

Agreement between
SEIU Healthcare 1199NW & Providence St. Peter
Hospital

Providence St. Peter Hospital
2024-2027
Service Unit



SEIUHealthcare.
United for Quality Care

Agreement between
Providence St. Peter Hospital
and
SEIU Healthcare 1199NW
July 29, 2024 – April 30, 2027

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EMPLOYMENT AGREEMENT

By and Between

PROVIDENCE ST. PETER HOSPITAL

and

SEIU Healthcare 1199NW

This Agreement is made and entered into by and between Providence St. Peter Hospital, Olympia, Washington (the "Employer" or "Hospital"), and SEIU Healthcare 1199NW (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. This Agreement is made and entered into by and between the Hospital and 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 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - MEMBERSHIP; DUES DEDUCTION

3.1 Union Membership. It shall be a condition of employment that all employees in the classifications covered by this Agreement, who are members of the Union on the effective date of this Agreement, shall remain members in good standing during the duration of this Agreement. Those employees who are paying agency fees to the Union, or to a non-religious

charity, in an amount of money equivalent to regular Union dues shall continue to do so as a condition of employment during the duration of this Agreement. The Hospital/Employer shall provide a copy of this agreement and the Union's New Membership Form, supplied by the Union, to all new bargaining unit employees at the time of hire along with other materials the Employer provides to new employees to sign.

If the Hospital/Employer receives completed copies of the Union's New Membership Form, they will remit to the Union as immediately as practicable but no later than 14 days. The Hospital/Employer shall direct any questions about Union membership to the Union's organizers/delegates. This paragraph shall be subject to Article 15 – Grievance Procedure, only should a suspected pattern emerge.

3.1.1 Requirements. New employees shall, as a condition of employment, be required after thirty (30) days from date of employment to join the Union, provided, however, such employees may, instead of joining the Union, tender the periodic dues and the initiation fees uniformly required of Union members or agree to pay the Union a fair share/representation fee, or may, based on bona fide religious tenets, pay to a non-religious charity an amount of money equivalent to the regular Union dues. With respect to employees who pay to a non-religious charity instead of joining the Union, the Union will accept the charitable receipt as Union dues.

3.1.2 Termination for Failure to Pay. Employees who are required hereunder to maintain membership in good standing and fail to do so and employees who are required hereunder to tender dues and initiation fees, or pay an equivalent amount to a non-religious charity and fail to do so, shall be terminated upon notice of such fact in writing from the Union to the Hospital, within fourteen (14) days from the date the Hospital receives such notice, unless the employee has remedied the delinquency within said fourteen (14) day period.

3.1.3 Exception: Pre 1973 Employees. Notwithstanding any other provisions of this Article, employees who were employed on the execution date of the 1973-1976 Agreement and were not then members of the Union and have not joined the Union since then, shall not be required to join the Union or pay to the Union any amount of money, but may do so voluntarily.

3.2 Union Dues. During the life of this Agreement, the Hospital will deduct Union dues and fees from the wages of each employee who has voluntarily submitted to the Hospital, and has not revoked, a written assignment of such dues and initiation fees. Such deductions will be sent to the Union monthly by check payable to the Union. Upon issuance and sending of the check to the Union, the Hospital's responsibility shall cease with respect to such deductions. The Hospital is not authorized to deduct dues and fees after expiration of the contract. The Union and each employee authorizing the assignment of wages for the payment of Union dues and fees will indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability which may arise against the Hospital for or on account of any deduction made from the wages of such employees.

3.3 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, nursing units or other work areas unless advance approval has been obtained from Human Resources. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with the delivery of patient care or the normal operation of the Hospital.

3.4 Delegates. The Union may select employees from the bargaining unit to function as delegates. The Union will give the Employer written notice of the names of delegates, their normal hours/shift, location, department(s) assignment, and designated backup. Unless otherwise agreed to by the Employer, the investigation of grievances and other union business shall be conducted only during non-working times and shall not interfere with the work of other employees.

(a) **Training.** Delegates shall be allowed to take eight (8) hours of paid training in leadership development and resolving workplace issues. Up to a total of 20 delegates yearly shall be eligible to be paid for the training.

3.5 Bulletin Boards. The Union shall be permitted to post information and meeting notices on bulletin boards designated by the Employer, with a minimum of six (6) boards in the Hospital. A copy of the material shall be provided to Human Resources prior to posting. Upon receipt of material the HR Rep will assist the Union with physical posting. Union communications will be professional in nature and sensitive to patients and their families due to the public nature of the Hospital facilities. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.6 Bargaining Unit Roster. Upon signing this Agreement, and monthly thereafter, the Hospital will provide the Union with a list in electronic format of all employees covered by this Agreement and new hires and terminations for each month. The list will specify the name, address, home phone (if available), cell phone (if available), personal email address (if provided), job classification, rate of pay, date of hire, cost center numbers (department or unit), employee number, shift, FTE status, and gross earnings of each employee listed. The roster will be submitted electronically or on a disk in Excel format. The union may request gender and race twice annually and it will be provided if accessible in Employer's system.

3.7 New Employee Orientation. No later than Friday before the start of online orientation, the employer will make available to the Union a list of all bargaining unit employees then scheduled for orientation in. This list shall include the date orientation begins, name, FTE, job classification, start date, shift, department, home phone number and unit of each new bargaining unit employee participating in orientation. Should the Employer return to in person orientation, a delegate or designee may meet with the new employees directly following orientation to introduce employees to the union and the union contract. The meeting shall be on unpaid time for both the delegate and new employees.

In the event the employer is not conducting a gathering of new employees for orientation, the Employer shall provide all employees with details, including location date and time, for a union orientation. The Employer shall convey to all new employees covered by the Union they are expected to attend the Union new employee orientation meeting.

3.8 Meeting Rooms. In accordance with Hospital policy, the Union may use designated meeting rooms of the Employer for meetings of the Local Unit, provided sufficient advance request for meeting facilities is made in accordance with Hospital policy and procedure, and space is available. Preference will be provided to meeting rooms in the main hospital.

3.9 COPE Check Off. 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 (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check off.

3.10 Negotiation Release Time. Subject to patient care requirements, the Employer will make a good faith effort to assist in providing release time for employees participating in contract negotiations for the dates of joint bargaining. This is not to exceed one (1) employee per unit/department, providing the employee(s) notifies the manager as soon as the employee(s) has knowledge of future meeting dates.

3.11 Multi-Employer Training and Education Fund

Participation and Trust Agreement. Effective on January 1, 2023, the Employer agrees to participate in the SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (the "Fund") and abide by the terms of the Trust Agreement of the Fund. The Employer agrees to make contributions to the fund. The Employer contribution to the Fund shall be an amount equal to one percent (1%) of the gross payroll of the service bargaining unit employees. Gross payroll

shall be defined as the amount included in Box 5 of the W-2 form report of the Employer, excluding per diem/reserve/on-call/temporary/supplemental employees. Gross payroll shall be defined as the amount included in Box 5 of the W-2 form report of the Employer, excluding supplemental employees.

Purpose. The purpose of the SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (the “Fund”) is to provide a training and education program for addressing the workforce needs of participating employers and healthcare career advancement for eligible bargaining unit employees. The Fund provides training, college preparation courses, career counseling and case management services and tuition assistance for educational instruction. The Fund is funded by contributions from contributing employers and grant funds.

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.

Labor Management Committee. The Employer has an established labor management committee. As an established labor management committee, part of the committee’s responsibilities will be to assess the needs of the bargaining unit employees related to the education/career advancement interests and needs, and to promote the advantage of participation in this Fund. Information collected regarding training interests and needs and any barriers will be forwarded to the Fund staff.

University of Providence Participation. The University of Providence is recognized as a qualifying educational institution for purposes of the Fund. The Fund will provide payment for coursework, training, etc. undertaken through University of Providence on the same terms as it does any other participating or other qualifying educational institution.

