35.37	\$36.17	\$36.98	\$37.83	\$38.59	\$39.36	\$40.14	\$40.94	\$41.76	\$42.60	\$43.45	\$44.32	\$44.32	\$45.10	\$45.10	\$45.89	\$45.89	\$46.69	\$47.52				
Speech Language Pathologist	:11:	11	\$42.72	\$43.90	\$44.99	\$46.12	\$47.16	\$48.21	\$49.31	\$50.30	\$51.30	\$52.33	\$53.36	\$54.43	\$55.53	\$56.63	\$57.77	\$57.77	\$58.79	\$58.79	\$59.80	\$59.80	\$60.86	\$61.95				
Triage RN	RN	1	\$37.74	\$39.55	\$41.32	\$43.07	\$44.79	\$46.48	\$48.10	\$49.67	\$ 51.28	\$52.82	\$54.40	\$55.89	\$57.44	\$58.87	\$60.35	\$60.35	\$61.69	\$61.69	\$62.93	\$62.93	\$64.03	\$65.15	\$66.30	\$66.30	\$67.12	\$67.95

Snohomish Home Health and Hospice -

SEIU Year 2 -2024

Title	Grade	Year	Base	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
Admissions Coordinator LPN LVN	6	1.5	\$27.03	\$27.76	\$28.45	\$29.16	\$29.81	\$30.47	\$31.18	\$31.81	\$32.45	\$33.10	\$33.76	\$34.44	\$35.12	\$35.82	\$36.54	\$36.54	\$37.18	\$37.18	\$37.84	\$37.84	\$38.51	\$39.19				
Advice RN	RN	1.5	\$38.87	\$40.74	\$42.56	\$44.36	\$46.13	\$47.87	\$49.54	\$51.16	\$52.82	\$54.40	\$56.03	\$57.57	\$59.16	\$60.64	\$62.16	\$62.16	\$63.54	\$63.54	\$64.82	\$64.82	\$65.95	\$67.10	\$68.29	\$68.29	\$69.13	\$69.99
Bereavement Counselor	10	1.5	\$33.76	\$34.67	\$35.56	\$36.43	\$37.26	\$38.09	\$38.96	\$39.75	\$40.54	\$41.34	\$42.17	\$43.01	\$43.88	\$44.75	\$45.65	\$45.65	\$46.45	\$46.45	\$47.27	\$47.27	\$48.09	\$48.95				
Certified Occupational Therapy Assistant	7	1.5	\$29.18	\$29.99	\$30.74	\$31.49	\$32.20	\$32.94	\$33.68	\$34.36	\$35.04	\$35.74	\$36.45	\$37.18	\$37.92	\$38.68	\$39.46	\$39.46	\$40.14	\$40.14	\$40.85	\$40.85	\$41.57	\$42.31				
Chaplain	9	1.5	\$31.81	\$32.70	\$33.51	\$34.33	\$35.11	\$35.90	\$36.70	\$37.43	\$38.18	\$38.94	\$39.73	\$40.53	\$41.33	\$42.16	\$43.00	\$43.00	\$43.74	\$43.74	\$44.53	\$44.53	\$45.31	\$46.11				
Clinical Assistant	4A	1.5	\$19.38	\$19.92	\$20.41	\$20.91	\$21.38	\$21.87	\$22.37	\$22.81	\$23.27	\$23.74	\$24.21	\$24.70	\$25.19	\$25.71	\$26.22	\$26.22	\$26.67	\$26.67	\$27.14	\$27.14	\$27.62	\$28.11				
Health Unit Coordinator	4	1.5	\$18.49	\$19.00	\$19.47	\$19.94	\$20.39	\$20.86	\$21.33	\$21.76	\$22.20	\$22.64	\$23.08	\$23.56	\$24.03	\$24.51	\$25.01	\$25.01	\$25.43	\$25.43	\$25.88	\$25.88	\$26.34	\$26.81				
Home Health Aide	3	1.5	\$20.12	\$20.67	\$21.17	\$21.70	\$22.21	\$22.72	\$23.21	\$23.67	\$24.15	\$24.63	\$25.13	\$25.63	\$26.14	\$26.66	\$27.19	\$27.19	\$27.68	\$27.68	\$28.17	\$28.17	\$28.64	\$29.15				