Board of Trustees Seat. The Union will recommend to the Fund Board of Trustees (“Board”) that Employer be granted a seat on the Board of Trustees starting September 1, 2022. [If a bargaining unit member becomes a Training Fund trustee, the Employer will pay the bargaining unit member trustee for all time spent in board meetings and related subcommittee meetings.](#)

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

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, 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.

ARTICLE 4 - DEFINITIONS

4.1 Regular Full Time Employee. An employee who has completed the probationary period and is regularly scheduled to work on a continuing basis forty (40) hours in a seven (7) day work week or eighty (80) hours in a fourteen (14) day period.

(a) **7/70 Staffing.** An employee regularly scheduled to work ten (10) hours per day on seven (7) consecutive days, followed by seven (7) consecutive days off work shall be regarded as a full-time employee. Employees scheduled to work the 7/70 schedule will be scheduled to work seventy (70) hours and will be paid for eighty (80) hours in lieu of receiving annual leave.

4.2 Regular Part-Time Employee. An employee who has completed the probationary period and is regularly scheduled to work on a continuing basis less than forty (40) hours in a seven (7) day work week or eighty (80) hours in a fourteen (14) day period. Except where otherwise specified herein, part-time employees shall receive benefits on a pro rata basis according to the number of regular straight time hours worked.

4.3 Per Diem Employee. An employee hired to supplement the regular work force on a scheduled or unscheduled basis to provide coverage for emergencies or other unexpected events, high patient census, illness, vacations or other employee absenteeism. Per diem employees shall receive longevity steps and shall be eligible for shift differentials, weekend premium and standby pay if assigned to standby by the Employer. Per diem employees shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. Per diem employees shall not be routinely used to fill regular positions for longer than six (6) months other than for approved leaves of absence. If the 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. If, following a good faith review, it is confirmed that the employee is working regular full or part-time hours that are not considered to be temporary and that the position is not already posted, the position will be submitted for justification and approval. Any new position must go through the normal process and be posted.

Per diems shall receive a 15% wage differential.

(a) **Conversion from Regular Status to Per Diem Status.** Any previously accrued sick leave shall be frozen and inaccessible during per diem status. Should the employee subsequently return to regular status without a break in service, previously accrued sick leave shall be restored. Any accrued vacation shall be cashed out when converting from regular to per diem status. Upon return to regular status from per diem status, an employee's seniority which was previously accrued during regular status shall be restored. No sick leave, vacation or

seniority shall accrue during per diem status.

4.4 Temporary Employee. An employee who is hired to fill a specific position and to work on a regularly scheduled basis for a specified period of time, not to exceed six (6) months in duration. Temporary employees shall not accrue seniority nor are they eligible for any other benefits provided for in this Agreement. Temporary employees whose status is changed to full-time or part-time shall be subject to the required probationary period.

4.5 Probationary Employee. An employee who has been hired 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 regular employment, the employee shall be considered to have completed the probationary period unless specifically advised by the Employer of an extended probationary period not to exceed an additional sixty (60) days, the conditions of which shall be specified in writing. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

4.6 Regular Rate of Pay. Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay shall be defined to include the employee's hourly wage rate, shift differential (8.9) when the employee is regularly scheduled to work a complete evening or night shift, and lead pay (8.15) for employees regularly designated as lead, and the wage premium in lieu of benefits for employees selecting that optional method of compensation.

4.7 Preceptor. A preceptor is an experienced clinical employee (LPN, Surgery Tech, ED Tech, CNA) proficient in clinical teaching and who is assigned by the Employer the responsibility for planning, organizing, and evaluating the new skill development of an employee newly hired into a clinical role, which could include an employee who is hired, transferred, or promoted into a clinical represented position in a department. Based on the new employee's prior experience, a decision will be made by the manager as to whether an assignment of preceptor(s) or a general orientation will be applicable. A preceptor may be assigned to a student, new employees, and current employees when it is determined to be appropriate by the Employer.

4.8 Orientation. All staff participate in orientation of others, including students to their area or a process within their work. When given this assignment, staff will familiarize the orientee with new surroundings or circumstances and provide general assistance, support, and guidance for the orienting employees. Orientation includes those activities designed to familiarize new employees with the objectives and philosophy of the Hospital and department services, to orient new employees to hospital/departmental policies and procedures, and to instruct new employees as to their functions and responsibilities to enable them to work independently. Lead pay shall not be paid for hospital/department orientation.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Students. Students shall not cause a reduction of hours of regular full time and part-time employees covered by this Agreement.

5.2 Volunteers. The volunteer's role in the Hospital is to provide services that may not otherwise be offered. Volunteers will not be assigned to replace employees covered by this

Agreement.

5.3 Notice of Termination. Employees who have completed the required probationary period shall receive fourteen (14) calendar days' notice of termination or two (2) weeks' pay in lieu thereof, except in cases of discharge for just cause.

5.4 Notice of Resignation. Employees shall be required to give at least fourteen (14) calendar days' written notice of resignation. Failure to give notice shall result in loss of accrued annual leave.

5.5 Discipline and Discharge. No full time or part time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the Employer determines the nature of the offense is just cause for immediate suspension or discharge. An employee may request the attendance of a union Delegate during any investigatory meeting which may lead to disciplinary action. This provision shall not apply to the supervisory counseling of an employee nor to meetings held for the sole purpose of communicating to the employee the disciplinary action being taken by the Employer against the employee. An employee may provide a written response to any written disciplinary action to be included in the personnel file.

Employees may request that documentation of verbal warnings be removed after one (1) year and documentation of written warnings be removed after two (2) years, provided there are no similar instances of discipline in the intervening period. The decision of whether to grant or decline the request shall be at the sole discretion of the Employer. This subparagraph shall not apply to final warnings.

5.6 Departmental Meetings. Departmental meetings will be held on a periodic basis for purposes of providing in-service programs and discussing matters of mutual interest.

5.7 Labor-Management Committee. As an ongoing commitment to collaboration and open communication by the parties, a Labor-Management Committee shall be activated and maintained for the purpose of discussing substantial job restructuring changes affecting bargaining unit employees and other matters of mutual concern. The Committee will establish its own ground rules and procedures. The Committee shall consist of six (6) representatives appointed by management and six (6) representatives, from different classifications, appointed by the Union, if available

Unless otherwise mutually agreed to, the Committee shall meet every other month for the purpose of discussing, and/or proposing resolutions to:

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

- b. Issues or problems of contract administration which may arise from time to time, other than formal grievance;
- c. As a forum for providing information on organizational changes and initiatives to bargaining unit members;
- d. and, other topics as needed.

Both parties shall define a co-chair for both parties. The co-chairs, a representative from the Union and Human Resources will meet a minimum of ten days in advance of the meeting to establish the agenda. The parties may agree to convene a topic specific subcommittee meeting during the interim month. The Union shall provide the Employer with agenda items which it desires to have placed on the agenda at least ten days in advance of the scheduled meeting date, with identification of any additional attendees. The Employer may add any additional agenda items and/or additional attendees and agrees to circulate the agenda to Committee Representatives one week in advance of the meeting. Labor-Management Committee members will suffer no loss of pay if they attend Committee meetings scheduled while they are on duty. A good faith effort will be made to provide coverage for the participants. This Committee shall be an advisory committee with no independent decision-making or bargaining authority. Should a meeting be cancelled, it will be rescheduled during within 30 days.

5.7.1 Staffing. Employees who have concerns about staffing or workload are encouraged to address the issues directly with their supervisor. Many staffing/workload issues, if addressed with the supervisor at the time of occurrence, can be resolved through adjustments in assignments or through the use of other staffing resources. If the problem continues to occur with regularity, the problem may be referred to the Labor-Management Committee for review and advisory recommendations. The determination of staffing (mix of employees, ratios, numbers) shall not be subject to grievance and arbitration.

5.8 Cafeteria Discount. The Employer will provide a cafeteria discount for its employees.

5.9 Equal Opportunity. The Hospital and the Union agree not to discriminate against employees, and further agree that the provisions of this Agreement shall be applied to all employees covered by this Agreement without regard to race, color, religion, national origin, age, sex, marital status, sexual preference, or on the basis of disability, provided they are capable of performing the work.

5.10 Union Membership. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union, and the Union agrees that employees covered hereby shall be admitted to membership without discrimination.

5.11 Equal Pay. There shall be no distinction between wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar job; this provision shall be interpreted in accordance with the U. S. Equal Pay Act.

5.12 Floating. Floating is defined as the reassignment of an employee to work on a unit or

work area other than the unit or work area to which the employee is normally scheduled. Floating assignments will normally be confined to areas where the employee has been adequately oriented or cross trained. Employees will be expected to perform all basic functions of their classifications but will not be required to perform tasks or procedures specifically applicable to the work unit for which they are not qualified to perform. Employees floating within the hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the work unit to which the employee is assigned. Absent emergency circumstances, the Employer will make a good faith effort to limit any floating assignments to volunteers. In the event there is an issue regarding floating or the rotation floating in a department or unit, this will be prioritized for discussion at the Labor Management Committee.

5.13 Contracting Out. The Employer agrees to give one hundred and twenty (120) days advance notice to the Union of any decision to contract out which will result in the elimination of an entire unit, the department or facility. Upon request by the Union, the Employer agrees to meet to discuss the implications of an alternative(s) to the decision.

5.14 Health and Safety. The Hospital will continue its health and safety program(s) in accordance with existing regulatory requirements. Employees are encouraged to immediately report any unsafe conditions to their Supervisor/Director and/or to Human Resources. The Employer and the Union are committed to working together in Labor Management to evaluate de-identified employee injury data which may include number of injuries, lost workdays, and/or types of injuries, to identify and reduce such injuries and safety hazards.

The hospital affirms its commitment to providing a safe workplace. We encourage all caregivers to attend Violence Prevention training instructed by Providence Security officers.

5.15 Workplace Violence Prevention Committee (WVPC). The hospital maintains a Violence Prevention Committee for all caregivers, which exists to create a positive workplace environment where caregivers can feel safe to work and fulfill their professional duties in accordance with our mission of serving all, especially the poor and vulnerable. We commit to compassionate, safe and reliable practices for the care of all.

The hospital encourages bargaining unit members to participate and share their experiences, review trends and establish best practices for all areas of the hospital.

ARTICLE 6 - SENIORITY

6.1 Seniority Defined. Seniority is defined as a full time or part time employee's continuous length of service with the Employer from most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from most recent date of hire.

6.2 Layoff. If a permanent or prolonged reduction in personnel in an operational work area is determined by the Employer to be necessary, seniority shall be the determining factor among employees in an affected job classification within that operational work area providing skill,

ability and experience are considered substantially equal in the opinion of the Employer.

6.2.1 Restructure. If a restructuring of the operational work area occurs as a part of this layoff process, the Employer shall allow all employees in the affected job classification within the operational work area to re-bid on the available remaining positions on the basis of seniority, providing skill, ability and experience are considered substantially equal in the opinion of the Employer.

6.2.2 Low Seniority Roster. If the layoff involves a job classification (or a job classification within a designated job grouping) that exists in more than one operational work area of the Hospital, a Low Seniority Roster will be created listing the (# of positions)¹ least senior regular full-time and part-time employees in that job classification (job grouping) within the Hospital. The listing shall include work area, employment status (FTE) and shift. Any employee identified for layoff within the affected operational work area whose name is not already included on the Low Seniority Roster may, by seniority, assume the position of any employee on the Low Seniority Roster for which the employee is qualified. An employee will be considered "qualified" for an available position if in the judgment of the Employer the employee could be successfully oriented to the position and function independently at acceptable productivity levels within forty (40) hours of orientation to the new work area. Any employee on the Low Seniority Roster whose position is assumed by another employee as a result of this bumping process shall be subject to immediate layoff.

For purposes of this subsection, "job groupings" shall include:

1. Associate Food Service Attendant
Food Service Attendant/Nutrition Attendant
2. Environmental Services Technician
Senior Environmental Services Technician
Associate Linen Representative

6.2.3 Volunteers. Prior to implementing any of the above procedures, the Employer will first ask for volunteers from within the affected work area.

6.2.4 Notice.

i. The Union and employees in the affected unit/department will be given at least forty-five days (45) days' advance notice of the layoff. Upon request, the parties will meet for the purpose of reviewing the layoff and plan for reorganization.

ii. Any employee ultimately subject to layoff as a result of this procedure will receive fourteen (14) days' advance notice of layoff or pay in lieu thereof.

¹ Make Low Seniority Roster equal to the number of employees to be displaced within a classification on a 1:1 basis.

6.3 Unit/Department Restructure. In the event of a restructure (changes in shifts, start and end times of more than 2 hours or FTEs, unit mergers) of an existing unit/department, the Employer will determine the number of full-time and part-time FTEs by shift required for the restructured unit/department. A listing of the FTEs for each shift on the restructured unit/department including qualification requirements shall be posted on the unit/department for at least seven days. Other vacant positions within the Hospital will also be posted on the unit at that time. Employees may bid for any open positions by submitting a written preference list for any open position. On the eighth (8th) day of the posting, positions will be filled by seniority subject to skill, experience and ability in the opinion of the Employer.

6.3.1 The Union and the employees on a unit/department affected by a restructure shall be given at least forty-five (45) days advance notice in writing by the Employer of the specific organizational change planned. During this forty-five (45) day period, the Employer will meet with the Union upon request to discuss the changes, review caregiver input and engage in good faith discussion about the restructure.

6.3.2 In the event of a merger of two or more units, the restructure process outlined in 6.3 will be followed.

6.3.3 Restructure Process. Under Article 6, of the parties CBA, 45 days' notice of a layoff or restructure prior to distribution of final preference forms (also called bid sheets or slotting forms) will be given to the Union and affected employees. The notice will include the following:

- A list of the anticipated FTEs for each shift following layoff/restructure including qualification requirements.
- A list of vacant positions in the Hospital in the affected job qualifications (open positions in the affected classifications are frozen for thirty days);
- Preliminary preference form for slotting stating that discussions are pending with the union and that final preference forms will be circulated in thirty days.
- Seniority roster and low seniority roster for layoff when required by Article 6.2.2

If a permanent or prolonged reduction in personnel is anticipated, affected employees will be given the opportunity to volunteer for layoff during the forty-five-day notice period.

During the forty-five-day period, the parties will meet, upon request of the Union, to discuss the following: (1) for a layoff, the purpose of the layoff, including the definition of operational work areas for any anticipated layoff and engage in good faith discussion about the layoff; (2) for a unit/department restructure, the purpose of the restructure, review caregiver input and engage in good faith discussion about the restructure including anticipated changes.

At the end of the forty-five-day period, the written preference list for slotting will be finalized.

On the 53rd day, positions will be filled by seniority subject to skill, experience and ability in the opinion of the Employer.

6.4 Freezing of Positions. In the event of lay-off, merger or restructure, open positions for the affected job classification(s) will be frozen for forty-five (45) days from the date of notification and not offered to any other candidate

6.5 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of up to one (1) year from date of layoff. The Employer will notify the Union of any recall procedures prior to the recall. 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, 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 and subject to the provisions of Section 6.5, Job Opening. Employees on layoff must report to the Employer on or before the first (1st) day of each month beginning with the seventh (7th) month of layoff, indicating their availability and continuing interest in being retained on the reinstatement roster. Failure to contact the Employer by the first of each month shall result in termination.

6.6 Termination. Seniority shall cease upon termination of employment; for example, discharge, resignation, retirement, failure to return to work on a timely basis from an approved leave of absence, refusal to accept a comparable regular job opening offered by the Employer while on layoff status, after twelve (12) consecutive months of layoff, failure to return to work within forty eight (48) hours of receipt of notice of recall, or failure to comply with specified recall procedures established by the Human Resources Department and applicable to all employees. Any specific recall procedures established by the Human Resources Department shall be communicated to employees subject to layoff. Employees on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer. Failure to comply with the notification and reporting requirements contained herein shall result in termination.