Home Health RN	RN	1.5	\$38.87	\$40.74	\$42.56	\$44.36	\$46.13	\$47.87	\$49.54	\$51.16	\$52.82	\$54.40	\$56.03	\$57.57	\$59.16	\$60.64	\$62.16	\$62.16	\$63.54	\$63.54	\$64.82	\$64.82	\$65.95	\$67.10	\$68.29	\$68.29	\$69.13	\$69.99
Hospice Aide	3	1.5	\$20.12	\$20.67	\$21.17	\$21.70	\$22.21	\$22.72	\$23.21	\$23.67	\$24.15	\$24.63	\$25.13	\$25.63	\$26.14	\$26.66	\$27.19	\$27.19	\$27.68	\$27.68	\$28.17	\$28.17	\$28.64	\$29.15				
Hospice RN	RN	1.5	\$38.87	\$40.74	\$42.56	\$44.36	\$46.13	\$47.87	\$49.54	\$51.16	\$52.82	\$54.40	\$56.03	\$57.57	\$59.16	\$60.64	\$62.16	\$62.16	\$63.54	\$63.54	\$64.82	\$64.82	\$65.95	\$67.10	\$68.29	\$68.29	\$69.13	\$69.99
LPN LVN	6	1.5	\$27.03	\$27.76	\$28.45	\$29.16	\$29.81	\$30.47	\$31.18	\$31.81	\$32.45	\$33.10	\$33.76	\$34.44	\$35.12	\$35.82	\$36.54	\$36.54	\$37.18	\$37.18	\$37.84	\$37.84	\$38.51	\$39.19				
Occupational Therapist	12	1.5	\$44.72	\$45.96	\$47.11	\$48.30	\$49.38	\$50.49	\$51.63	\$52.66	\$53.72	\$54.79	\$55.89	\$57.00	\$58.13	\$59.31	\$60.49	\$60.49	\$61.55	\$61.55	\$62.61	\$62.61	\$63.72	\$64.86				
Patient Scheduler	5A	1.5	\$21.54	\$22.12	\$22.68	\$23.24	\$23.76	\$24.30	\$24.83	\$25.33	\$25.84	\$26.37	\$26.89	\$27.43	\$27.97	\$28.53	\$29.10	\$29.10	\$29.61	\$29.61	\$30.14	\$30.14	\$30.65	\$31.23				
Patient Services Specialist	5	1.5	\$20.54	\$21.10	\$21.63	\$22.17	\$22.66	\$23.18	\$23.68	\$24.15	\$24.65	\$25.14	\$25.66	\$26.16	\$26.68	\$27.21	\$27.75	\$27.75	\$28.24	\$28.24	\$28.74	\$28.74	\$29.24	\$29.78				
Physical Therapist	13	1.5	\$47.66	\$48.97	\$50.19	\$51.45	\$52.59	\$53.78	\$54.98	\$56.08	\$57.21	\$58.35	\$59.52	\$60.72	\$61.93	\$63.17	\$64.43	\$64.43	\$65.57	\$65.57	\$66.72	\$66.72	\$67.89	\$69.09				
Physical Therapy Assistant	8	1.5	\$30.65	\$31.49	\$32.28	\$33.09	\$33.85	\$34.60	\$35.37	\$36.08	\$36.80	\$37.53	\$38.31	\$39.07	\$39.84	\$40.64	\$41.46	\$41.46	\$42.18	\$42.18	\$42.92	\$42.92	\$43.67	\$44.42				
Social Worker MSW	10	1.5	\$33.76	\$34.67	\$35.56	\$36.43	\$37.26	\$38.09	\$38.96	\$39.75	\$40.54	\$41.34	\$42.17	\$43.01	\$43.88	\$44.75	\$45.65	\$45.65	\$46.45	\$46.45	\$47.27	\$47.27	\$48.09	\$48.95				
Speech Language Pathologist	11	1.5	\$44.00	\$45.22	\$46.34	\$47.50	\$48.57	\$49.66	\$50.79	\$51.81	\$52.84	\$53.90	\$54.96	\$56.06	\$57.20	\$58.33	\$59.50	\$59.50	\$60.55	\$60.55	\$61.59	\$61.59	\$62.69	\$63.81				
Friage RN	RN	1.5	\$38.87	\$40.74	\$42.56	\$44.36	\$46.13	\$47.87	\$49.54	\$51.16	\$52.82	\$54.40	\$56.03	\$57.57	\$59.16	\$60.64	\$62.16	\$62.16	\$63.54	\$63.54	\$64.82	\$64.82	\$65.95	\$67.10	\$68.29	\$68.29	\$69.13	\$69.99