(a) **Comparable Regular Job Opening.** For purposes of Article 6.4, "comparable" shall be defined as a regular job opening in the same classification and shift that is within a .2 FTE of the employee's previous position.

6.7 Job Openings. Notice of regular job openings within the bargaining unit shall be posted for a period of seven (7) days by the Employer. To be considered for a regular job opening, the employee must submit an application (transfer request) for each posted position. The application will be retained only so long as the position remains vacant. When a regular job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing the applicants' skills, ability, experience and prior performance are considered substantially equal in the opinion of the Employer. Job openings will be filled in the following order: (1) house-wide, then (2) external applicants. In the event at least two (2) weeks' advance written notice of intent to resign is not received by the Employer pursuant to Section 5.4 herein, the position may be filled on a temporary basis. If the Employer is unable to transfer an employee to a vacant position pursuant to this section due to patient care considerations or departmental needs, the position may be filled on a temporary basis and the employee will be advised as to when the transfer may be expected to occur in the future.

6.7.1 Transfers. If an employee is transferred to another job classification, the employee shall be subject to a new ninety (90) day probationary period. If the employee does not successfully complete the probationary period in the opinion of the Employer, the employee shall returned to the employee's prior position, if that position continues to be vacant. If the position has been filled, prior to being subject to layoff, the Employer will review other potential job opportunities with the employee.

6.7.2 Training. The principle of seniority will be recognized where departmental training opportunities exist, subject to satisfactory attendance and job performance in the opinion of the Employer.

6.8 Low Census. During temporary periods of low census after sending home agency first, and then canceling any overtime hours on the department or unit affected, the Employer will ask for volunteers within the job classification and shift to take time off before implementing the reduced staffing schedule required. In the event there are not sufficient volunteers, the Employer will endeavor to rotate low census equitably among all employees on the shift within the job classification, providing skill, competence, ability and availability are considered equal as determined by the Employer in the following order.

- Agency
- Overtime
- Volunteers
- Per Diems
- Employees scheduled to work above their FTE
- Regular full-time and part-time employees (including probationary employees).

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Normal Work Day. Eight (8) hours of work shall constitute a normal day's work to be completed within eight and one half (8 1/2) consecutive hours.

(a) **7/70 Staffing.** The normal work day shall consist often (10) hours' work to be completed with ten and one half (10 1/2) consecutive hours.

7.2 Normal Work Period. The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. Except for emergency conditions, the Employer will not schedule employees for more than five (5) consecutive days without a day off.

(a) If an employee is required to work more than seven (7) consecutive days, the Employer will make a good faith effort to schedule another day off during the work period at the employee's request.

(b) **7/70 Staffing.** The normal work period shall consist of seventy (70) consecutive hours of work within a seven (7) day period followed by seven (7) consecutive days off duty.

7.3 Innovative Work Schedules. Innovative schedules that require some change, modification or waiver of the provisions of this Employment Agreement shall be implemented only with the agreement of the Union. Other innovative work schedules may be established by the Employer with the consent of the employee involved. If an innovative work schedule is established, overtime shall be paid after the normal work day for that innovative work schedule. Where work schedules other than the eight (8) hour day schedule are utilized, the Employer shall have the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule after at least thirty (30) days' advance notice to employees.

7.3.1 Variable Shifts. The Employer will make a good faith effort to limit the number of posted variable positions. Except for emergent situations related to providing patient care, shift rotation will not be utilized without mutual consent (unless the employee has been hired into a variable position). If shift rotation is necessary volunteers will be sought first and, if there are insufficient volunteers, shift rotation will be assigned in the reverse order of seniority, unless skill, ability, experience, competency and/or qualifications require otherwise in the Employer's judgment.

7.4 Overtime. Employees on an eighty (80) hour schedule within a fourteen (14) day work period shall be compensated at time and one half (1 1/2) their regular rate of pay for all hours worked in excess of eight (8) hours daily or eighty (80) hours in a work period. Employees on a forty (40) hour schedule within a seven (7) day work period shall be compensated at time and one half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in the work week. When an employee works four (4) or more consecutive hours of overtime beyond the normal work day of eight (8) or more hours in duration, the first four (4) hours shall be paid at time and one half (1 1/2) the employee's regular rate of pay and the remaining hours shall be paid at double time. If an employee initiates a request to work additional hours, overtime shall not apply unless required by the Fair Labor Standards Act. Overtime shall be considered in effect if eight (8) minutes or more are worked after the end of the scheduled shift. Time paid for but not worked shall not count as time worked for the purpose of computing overtime pay. Overtime pay shall begin at the end of the scheduled shift provided it has been properly authorized beforehand, or within twenty four (24) hours if not approved beforehand for sufficient reason. Overtime will be assigned on an equitable rotational basis by shift subject to the operational needs of the department. There shall be no pyramiding of such pay with overtime pay or any other premium pay, except shift differential where applicable.

7.4.1 7/70 Staffing. Employees working the 7/70 schedule who are called in to work on their scheduled week off shall be compensated at one and one half (1 1/2) times their regular rate of pay, unless by mutual agreement another compensatory day off can be arranged, or the employee agrees to waive premium pay for the day.

7.4.2 Mandatory Overtime. The Employer agrees to comply with the provisions of state or federal law which control mandatory overtime.

7.5 Time Off Between Shifts. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between

scheduled shifts. In the event an employee is requested to work with less than twelve (12) hours off duty between scheduled shifts, all time worked within this twelve (12) hour period shall be at time and one half (1 1/2). This section shall not apply to inservice education, staff meetings, committee meetings or to standby and callback assignments paid pursuant to Article 8.

7.6 Weekend Work. Employees covered by this Agreement may be required to work weekends. Where weekend work is required by the Employer, the Employer will endeavor to rotate weekend work in a fair and reasonable manner according to the needs of the department as determined by the Employer. Subject to patient care and other business considerations as determined by the Employer, insofar as practical, weekend work will be scheduled so as to allow two (2) out of four (4) weekends off. In the event an employee is scheduled to work three (3) successive weekends, the third weekend shall be paid at one and one-half (1 1/2) times the regular rate of pay. The following weekend shall be paid at the regular rate of pay. This section shall not apply to employees who volunteer for additional weekend work, employees who have a work schedule that includes the working of weekends, or employees who trade weekends. Subject to advance approval, employees may request the trading of weekends providing the schedule change does not result in the Employer being liable for overtime pay.

7.7 Meal/Rest Periods. During each four (4) consecutive hours of scheduled work, an employee will have a rest period of fifteen (15) minutes. Rest periods shall be scheduled by supervision to be taken as near the mid point of each four (4) hours worked as possible subject to patient care considerations and the proper administration of the department. All employees working more than four (4) consecutive hours shall receive an unpaid meal period of one half (1/2) hour. Employees required to remain on duty in the hospital during their meal period shall be compensated for such time at the appropriate rate of pay. Meal periods and rest breaks shall be provided in accordance with applicable state and federal law and regulations, including the Washington Administrative Code which permits intermittent breaks.

ARTICLE 8 - COMPENSATION

8.1 Wage Schedule. Employees covered by this Agreement shall be paid in accordance with Appendix "A".

8.2 Compensation Increases. All increases in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date designated.

The Hospital agrees to maintain current step increases. Although the steps are variable, on average eligible employees receive a 2% increase with each step. In addition, all bargaining unit employees will receive a 3% across the board increase effective the first full pay period following ratification.

Effective the first full pay period following ratification, the wage scale will include new step 14 and step 17 by splitting the percentage between the surrounding ghost steps.

Effective the first full pay period following 1/1/2023, the wage scale will include new steps 16 and 23, splitting the percentage between the ghost steps.

Effective the first full pay period following June 30, 2025, employees will receive a 3% increase.

Effective the first full pay period following June 30, 2026, employees will receive a 2.75% increase.

8.3 Transfers. Employees promoted to a higher paying classification shall be placed at the step in the new classification wage range that provides for a minimum increase of two percent (2%). If an employee is more than halfway through the waiting period to the next step, the employee's placement will be calculated based on the next higher step in the old classification wage range. Any transfer to a higher paying classification shall result in a new anniversary date. If an employee is transferred to a lower paying classification or a different classification in the same pay range, there shall be no change in the employee's longevity step or anniversary date.

8.3.1 Transfers Due to Job Redesign. Notwithstanding Section 8.4, above, in the event an employee is transferring to a new position as a consequence of position restructuring arising out of the redesign of one or more classifications, the following placement rules shall apply: (1) employees transferred to higher paying positions shall be moved to the step of the new classification pay scale that corresponds to their former step and shall maintain their prior anniversary date for pay advancement purposes; (2) employees transferred to lower paying positions shall be placed at the same pay step on the lower scale as the step they previously occupied. The employee's pay in the prior classification will be frozen until such time that the pay rates of the new classification reach the employee's frozen rate of pay.

A "job redesign" is defined as an Employer-initiated process resulting in a substantial change in duties and assignments that necessitates a new job classification.

8.4 Minimum Rates of Pay. Nothing in this Agreement will prevent the Hospital from paying wage rates higher than those set forth in Appendix "A".

8.5 Termination and Subsequent Rehire. Employees who terminate and return to their prior job classification within one (1) year shall be re-employed at a rate equal to at least the pay rate the employee received at termination of employment.

8.6 Allowance for Experience.

(a) All employees hired during the term of this Agreement shall be given full credit for continuous recent experience in the same job classification when placed on the wage scale. For purposes of this section (a), continuous recent experience shall be defined as follows: Recent experience in the same job classification in an accredited acute care hospital or equivalent health care experience determined to be comparable in the opinion of the employer, without a break in experience.

(b) Any job classification where there is recent and related experience outside of an

acute care setting will receive .5 credit if applicable, in the opinion of the employer.

8.7 Job Descriptions. The Hospital shall maintain job descriptions for all positions covered by this Agreement and shall provide these descriptions to employees upon employment and whenever the description is substantially changed. Job descriptions shall also be provided upon written request to the immediate supervisor. Upon written request to the immediate supervisor, the Employer will review and update the job descriptions, if necessary, so that the job descriptions accurately reflect the work being performed. The employee's written request should include (1) the reason for the request, (2) substantiation of the specific elements which have changed the character or nature of the work in relation to the existing job description, and (3) any recommended revisions to the job description. The immediate supervisor will provide a written response within sixty (60) days. After receipt of this response, the employee may refer the matter in writing to the department head for further evaluation, with a copy to the immediate supervisor.

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

(a) The Employer will provide a comprehensive orientation process for employees. This includes orientation to the Hospital, department and an individual's job. Typically orientation to the department and individual position will be combined and require up to eighty (80) hours for a new or transferring employee to be able to work with minimal oversight. In the event this orientation takes more than eighty (80) hours, training may be required. In these instances, where appropriate, lead pay will be provided to the trainer for all time spent training employees. Training needs vary and may be provided by a lead employee, educator or by management.

8.9 Shift Differential. Employees are entitled to shift differential for the entire shift if they work a majority of hours on a shift paying differential. For purposes of computing shift differential, the evening shift starts at 3:00 p.m. and the night shift at 11:00 p.m.

Shift Premium	Non-Clinical Roles	CNA, ED Techs, LPN, Surgery Tech
Evening	\$1.75	\$2.00
Evening (Effective FFPP after 6/30/25)	\$2.00	\$2.25
Night	\$2.25	\$4.00
Night (Effective FFPP after 6/30/25)	\$2.75	\$4.00

8.9.1 7/70 Staffing. Employees working a 7/70 schedule will be paid shift differential for the entire ten (10) hour shift only if a majority of hours fall within the Hospital's standard (8 hour) evening or night shifts.

8.10 Standby Pay. Employees placed on standby status shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour. LPNs and Surg Techs shall be paid at the rate of four dollars (\$4.00) per hour.

8.11 Callback Pay. Any employee called back to work after completion of their regular shift that day shall be compensated at the rate of time and one half (1 1/2) the regular rate of pay. Callback pay shall be paid in addition to standby pay. When called back, the employee shall receive time and one half (1 1/2) for a minimum of three (3) hours if the employee had left the Hospital premises.

8.12 Call In Pay. Employees who are scheduled for standby and are called to report for work shall be paid at time and one half (1 1/2) for a minimum of three (3) hours. Call in pay shall be in addition to standby pay.

8.13 Report Pay. Employees who report for work as scheduled and who are sent home because of low census or for reasons within the Hospital's control shall be given four (4) hours' work unless the Hospital notified the employee not to report for work at least one (1) hour before the scheduled start of the shift. Where the Employer has left a message on the employee's telephone answering machine at least one (1) hour prior to the shift start time advising the employee not to report for work, such communication shall constitute receipt of notice not to report for work and the Report Pay provisions of this Section shall not apply. The Staffing office shall maintain documentation of such notice and the telephone number that was used. Where the Employer attempts to reach an employee and there is no response and the employee reports for work, the employee shall be notified that he/she will move to the top of the HC (hospital convenience) roster for the following low census (HC) day if another employee has been required to take the HC time out of turn. It is the responsibility of the employee moved to the top of the HC roster to contact the Hospital prior to reporting for work if the employee will not be available to receive notice by telephone at the usual location. If the employee were to report to work without contacting the Employer in advance, upon reporting to work, the employee would be low censused without report pay.

8.14 Work in Higher Classification. An employee asked to work in a classification which carries a rate of pay higher than the employee's regular rate of pay shall be compensated at the rate of pay of that higher classification.

8.15 Lead Pay. Lead pay shall be paid to employees assigned to perform (1) skills training conducted on a one-to-one basis; or (2) duties associated with a regularly assigned lead role, including monitoring work flow and/or prioritizing activities for other employees within the department. Skills training shall include new skills development, remedial training and resident or modified resident training programs. Lead pay shall not be paid for hospital/department orientation. Orientation includes those activities designed to familiarize new employees with the objectives and philosophy of the Hospital and department services, to orient new employees to hospital/departmental policies and procedures, and to instruct new employees as to their functions and responsibilities to enable them to work independently. Any employee assigned lead responsibility by the Employer shall receive one dollar and fifty cents (\$1.50) per hour.

8.16 Wage Premium in Lieu of Benefits for Part-Time Employees. In lieu of annual leave and sick leave, a part-time employee may elect a ten percent (10%) wage differential. This election may only occur within the first ten (10) days of employment, change in job status or within ten (10) days of the signing of this Agreement.

8.17 Weekend Premium Pay. An employee who works on a weekend shall receive two dollars and fifty cents (\$2.50) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for paying overtime calculations. For premium pay purposes, the weekend shall be defined as a forty-eight (48) hour period beginning at 11:00 p.m. Friday and ending at 10:59 p.m. Sunday. This weekend premium shall not apply to new hires during the initial training or residency period.

8.18 Monitor Tech Differential. Employees who are not classified as monitor techs but are temporarily working as monitor techs will receive an additional 50 cents (\$0.50) per hour for each hour worked as a monitor tech.

8.19 Preceptor Pay. A trained and appointed LPN, Surgery Tech, ED Tech, or CNA or Preceptor shall receive one dollar and thirty-five cents (\$1.35) per hour. Preceptor pay will not be pyramided with Lead pay. Preceptor pay shall not be paid for hospital/department orientation.

ARTICLE 9 - ANNUAL LEAVE

9.1 Accrual. Employees will receive annual leave based on the following schedule. Part-time employees receive annual leave hours on a prorated basis:

Years of Continuous Employment	Annual Leave (Assuming 1.0 FTE)	Accrual Rate Per Hour	Accrual Rate at 1.0 FTE Per Pay Period
0 thru end of 4 yrs	152 hrs (19 days per year)	.073077	5.85 hours
5 thru end of 10 yrs	192 hrs (24 days per year)	.092308	7.38 hours
11 thru end of 14 yrs	232 hrs (29 days per year)	.111538	8.92 hours
15+ years	248 hrs (31 days per year)	.119231	9.54 hours

To determine accrual rate per pay period for FTE less than 1.0 FTE, multiply rate x FTE. Example: 5.85 x 0.5 FTE = 2.925 per pay period.