Tite	Grade	Year ¹	Base	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
Admissions Coordinator LPN LVN	6	2	\$28.38	\$29.15	\$29.87	\$30.62	\$31.30	\$31.99	\$32.74	\$33.40	\$34.07	\$34.76	\$35.45	\$36.16	\$36.88	\$37.61	\$38.37	\$38.37	\$39.04	\$39.04	\$39.73	\$39.73	\$40.44	\$41.15				
Advice RN	RN	2	\$38.87	\$40.74	\$42.56	\$44.36	\$46.13	\$47.87	\$49.54	\$51.16	\$52.82	\$54.40	\$56.03	\$57.57	\$59.16	\$60.64	\$62.16	\$62.16	\$63.54	\$63.54	\$64.82	\$64.82	\$65.95	\$67.10	\$68.29	\$68.29	\$69.13	\$69.99
Bereavement Counselor	10	2	\$33.76	\$34.67	\$35.56	\$36.43	\$37.26	\$38.09	\$38.96	\$39.75	\$40.54	\$41.34	\$42.17	\$43.01	\$43.88	\$44.75	\$45.65	\$45.65	\$46.45	\$46.45	\$47.27	\$47.27	\$48.09	\$48.95				
Certified Occupational Therapy Assistant	7	2	\$29.18	\$29.99	\$30.74	\$31.49	\$32.20	\$32.94	\$33.68	\$34.36	\$35.04	\$35.74	\$36.45	\$37.18	\$37.92	\$38.68	\$39.46	\$39.46	\$40.14	\$40.14	\$40.85	\$40.85	\$41.57	\$42.31				
Chaplain	9	2	\$32.76	\$33.68	\$34.52	\$35.36	\$36.16	\$36.98	\$37.80	\$38.55	\$39.33	\$40.11	\$40.92	\$41.75	\$42.57	\$43.42	\$44.29	\$44.29	\$45.05	\$45.05	\$45.87	\$45.87	\$46.67	\$47.49				
Clinical Assistant	4A	2	\$19.96	\$20.52	\$21.02	\$21.54	\$22.02	\$22.53	\$23.04	\$23.49	\$23.97	\$24.45	\$24.94	\$25.44	\$25.95	\$26.48	\$27.01	\$27.01	\$27.47	\$27.47	\$27.95	\$27.95	\$28.45	\$28.95				
Health Unit Coordinator	4	2	\$18.49	\$19.00	\$19.47	\$19.94	\$20.39	\$20.86	\$21.33	\$21.76	\$22.20	\$22.64	\$23.08	\$23.56	\$24.03	\$24.51	\$25.01	\$25.01	\$25.43	\$25.43	\$25.88	\$25.88	\$26.34	\$26.81				
Home Health Aide	3	2	\$21.53	\$22.12	\$22.65	\$23.22	\$23.76	\$24.31	\$24.83	\$25.33	\$25.84	\$26.35	\$26.89	\$27.42	\$27.97	\$28.53	\$29.09	\$29.09	\$29.62	\$29.62	\$30.14	\$30.14	\$30.64	\$31.19				
Home Health RN	RN	2	\$38.87	\$40.74	\$42.56	\$44.36	\$46.13	\$47.87	\$49.54	\$51.16	\$52.82	\$54.40	\$56.03	\$57.57	\$59.16	\$60.64	\$62.16	\$62.16	\$63.54	\$63.54	\$64.82	\$64.82	\$65.95	\$67.10	\$68.29	\$68.29	\$69.13	\$69.99
Hospice Aide	3	2	\$21.53	\$22.12	\$22.65	\$23.22	\$23.76	\$24.31	\$24.83	\$25.33	\$25.84	\$26.35	\$26.89	\$27.42	\$27.97	\$28.53	\$29.09	\$29.09	\$29.62	\$29.62	\$30.14	\$30.14	\$30.64	\$31.19				
Hospice RN	RN	2	\$38.87	\$40.74	\$42.56	\$44.36	\$46.13	\$47.87	\$49.54	\$51.16	\$52.82	\$54.40	\$56.03	\$57.57	\$59.16	\$60.64	\$62.16	\$62.16	\$63.54	\$63.54	\$64.82	\$64.82	\$65.95	\$67.10	\$68.29	\$68.29	\$69.13	\$69.99
LPN LVN	6	2	\$28.38	\$29.15	\$29.87	\$30.62	\$31.30	\$31.99	\$32.74	\$33.40	\$34.07	\$34.76	\$35.45	\$36.16	\$36.88	\$37.61	\$38.37	\$38.37	\$39.04	\$39.04	\$39.73	\$39.73	\$40.44	\$41.15				
Occupational Therapist	12	2	\$44.72	\$45.96	\$47.11	\$48.30	\$49.38	\$50.49	\$51.63	\$52.66	\$53.72	\$54.79	\$55.89	\$57.00	\$58.13	\$59.31	\$60.49	\$60.49	\$61.55	\$61.55	\$62.61	\$62.61	\$63.72	\$64.86				
Patient Scheduler	5A	2	\$22.19	\$22.78	\$23.36	\$23.94	\$24.47	\$25.03	\$25.57	\$26.09	\$26.62	\$27.16	\$27.70	\$28.25	\$28.81	\$29.39	\$29.97	\$29.97	\$30.50	\$30.50	\$31.04	\$31.04	\$31.57	\$32.17				
Patient Services Specialist	5	2	\$20.54	\$21.10	\$21.63	\$22.17	\$22.66	\$23.18	\$23.68	\$24.15	\$24.65	\$25.14	\$25.66	\$26.16	\$26.68	\$27.21	\$27.75	\$27.75	\$28.24	\$28.24	\$28.74	\$28.74	\$29.24	\$29.78				
Physical Therapist	13	2	\$47.66	\$48.97	\$50.19	\$51.45	\$52.59	\$53.78	\$54.98	\$56.08	\$57.21	\$58.35	\$59.52	\$60.72	\$61.93	\$63.17	\$64.43	\$64.43	\$65.57	\$65.57	\$66.72	\$66.72	\$67.89	\$69.09				
Physical Therapy Assistant	8	2	\$30.65	\$31.49	\$32.28	\$33.09	\$33.85	\$34.60	\$35.37	\$36.08	\$36.80	\$37.53	\$38.31	\$39.07	\$39.84	\$40.64	\$41.46	\$41.46	\$42.18	\$42.18	\$42.92	\$42.92	\$43.67	\$44.42				
Social Worker MSW	10	2	\$33.76	\$34.67	\$35.56	\$36.43	\$37.26	\$38.09	\$38.96	\$39.75	\$40.54	\$41.34	\$42.17	\$43.01	\$43.88	\$44.75	\$45.65	\$45.65	\$46.45	\$46.45	\$47.27	\$47.27	\$48.09	\$48.95				
Speech Language Pathologist	11	2	\$44.00	\$45.22	\$46.34	\$47.50	\$48.57	\$49.66	\$50.79	\$51.81	\$52.84	\$53.90	\$54.96	\$56.06	\$57.20	\$58.33	\$59.50	\$59.50	\$60.55	\$60.55	\$61.59	\$61.59	\$62.69	\$63.81				
Triage RN	RN	2	\$38.87	\$40.74	\$42.56	\$44.36	\$46.13	\$47.87	\$49.54	\$51.16	\$52.82	\$54.40	\$56.03	\$57.57	\$59.16	\$60.64	\$62.16	\$62.16	\$63.54	\$63.54	\$64.82	\$64.82	\$65.95	\$67.10	\$68.29	\$68.29	\$69.13	\$69.99