An employee is not eligible for annual leave in the same pay period in which it is accrued. Annual leave may be taken in the pay period following the pay period in which it was earned.

9.1.1 7/70 Staffing Schedule. Employees working the 7/70 staffing schedule shall not be eligible for annual leave benefits.

9.2 Scheduling. Annual leave shall begin accruing the first day of employment. During the probationary period, an employee is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the 90 day probationary period, an employee shall be eligible to take any annual leave which has accrued. All annual leave must be scheduled in

advance in accordance with hospital policies and be approved by supervision. The Employer shall have the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the hospital. Patient care needs will take precedence over individual requests. Generally annual leave may not be taken in increments of less than the employee's regular work day. Under special circumstances and only when approved by supervision, partial days may be granted. If two or more employees ask for annual leave for the same time and the same shift, seniority will prevail. If employees split their annual leave (vacation), only the first request may be taken by seniority during the summer months of June, July, August and September.

9.2.1 7/70 Schedule. Upon completion of two (2) years of continuous 7/70 employment, employees working a 7/70 schedule shall receive seven (7) consecutive days of unpaid annual leave per year.

9.3 Cash Out. Annual leave accumulated in the course of one year must be used before completing a subsequent year of employment.

9.4 Work on Holidays. Employees who are assigned to work on New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day shall be paid at the rate of one and one-half (1 1/2) times their regular rate for all hours worked on the holiday. The Employer shall alternate holiday work to the extent possible.

(a) Night Shift. Employees working the night shift shall receive holiday pay for the shift where the majority of the hours worked are on the day of the holiday.

(b) 7/70 Staffing. Employees working the 7/70 staffing schedule shall be eligible for holiday pay pursuant to Section 9.4.

9.5 Payment Upon Termination. After completion of one (1) year of employment, employees shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required fourteen (14) days' prior written notice, or to those employees who are discharged for cause. Acknowledging emergencies do develop that prevent full compliance with the notice provisions of this section, as a result of circumstances beyond an employee's control, payment of accrued unused annual leave will be decided on the facts and circumstances of the individual case.

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

ARTICLE 10 - SICK LEAVE

10.1 Accrual. Regular status employees shall accrue 0.0462 hours (96 hours) of paid sick leave for all paid hours and benefit earning hours (excused absence or hospital convenience) hours (excluding standby pay) not to exceed 2080 hours within a twelve (12) month period based on an employee's anniversary date of employment cumulative to a maximum of seven hundred twenty (720) hours.

10.1.1 7/70 Staffing. Employees working a 7/70 schedule will be paid up to ten (10) hours of sick leave per day.

10.2 Sick Leave Pay. Upon completion of the probationary period, sick leave shall be paid at the employee's regular rate of pay for any illness or injury which incapacitates the employee from performing normal duties and for disability due to pregnancy and childbirth. Sick leave may be used for illness or injury of a dependent child under the age of eighteen (18). The Employer reserves the right to require reasonable proof of illness as a condition to paying sick leave. Abuse of sick leave shall be grounds for discharge. Excessive absenteeism will be subject to counseling/disciplinary action in accordance with hospital absenteeism policies. Where appropriate, the Employee Health Nurse may be asked to review the situation and provide consultation, guidance or suggestions.

(a) Washington State Family Care Act. As required by state law, if the employee is entitled to accrued paid leave, then the employee shall use the employee's choice thereof for:

- i. A child (including foster children, stepchildren, and those for whom the worker stands in loco parentis) of the employee with a health condition; or
- ii. A spouse, parent, parent in law, or grandparent of the employee who has a serious health condition or emergency condition.

An employee may not take leave under this provision until it has been earned. Except for the choice of leave, the employee taking leave under the circumstances described herein must comply with applicable policies, including physician certification of health condition. (WAC 296-130-030)

10.3 Notification. Employees working the first (day) shift shall notify the Employer at least one and one-half (1 1/2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) shift or the third (night) shift shall notify the Employer at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day.

10.4 Sick Leave Cash Out. Employees who have completed at least eight (8) years' continuous employment and have the maximum seven hundred twenty (720) hours' sick leave accumulated, may be eligible thereafter to set up a sick leave cashout account for each succeeding anniversary year of continuous employment. Sick leave cash out hours may be earned up to a rate of one day per month for each month of continuous employment to a maximum of twelve (12) days per year. In the event an employee becomes ill and uses sick leave from the employee's maximum seven hundred twenty (720) hours' accumulation, the corresponding number of hours will be deducted from the employee's cash out account in order to always bring the sick leave accumulation back up to a maximum of seven hundred twenty

(720) hours. At the completion of each employee's anniversary year, the sick leave hours in the cash out account will be converted to dollars at the employee's current rate of pay in the amount of twenty percent (20%) of the account balance.

10.5 Retirement. Twenty five percent (25%) cash out of balance of accumulated unused sick leave after completion of the following applicable deductibles:

After 10 years of continuous employment	15 days
After 15 years of continuous employment	10 days
After 20 years of continuous employment	5 days

to be received at time of normal retirement.

10.6 Worker's Compensation Insurance. Sick leave may be used at the option of the employee for those days when there is a waiting period for State Industrial Compensation. Sick leave may be used to make up the difference between State Industrial Compensation and the wages the employee would have received.

10.7 Job Related Illness or Accident. Employees having time off for reason of job related illness or accident shall not earn any additional benefits during that period; however, they shall accumulate seniority up to a period of six (6) months and this period shall be counted as time worked to compute pay steps or for the purpose of promotion.

ARTICLE 11 - HEALTH PROGRAMS

11.1 Health Benefits. Beginning date of hire in an eligible status, full time and part time employees with a 0.5 FTE or greater will participate in the Hospital's benefit plans which provides a variety of medical, dental, vision and other benefit options. Benefit and eligibility requirements for participation will be defined by the Employer's plan and may be changed or modified in accordance with Article 11.5. For the life of this contract, the Hospital will offer the same medical benefits as are offered to the majority of other Hospital employees.

11.1.1 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 Hospital employees. The MPAP program provides benefit eligible employees with household incomes up to 250% of federal poverty guidelines access to the HRA medical plan with 100% employer paid premium or a 50% discount on premiums for other available medical plans. For benefit eligible employees with household incomes up to 400% of the federal poverty guidelines, the current MPAP provides a 50% discount on premiums for any available medical plan.

11.2 Eligibility. Participation in the benefits programs provided by the Employer shall be subject to specific plan eligibility requirements and plan documents. Employees may elect the minimum coverage alternative of the Employer's benefits program providing the employee

presents the Employer with written evidence that the employee is covered by health insurance elsewhere.

11.3 Other Insurance. The Hospital will provide Group Life Insurance with premiums paid by the Employer. Workers' Compensation Insurance and Unemployment Compensation Insurance will be provided in accordance with the laws of the State of Washington. The Hospital will offer short term disability insurance with the premium to be paid by the employee. The Hospital will offer long term disability insurance and will continue its 2013 percent of employee premium contribution for the life of this contract.

11.4 Retirement Plan. The Hospital will provide a retirement plan for all eligible employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan, which may be changed or modified in accordance with Article 11.5. The Employer will not reduce retirement benefits during the life of this Agreement without first meeting and conferring with the Union.

11.5 Plan Changes. In the event the Employer modifies any of its benefit plans set forth in this Article 11 or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer agrees to provide the Union with thirty (30) days' notice and an opportunity to discuss the modifications prior to implementation.

11.6 Health Tests. At the time of employment, all employees shall receive a tuberculin test.

11.7 Pharmacy/Hospital Discount. For the life of this contract, employees will be offered the same hospital and pharmacy discounts offered to the majority of Hospital employees.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 In General. All leaves are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer. A leave of absence shall commence on the first day of absence from work.