Snohomish Home Health and Hospice - SEIU Year 3 - 2025

Title	Grade	Year ¹	Base	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
Admissions Coordinator LPN LVN	6	2.5	\$29.23	\$30.02	\$30.77	\$31.54	\$32.24	\$32.95	\$33.72	\$34.40	\$35.09	\$35.80	\$36.51	\$37.24	\$37.99	\$38.74	\$39.52	\$39.52	\$40.21	\$40.21	\$40.92	\$40.92	\$41.65	\$42.38				
Advice RN	RN	2.5	\$40.04	\$41.96	\$43.84	\$45.69	\$47.51	\$49.31	\$51.03	\$52.69	\$54.40	\$56.03	\$57.71	\$59.30	\$60.93	\$62.46	\$64.02	\$64.02	\$65.45	\$65.45	\$66.76	\$66.76	\$67.93	\$69.11	\$70.34	\$70.34	\$71.20	\$72.09
Bereavement Counselor	10	2.5	\$34.77	\$35.71	\$36.63	\$37.52	\$38.38	\$39.23	\$40.13	\$40.94	\$41.76	\$42.58	\$43.44	\$44.30	\$45.20	\$46.09	\$47.02	\$47.02	\$47.84	\$47.84	\$48.69	\$48.69	\$49.53	\$50.42				
Certified Occupational Therapy Assistant	7	2.5	\$30.06	\$30.89	\$31.66	\$32.43	\$33.17	\$33.93	\$34.69	\$35.39	\$36.09	\$36.81	\$37.54	\$38.30	\$39.06	\$39.84	\$40.64	\$40.64	\$41.34	\$41.34	\$42.08	\$42.08	\$42.82	\$43.58				
Chaplain	9	2.5	\$33.74	\$34.69	\$35.56	\$36.42	\$37.24	\$38.09	\$38.93	\$39.71	\$40.51	\$41.31	\$42.15	\$43.00	\$43.85	\$44.72	\$45.62	\$45.62	\$46.40	\$46.40	\$47.25	\$47.25	\$48.07	\$48.91				
Clinical Assistant	4A	2.5	\$20.56	\$21.14	\$21.65	\$22.19	\$22.68	\$23.21	\$23.73	\$24.19	\$24.69	\$25.18	\$25.69	\$26.20	\$26.73	\$27.27	\$27.82	\$27.82	\$28.29	\$28.29	\$28.79	\$28.79	\$29.30	\$29.82				
Health Unit Coordinator	4	2.5	\$19.04	\$19.57	\$20.05	\$20.54	\$21.00	\$21.49	\$21.97	\$22.41	\$22.87	\$23.32	\$23.77	\$24.27	\$24.75	\$25.25	\$25.76	\$25.76	\$26.19	\$26.19	\$26.66	\$26.66	\$27.13	\$27.61				
Home Health Aide	3	2.5	\$22.18	\$22.78	\$23.33	\$23.92	\$24.47	\$25.04	\$25.57	\$26.09	\$26.62	\$27.14	\$27.70	\$28.24	\$28.81	\$29.39	\$29.96	\$29.96	\$30.51	\$30.51	\$31.04	\$31.04	\$31.56	\$32.13				
Home Health RN	RN	2.5	\$40.04	\$41.96	\$43.84	\$45.69	\$47.51	\$49.31	\$51.03	\$52.69	\$54.40	\$56.03	\$57.71	\$59.30	\$60.93	\$62.46	\$64.02	\$64.02	\$65.45	\$65.45	\$66.76	\$66.76	\$67.93	\$69.11	\$70.34	\$70.34	\$71.20	\$72.09
Hospice Aide	3	2.5	\$22.18	\$22.78	\$23.33	\$23.92	\$24.47	\$25.04	\$25.57	\$26.09	\$26.62	\$27.14	\$27.70	\$28.24	\$28.81	\$29.39	\$29.96	\$29.96	\$30.51	\$30.51	\$31.04	\$31.04	\$31.56	\$32.13				