12.2 Maternity Disability Leave. A maternity leave of absence shall be granted upon request of the employee for the period of time that the employee is temporarily disabled due to pregnancy or childbirth, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of physical disability, the employee shall return to work on the same position and FTE status. Thereafter, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. The employee may use previously accrued sick leave and annual leave during the period of disability. Prior to the employee returning from a leave of absence, 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. Employees on approved maternity leave will have the option of continuing their group medical coverage at their own expense during the length of the leave.

12.3 Family and Medical Leave. As required by State or Federal law, upon completion of

one (1) year of employment, any employee who has worked at least 1,250 hours during the prior twelve (12) months, shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption, or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the Employer's contribution to the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualified under both the Family Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistent with the rights, requirements, limitations and conditions set forth in the federal law whichever is more broadly construed. The employee may elect or the Employer may require the employee to use any accrued paid leave time during the leave of absence for which the employee is eligible under the Employer's policies. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

12.3.1 Leave Combined. An employee who qualifies for FMLA may guarantee the employee's position (same classification and FTE status) for a period of up to the period of disability plus twelve (12) weeks by combining her maternity and FMLA leaves.

12.4 Health Leave. After one (1) year of continuous employment, a leave of absence may be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. If the employee is eligible, this leave shall run concurrently with FMLA and the employee shall return to work to the same classification and FTE status if the employee's absence does not exceed that allowed under FMLA. If the employee does not qualify under FMLA, or upon expiration of the FMLA leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee has applied and is qualified. The employee shall use previously accrued sick leave and annual leave to the extent accrued during this health leave of absence. Prior to the employee returning from a health leave of absence, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position.

12.5 Other Employment. Employees on an approved leave of absence may not receive money, or its equivalent, from employment elsewhere except with prior written consent of the Employer. This rule does not apply to any employee on an approved educational leave of absence.

12.6 Seniority/Benefit Accruals. An approved leave of absence for a period of up to six (6) months will not affect previously accrued seniority or the accrual of annual leave and sick leave benefits. Seniority and benefits shall not continue to accrue during the unpaid portion of the leave of absence.

12.7 Return from Leave. An approved leave of absence will guarantee an employee the first available opening for which the employee is qualified, if the employee is ready to return to work on or before the expiration date of the leave.

12.8 Educational Leave; Technical Positions. Up to twenty-four (24) hours (prorated for part-time employees) of paid educational leave per year may be granted to full time technical positions covered by this Agreement, provided, however, such leave is subject to budgetary considerations, scheduling requirements of the Hospital and approval by the Employer of the subject matter to be studied. Educational meetings shall be defined as those meetings conducted for the purpose of developing skills and qualifications of employees, enhancing and upgrading the quality of patient care, and shall not include any meetings conducted for any purpose relating to labor relations or collective bargaining activities.

12.9 Advanced Study Leave. Leave may be granted for job related study for a period of one year without pay and the employee may return to the first job opening for which the employee is qualified without loss of seniority or other accrued benefits. Request for study leave must be submitted in writing at least sixty (60) days prior to the time leave is desired.

12.10 Military Leave. An employee called into active service or reserve duty with the Armed Forces will be granted a leave of absence and reemployed following this duty, in accordance with the rights and privileges set forth in the Uniformed Service Employment and Reemployment Rights Act (USERRA).

12.11 Funeral Leave. When properly authorized, a regular employee may be allowed up to three (3) days off with pay by reason of death in the employee's immediate family defined as 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.

12.12 Jury Duty. Employees summoned for jury duty on scheduled work days will be paid their regular wages in accordance with PSPH policy. To be eligible for jury duty pay, employees must give their department heads notice of jury duty call and proof of payment.

12.12.1 Witness Leave. Any employee who is called to be a witness on behalf of the Employer shall be paid for such time at the straight time of pay, including any applicable shift differential. In the event that an employee is subpoenaed to testify in any other judicial proceeding, the employee will be given time off as required by the subpoena, and will use accrued annual leave, if available, prior to going into an unpaid status.

12.13 Washington State Paid Family and Medical Leave. Employees may be eligible for benefits through the Washington Paid Family and Medical Leave program. The Employer contributes approximately thirty-seven percent (37%) of the premium costs as required by RCW 50A.10.030 and the remaining amount is deducted from employee paychecks as allowed under the statute. When an employee is eligible to receive payments under the Paid Family and Medical Leave program, the employee shall be permitted to supplement such payments with accrued sick leave and/or annual leave to make up the difference between the compensation received under Paid Family and Medical Leave program and the employee's regular pay, but not

to exceed the approximate net earnings the employee would have normally received during a normal work week.

12.14 Union Leave. Subject to patient care and staffing needs, annually up to five (5) members of the bargaining unit may be granted an unpaid leave of a minimum of two (2) weeks one to assume a position with the Union and the employee shall be entitled to return to their former position. On a leave of absence exceeding one (1) month, the employee would be entitled to the first available position for which the employee is qualified. This leave may not exceed six (6) months.

ARTICLE 13 - DRUG AND ALCOHOL FREE WORKPLACE

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

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

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

ARTICLE 14 - NO STRIKE-NO LOCKOUT

14.1 No Strike-No Lockout. In view of the potential damage to the patients' health and welfare, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them, shall authorize, sanction, engage in, or participate in a strike, including but not limited to a concerted work stoppage of any kind, sympathy strike, concerted slowdown, or concerted refusal or failure to report for work or perform work, including the refusal to cross another Union's picket line. The Hospital agrees that in consideration of the above, it will not lock out employees during the term of this Agreement. Both parties to this Agreement advocate at all times that any complaint, dispute or grievance shall be resolved through the procedures

provided in Article 15 of this Agreement.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 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.

15.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties. Failure of an employee or the Union to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step of the grievance procedure without any other action necessary on the part of the employee, provided, however, the Union must specifically request arbitration under Step 4.

15.3 Resource Assistance. Human Resources personnel, Union representatives, and/or delegates may participate in any phase of the dispute resolution procedure upon request of those involved in the dispute. With advance notice to Human Resources, one (1) additional Union Representative may attend the grievance procedure for training purposes. When two (2) union representatives are present, the union will choose one (1) to serve as spokesperson for the grievance procedure.

15.4 Grievance Procedure. A grievance must be submitted in accordance with the following grievance procedure:

Step 1. Immediate Supervisor.

If any employee has a grievance, the employee shall first present the grievance in writing to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the employee within fourteen (14) calendar days following the Step 1 level meeting. Grievances resolved at this level shall be final and binding but will not form precedent for any future or other disputes arising under this Agreement or addressed by this Article unless mutually agreed to by the parties.

***Note:** If another level of supervision exists between the Supervisor and the Department Head, the employee should follow the chain of command utilizing the same time lines as are identified for the Department Head*

Step 2. Department Head

If the matter is not resolved to the employee's satisfaction at Step 1, the employee and Union Representative, if requested by the employee, shall present the grievance in writing to the Department Head (or designee) within fourteen (14) calendar days of receipt of the immediate supervisor's decision. A conference between the employee (and the Union steward, if requested by the employee) and the Department Head (and/or designee) shall be held within ten (10) calendar days for the purpose of resolving the

grievance. The Department Head shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Assistant Administrator

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Assistant Administrator (and/or designee) within fourteen (14) calendar days of the Step 2 decision. The Assistant Administrator (and/or designee) shall meet with the employee and the Union Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Assistant Administrator (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the grievance to arbitration within ten (10) calendar days following the end of Step 3. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator may award backpay lost by an aggrieved employee for any breach of this Agreement; but no such award shall be made for any period earlier than the date when the grievance or complaint was first presented. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

15.5 Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve an issue. Both parties must mutually agree to use mediation and neither party may require that any issue be sent to mediation.

ARTICLE 16 - GENERAL PROVISIONS

16.1 Separability. It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by the courts or proper governmental agency to be in contravention of any state or federal law, such decision shall not invalidate the entire Agreement. It is the express intention of the parties that the remainder of this Agreement shall remain in full force and effect. The parties agree to jointly revise those portions which are determined invalid to conform with state and federal laws.