Hospice RN	RN	2.5	\$40.04	\$41.96	\$43.84	\$45.69	\$47.51	\$49.31	\$51.03	\$52.69	\$54.40	\$56.03	\$57.71	\$59.30	\$60.93	\$62.46	\$64.02	\$64.02	\$65.45	\$65.45	\$66.76	\$66.76	\$67.93	\$69.11	\$70.34	\$70.34	\$71.20	\$72.09
LPN LVN	6	2.5	\$29.23	\$30.02	\$30.77	\$31.54	\$32.24	\$32.95	\$33.72	\$34.40	\$35.09	\$35.80	\$36.51	\$37.24	\$37.99	\$38.74	\$39.52	\$39.52	\$40.21	\$40.21	\$40.92	\$40.92	\$41.65	\$42.38				
Occupational Therapist	12	2.5	\$46.06	\$47.34	\$48.52	\$49.75	\$50.86	\$52.00	\$53.18	\$54.24	\$55.33	\$56.43	\$57.57	\$58.71	\$59.87	\$61.09	\$62.30	\$62.30	\$63.40	\$63.40	\$64.49	\$64.49	\$65.63	\$66.81				
Patient Scheduler	5A	2.5	\$22.86	\$23.46	\$24.06	\$24.66	\$25.20	\$25.78	\$26.34	\$26.87	\$27.42	\$27.97	\$28.53	\$29.10	\$29.67	\$30.27	\$30.87	\$30.87	\$31.42	\$31.42	\$31.97	\$31.97	\$32.52	\$33.14				
Patient Services Specialist	5	2.5	\$21.16	\$21.73	\$22.28	\$22.84	\$23.34	\$23.88	\$24.39	\$24.87	\$25.39	\$25.89	\$26.43	\$26.94	\$27.48	\$28.03	\$28.58	\$28.58	\$29.09	\$29.09	\$29.60	\$29.60	\$30.12	\$30.67				
Physical Therapist	13	2.5	\$49.09	\$50.44	\$51.70	\$52.99	\$54.17	\$55.39	\$56.63	\$57.76	\$58.93	\$60.10	\$61.31	\$62.54	\$63.79	\$65.07	\$66.36	\$66.36	\$67.54	\$67.54	\$68.72	\$68.72	\$69.93	\$71.16				
Physical Therapy Assistant	8	2.5	\$31.57	\$32.43	\$33.25	\$34.08	\$34.87	\$35.64	\$36.43	\$37.16	\$37.90	\$38.66	\$39.46	\$40.24	\$41.04	\$41.86	\$42.70	\$42.70	\$43.45	\$43.45	\$44.21	\$44.21	\$44.98	\$45.75				
Social Worker MSW	10	2.5	\$34.77	\$35.71	\$36.63	\$37.52	\$38.38	\$39.23	\$40.13	\$40.94	\$41.76	\$42.58	\$43.44	\$44.30	\$45.20	\$46.09	\$47.02	\$47.02	\$47.84	\$47.84	\$48.69	\$48.69	\$49.53	\$50.42				
Speech Language Pathologist	11	2.5	\$45.32	\$46.58	\$47.73	\$48.93	\$50.03	\$51.15	\$52.31	\$53.36	\$54.43	\$55.52	\$56.61	\$57.74	\$58.92	\$60.08	\$61.29	\$61.29	\$62.37	\$62.37	\$63.44	\$63.44	\$64.57	\$65.72				
Triage RN	RN	2.5	\$40.04	\$41.96	\$43.84	\$45.69	\$47.51	\$49.31	\$51.03	\$52.69	\$54.40	\$56.03	\$57.71	\$59.30	\$60.93	\$62.46	\$64.02	\$64.02	\$65.45	\$65.45	\$66.76	\$66.76	\$67.93	\$69.11	\$70.34	\$70.34	\$71.20	\$72.09

Title	Grade	Year ¹	Base	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
Admissions Coordinator LPN LVN	6	3	\$30.11	\$30.92	\$31.69	\$32.49	\$33.21	\$33.94	\$34.73	\$35.43	\$36.14	\$36.87	\$37.61	\$38.36	\$39.13	\$39.90	\$40.71	\$40.71	\$41.42	\$41.42	\$42.15	\$42.15	\$42.90	\$43.65				
Advice RN	RN	3	\$41.24	\$43.22	\$45.16	\$47.06	\$48.94	\$50.79	\$52.56	\$54.27	\$56.03	\$57.71	\$59.44	\$61.08	\$62.76	\$64.33	\$65.94	\$65.94	\$67.41	\$67.41	\$68.76	\$68.76	\$69.97	\$71.18	\$72.45	\$72.45	\$73.34	\$74.25
Bereavement Counselor	10	3	\$35.81	\$36.78	\$37.73	\$38.65	\$39.53	\$40.41	\$41.33	\$42.17	\$43.01	\$43.86	\$44.74	\$45.63	\$46.56	\$47.47	\$48.43	\$48.43	\$49.28	\$49.28	\$50.15	\$50.15	\$51.02	\$51.93				
Certified Occupational Therapy Assistant	7	3	\$30.96	\$31.82	\$32.61	\$33.40	\$34.17	\$34.95	\$35.73	\$36.45	\$37.17	\$37.91	\$38.67	\$39.45	\$40.23	\$41.04	\$41.86	\$41.86	\$42.58	\$42.58	\$43.34	\$43.34	\$44.10	\$44.89				
Chaplain	9	3	\$34.75	\$35.73	\$36.63	\$37.51	\$38.36	\$39.23	\$40.10	\$40.90	\$41.73	\$42.55	\$43.41	\$44.29	\$45.17	\$46.06	\$46.99	\$46.99	\$47.79	\$47.79	\$48.67	\$48.67	\$49.51	\$50.38				
Clinical Assistant	4A	3	\$21.18	\$21.77	\$22.30	\$22.86	\$23.36	\$23.91	\$24.44	\$24.92	\$25.43	\$25.94	\$26.46	\$26.99	\$27.53	\$28.09	\$28.65	\$28.65	\$29.14	\$29.14	\$29.65	\$29.65	\$30.18	\$30.71				
Health Unit Coordinator	4	3	\$19.61	\$20.16	\$20.65	\$21.16	\$21.63	\$22.13	\$22.63	\$23.08	\$23.56	\$24.02	\$24.48	\$25.00	\$25.49	\$26.01	\$26.53	\$26.53	\$26.98	\$26.98	\$27.46	\$27.46	\$27.94	\$28.44				
Home Health Aide	3	3	\$22.85	\$23.46	\$24.03	\$24.64	\$25.20	\$25.79	\$26.34	\$26.87	\$27.42	\$27.95	\$28.53	\$29.09	\$29.67	\$30.27	\$30.86	\$30.86	\$31.43	\$31.43	\$31.97	\$31.97	\$32.51	\$33.09				
Home Health RN	RN	3	\$41.24	\$43.22	\$45.16	\$47.06	\$48.94	\$50.79	\$52.56	\$54.27	\$56.03	\$57.71	\$59.44	\$61.08	\$62.76	\$64.33	\$65.94	\$65.94	\$67.41	\$67.41	\$68.76	\$68.76	\$69.97	\$71.18	\$72.45	\$72.45	\$73.34	\$74.25
Hospice Aide	3	3	\$22.85	\$23.46	\$24.03	\$24.64	\$25.20	\$25.79	\$26.34	\$26.87	\$27.42	\$27.95	\$28.53	\$29.09	\$29.67	\$30.27	\$30.86	\$30.86	\$31.43	\$31.43	\$31.97	\$31.97	\$32.51	\$33.09				
Hospice RN	RN	3	\$41.24	\$43.22	\$45.16	\$47.06	\$48.94	\$50.79	\$52.56	\$54.27	\$56.03	\$57.71	\$59.44	\$61.08	\$62.76	\$64.33	\$65.94	\$65.94	\$67.41	\$67.41	\$68.76	\$68.76	\$69.97	\$71.18	\$72.45	\$72.45	\$73.34	\$74.25
LPN LVN	6	3	\$30.11	\$30.92	\$31.69	\$32.49	\$33.21	\$33.94	\$34.73	\$35.43	\$36.14	\$36.87	\$37.61	\$38.36	\$39.13	\$39.90	\$40.71	\$40.71	\$41.42	\$41.42	\$42.15	\$42.15	\$42.90	\$43.65				
Occupational Therapist	12	3	\$47.44	\$48.76	\$49.98	\$51.24	\$52.39	\$53.56	\$54.78	\$55.87	\$56.99	\$58.12	\$59.30	\$60.47	\$61.67	\$62.92	\$64.17	\$64.17	\$65.30	\$65.30	\$66.42	\$66.42	\$67.60	\$68.81				
Patient Scheduler	5A	3	\$23.55	\$24.16	\$24.78	\$25.40	\$25.96	\$26.55	\$27.13	\$27.68	\$28.24	\$28.81	\$29.39	\$29.97	\$30.56	\$31.18	\$31.80	\$31.80	\$32.36	\$32.36	\$32.93	\$32.93	\$33.50	\$34.13				
Patient Services Specialist	5	3	\$21.79	\$22.38	\$22.95	\$23.53	\$24.04	\$24.60	\$25.12	\$25.62	\$26.15	\$26.67	\$27.22	\$27.75	\$28.30	\$28.87	\$29.44	\$29.44	\$29.96	\$29.96	\$30.49	\$30.49	\$31.02	\$31.59				
Physical Therapist	13	3	\$50.56	\$51.95	\$53.25	\$54.58	\$55.80	\$57.05	\$58.33	\$59.49	\$60.70	\$61.90	\$63.15	\$64.42	\$65.70	\$67.02	\$68.35	\$68.35	\$69.57	\$69.57	\$70.78	\$70.78	\$72.03	\$73.29				
Physical Therapy Assistant	8	3	\$32.52	\$33.40	\$34.25	\$35.10	\$35.92	\$36.71	\$37.52	\$38.27	\$39.04	\$39.82	\$40.64	\$41.45	\$42.27	\$43.12	\$43.98	\$43.98	\$44.75	\$44.75	\$45.54	\$45.54	\$46.33	\$47.12				
Social Worker MSW	10	3	\$35.81	\$36.78	\$37.73	\$38.65	\$39.53	\$40.41	\$41.33	\$42.17	\$43.01	\$43.86	\$44.74	\$45.63	\$46.56	\$47.47	\$48.43	\$48.43	\$49.28	\$49.28	\$50.15	\$50.15	\$51.02	\$51.93				
Speech Language Pathologist	11	3	\$46.68	\$47.98	\$49.16	\$50.40	\$51.53	\$52.68	\$53.88	\$54.96	\$56.06	\$57.19	\$58.31	\$59.47	\$60.69	\$61.88	\$63.13	\$63.13	\$64.24	\$64.24	\$65.34	\$65.34	\$66.51	\$67.69				
Triage RN	RN	3	\$41.24	\$43.22	\$45.16	\$47.06	\$48.94	\$50.79	\$52.56	\$54.27	\$56.03	\$57.71	\$59.44	\$61.08	\$62.76	\$64.33	\$65.94	\$65.94	\$67.41	\$67.41	\$68.76	\$68.76	\$69.97	\$71.18	\$72.45	\$72.45	\$73.34	\$74.25

APPENDIX B - HOME HEALTH SALARIED EMPLOYEE MINIMUM PRODUCTIVITY REQUIREMENTS AND INCENTIVE STRUCTURE

Extra Shifts

To earn an incentive bonus for additional units of direct patient care service provided, clinicians must first achieve the minimum targeted units for their FTE that week. Additional units are earned after the weekly expectation is met. Additional units of direct patient care service are paid at the rate of \$60 per unit. On extra days, and with the approval of a manager, \$60 per direct patient care unit will be paid. Note: the bonus incentive does not include units outside of direct patient care (e.g., units).

Example: 1.0 FTE RN who has made the 25 unit target for the week, works an extra shift day and performs 2 Starts of Care (SOC) and a Routine visit. The bonus received is \$60 for 6 direct patient care units totaling \$360 during a period of high clinical need. The units also count toward incentive calculation.

Holiday Shifts

Holiday work will be compensated at an additional \$30/unit.

Incentive pay will be compensated monthly on the normal pay scheduled.

Travel

Mileage contributes to the total units to meet the two-pay period threshold. Mileage threshold is calculated by the days worked multiplied by 30.

Example: 20 days worked x 30 miles = 600 mile threshold

Patient-related travel miles beyond the two-pay period travel threshold is converted into units.

Example: Every 40 miles above the travel threshold = 0.75 units

Threshold

Incentive pay will be compensated <u>every 2 pay periods</u> on the normal pay scheduled, <u>if the following thresholds are met and employees meet the eligibility requirements laid out below.</u>

Discipline	FTE	Target Threshold
RN/PT	1.0	52 weeks * 25 = 1300 annually
		Payout every 2 pay periods = minimum threshold of 100 weighted units

<u>OT</u>	1.0	52 weeks *22.5=1170 annually
		Payout every 2 pay periods = minimum threshold of 90 weighted units
SLP	1.0	52 Weeks * 20 = 1040
		Payout every 2 pay periods = goal of 80 weighted units

Eligibility Requirements

In order to be eligible for incentive in each payout period, a clinician cannot have more than four compliance deficiencies in the below standards regardless of the number of units generated. Five or more deductions will result in ineligibility for the payout period in which they fall.

- 1) The following instances must be closed within two working days and will result in a one unit deduction each if not:
 - i) Starts of Care (SOC), Recertifications, Resumption of Care (ROC), Agency Discharges, and SCICs.
- 2) The following instances must be closed within one working day and will result in a one unit deduction each if not:
 - i) Each routine/repeats, Secondary Evals, and Discipline Discharges must be closed within one working day. Delay in closure will result in one deduction.
- 3) Orders are up to date. No visits without orders: no treatments without orders. Each visit changed to a non-billable visit will result in a one unit deduction.
- 4) The following visits performed out of regulation will result in one unit deduction each:
 - i) Missed therapy reassessment visit or assigning of a support clinician whose visit will need to be made non billable will result in a one unit deduction.
- 5) It is the full responsibility of each employee to accurately and timely document in the timekeeping system (e.g. Kronos) all time off (PTO, EIB, Bereavement, Education, etc.) taken during the payroll cycle in which it occurs. Managers will not make retroactive adjustments to incentives due to inaccuracies in time entered. Notations about exemptions (e.g. computer downtime, clinician PTO), must be reported by clinician to Clinical Manager for exemption consideration.

Weighted Unit Adjustments

Credit: Mandatory Meeting/In-service must be approved by the HH leadership. Meetings/in services, excluding pre-IDT meetings, totaling over 4 units in one two pay period cycle, must be preapproved by management. Annual regulatory and compliance educational requirements are not included (e.g. Q-Stream, Healthstream, CPR, Rise, etc.). Maximum of two units per day are allowed for hours spent precepting.

Supervisor will inform clinician of number of entries to document under in Time and Travel based on the following:

- 0 1.5 Hours meeting/inservice = 1 Unit
- 1.5 3.0 Hours meeting/inservice = 2 units
- 3 Hours meeting/inservice = 3 Units
- 4.0 Hours meeting/inservice = 4 Units
- 0.5 pre IDT meetings=0.5 units
- 4 hours precepting = 1 unit

Units

Number of units
3
1.5
2.0
0.25
1.0
1.25
1.5
1.25
1.5
0.25
1.25
1.25
1.0
0.5

*NB = Non-billable. All NB visits require self-reporting by clinician to clinical manager.

SIDE LETTER: 9 HOUR SHIFT EMPLOYEES

The parties recognize that at the time of ratification of this agreement, some office-based employees work 9 hour shifts with a 1 hour break for lunch in order to cover more of the total open office hours. 9 hour shift employees are additionally entitled to two paid 15 minute breaks.

<u>LETTER OF UNDERSTANDING – MAINTENANCE OF HEALTH BENEFITS</u>

The Employer agrees to offer the HRA, HSA, Kaiser of WA HMO, dental and vision coverage for the life of the contract. For medical insurance, health incentive funding (including the Kaiser premium offset) for each of the medical plans will not be reduced; there will be no change to innetwork deductibles, incentives or out of pocket maximums. The percentage of employee premium contributions for employee only coverage and dependent coverage will not change for medical and dental coverage for the life of the contract. Material plan design changes will not be

made unless required to comply with federally mandated Health Care Reform or other applicable law or regulation. The parties agree that the Employer does not have an obligation to bargain over change required by applicable law or regulation although the union may request bargaining over the effects of such changes.

<u>LETTER OF UNDERSTANDING – CARE CENTER EMPLOYEES</u>

If the Employer decides to reopen the Care Center previously operating on the 8th floor A-wing at 1700 13th St., Everett, WA 98201, or a similar unit in the same location, the Employer shall notify the Union in writing at least thirty (30) days in advance.

The following is the LOU that would be put in place at that time:

Weekend and holiday start and end times

For purposes of Care Center staff, the weekend shall be defined as 10:30pm Friday to 10:30 pm Sunday. When working on a holiday, time and a half will apply to the entire shift.

Staffing Plan and Review

In order to ensure that the Care Center is staffed appropriately, both with the necessary number of registered nurses required to care for the patients' clinical needs, as well as the necessary number of other patient care services staff, the Employer agrees to assess patient care requirements, and, where deemed necessary, adjust the baseline/core staffing for all patient care areas.

<u>Unit Staffing Committee.</u> The parties shall maintain a unit staffing committee. The primary responsibilities of the Committee, which may be scheduled to meet quarterly, will be:

- 1. Discussion of staffing factors that affect the Hospice Care Center. Items that may be considered regarding staffing generally would include, but are not limited to:
 - a. Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers;
 - b. Level of intensity, as determined by the nursing assessment of all patients, and nature of the care to be delivered on each shift;
 - c. Skill mix required;
 - d. Level of experience and specialty of available staff;
 - e. The need for specialized or intensive equipment;
 - f. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations;
 - g. Significant technological or clinical advances.

- 3. Assist in seeking solutions for the availability of staff to meet patient care needs.
- 4. Review, assessment and response to staffing concerns presented to the Committee.

Process for Raising Staffing Concerns.

Employees who have concerns about their caseload requirements are encouraged to address the issues directly with their supervisor or designee. Many staffing/caseload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources.

After doing so, any employee(s) who are not satisfied with the supervisor/manager response to the staffing concern may take their concerns to the Labor Management Committee for inclusion on the meeting agenda.

The Labor Management Committee shall discuss the concerns. The Program Director of the impacted or affected department and Human Resources shall be present at the meeting where the issue is discussed.

Standby

If a low census day is offered or required and it is uncertain whether the employee will be needed for part of the shift, an employee who agrees to be on standby will be paid standby pay.

Callback

Any employee on standby who is called to work shall be compensated at the rate of time and one-half (1 1/2) the regular rate of pay. If an employee has been released from duty and is called back, the employee shall receive time and one-half (1 1/2) for a minimum of three (3) hours. The three (3) hour guarantee shall not apply more than once during the same three (3) hours of time. Travel time to and from the Hospice Care Center shall not be considered time worked.

<u>LICENSURE</u>

The Employer shall make every reasonable effort to provide direct supervision for hours needed for social workers to obtain their LICSW.

LETTER OF UNDERSTANDING – RATIFICATION BONUS

The employer agrees to pay all employees, employed on the date of ratification, a \$600 ratification bonus, pro-rated by FTE and minus applicable withholdings. Per diems will be paid at the rate of 0.25.