16.2 Present Conditions. No wage rate shall be reduced because of the signing of this Agreement.

16.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

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

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

ARTICLE 17 – SUCCESSORSHIP

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. During that ninety (90) 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 18 - DURATION

This Agreement shall be effective on ratification and shall remain in full force and effect until April 30, 2027, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement by giving written notice by certified mail, to the other party not less than ninety (90) days in advance of April 30, 2027, or any April 30 thereafter that this Agreement is in effect.

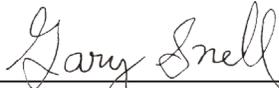
IN WITNESS WHEREOF the parties hereto have executed this Agreement this 18th
day of November, 2024.

DocuSigned by:
Darin Goss 1/13/2025
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Darin Goss, Chief Executive
Providence St. Peter Hospital

Signed by:
Jane Hopkins 1/13/2025
8084B9A2356D493...
Jane Hopkins, President
SEIU Healthcare 1199NW

DocuSigned by:
Dana Johnson 1/15/2025
3E5349590F5A481...
Dana Johnson, Chief Human Resources Officer
Providence St. Peter Hospital

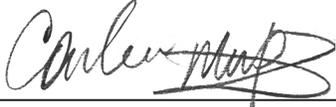
DocuSigned by:
Yolanda King-Lowe 1/13/2025
37039ABA0CE0447...
Yolanda King-Lowe, Secretary
Treasurer
SEIU Healthcare 1199NW



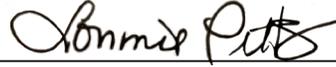
Gary Snell, Transporter, Patient Transport



Adam Swigert, Cook, Dietary



Carleen Murphy, CNA/HUC, CDU



Lonnie Pitts, HUC, SADU North



Shelenna Kershner, CNA, ICU



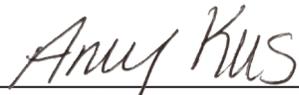
Cindy Ekman, Cook, Dietary



Mary Kopac, Central Supply Distribution
Technician, Distribution



Sarah Macaulay, Patient Sitter, Emergency
Department



Amy Kus, CNA, Telesitter



Leann DuPrey, Patient Scheduler, Surgery



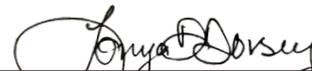
Shannon Cole, Patient Scheduler, Diagnostic
Imaging



Desmond Ellis, EVS Tech, EVS



Rosemarie Harris, Monitor Tech, Telesitter



Tonya Dorsey, HUC, SADUS

PROVIDENCE ST. PETER HOSPITAL

ADDENDUM

TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Union, employees may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The employee shall be allowed two (2) fifteen (15) minute rest periods to be taken in accordance with state law and regulations.

2. Work Period: Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Employees working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first four (4) hours after the end of the ten (10) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than four (4) consecutive hours beyond the end of the ten (10) hour shift, all additional overtime hours of work for that shift shall be paid at double time (2x).

3. Contract Provision Not Applicable. Section 7.5, *Time Off Between Shifts*, shall not apply to this innovative work schedule.

4. Shift Differential. Employees working a ten (10) hour shift shall receive shift differential for hours worked where the majority of hours coincide with the normal hours that qualify for shift premium.

5. Sick Leave Notification. Employees working the first (day) shift shall notify the Employer at least one and one-half (1 1/2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) shift shall notify the Employer at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.

PROVIDENCE ST. PETER HOSPITAL

ADDENDUM

TWELVE (12) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Union, employees may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of thirteen (13) hours to include two thirty (30) minute unpaid meal periods or, if mutually agreeable to the Hospital and the employee, twelve one-half (12 ½) consecutive hours with one (1) thirty (30) minute unpaid meal period. Shift start times shall be determined by the Employer. The employee shall be allowed three (3) fifteen (15) minute rest periods in accordance with state law and regulations.

2. Work Period: Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Employees working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first four (4) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than four (4) consecutive hours beyond the end of the twelve (12) hour shift, all additional overtime hours of work for that shift shall be paid at double time (2x).

3. Contract Provision Not Applicable. Section 7.5, Time Off Between Shifts, shall not apply to this innovative work schedule.

4. Shift Differential. Employees working a twelve (12) hour shift shall receive shift differential for hours worked where the majority of hours coincide with the normal hours that qualify for shift premium.

5 Sick Leave Notification. Employees working the first (day) shift shall notify the Employer at least one and one-half (1 1/2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) shift shall notify the Employer at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.

PROVIDENCE ST. PETER HOSPITAL

ADDENDUM

SIXTEEN (16) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 of the Agreement between the Hospital and the Union, employees may, on an individual basis, agree to work a sixteen (16) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

- 1. Work Day.** The sixteen (16) hour shift schedule shall provide for a sixteen (16) hour work day consisting of seventeen (17) hours to include two thirty (30) minute unpaid meal periods. Shift start times shall be determined by the Employer. The employee shall be allowed rest periods to be taken in accordance with state law and regulations.
- 2. Work Period: Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Employees working this sixteen (16) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked after the end of the sixteen (16) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period.
- 3. Contract Provision Not Applicable.** Section 7.5, *Time Off Between Shifts*, shall not apply to this innovative work schedule.
- 4. Shift Differential.** Employees working a sixteen (16) hour shift shall receive shift differential for hours worked where the majority of hours coincide with the normal hours that qualify for shift premium.
- 5. Sick Leave Notification.** Employees working the first (day) shift shall notify the Employer at least one and one-half (1 1/2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the second (evening) shift shall notify the Employer at least three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.
- 6. Annual Leave.** Four (4) weekends may be used for vacation purposes each calendar year

Year 2 – ATB 3.0%

Effective the first full pay period following June 30, 2025

Job Code Title	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23-Top
Surgical Technician Resident	\$25.61	\$26.59	\$27.62	\$28.63	\$29.67	\$30.64	\$31.16	\$31.74	\$32.68	\$33.16	\$33.63	\$34.25	\$35.29	\$36.14	\$36.62	\$37.08	\$37.77	\$38.05	\$38.33	\$38.33	\$38.82	\$38.82	\$39.76	\$42.18
Senior Diagnostic Imaging Assistant	\$22.47	\$23.18	\$23.83	\$24.52	\$25.24	\$25.90	\$26.21	\$26.46	\$27.06	\$27.39	\$27.67	\$28.17	\$28.85	\$29.53	\$29.84	\$30.15	\$30.70	\$30.87	\$31.03	\$31.03	\$31.39	\$31.39	\$32.17	\$34.07
Certified Nursing Assistant																								
Emergency Technician																								
Cook	\$22.12	\$22.81	\$23.46	\$24.09	\$24.73	\$25.31	\$25.41	\$25.64	\$26.18	\$26.49	\$26.77	\$27.24	\$27.90	\$28.60	\$28.89	\$29.18	\$29.72	\$29.87	\$30.01	\$30.01	\$30.52	\$30.52	\$31.08	\$32.98
Patient Transporter	\$21.16	\$21.76	\$22.33	\$22.93	\$23.54	\$24.14	\$24.35	\$24.72	\$25.31	\$25.59	\$25.90	\$26.37	\$26.93	\$27.57	\$27.94	\$28.31	\$28.82	\$28.97	\$29.13	\$29.13	\$29.38	\$29.38	\$30.41	\$32.23
Central Supply Distribution Technician	\$22.15	\$22.84	\$23.60	\$24.29	\$24.98	\$25.61	\$25.75	\$26.07	\$26.77	\$27.06	\$27.40	\$27.92	\$28.61	\$29.30	\$29.64	\$29.97	\$30.55	\$30.74	\$30.91	\$30.91	\$31.21	\$31.21	\$32.03	\$33.95
Associate Food Service Attendant	\$20.55	\$21.24	\$21.86	\$22.48	\$23.07	\$23.72	\$23.95	\$24.10	\$24.68	\$24.96	\$25.24	\$25.71	\$26.33	\$26.97	\$27.28	\$27.59	\$28.10	\$28.26	\$28.42	\$28.42	\$28.75	\$28.75	\$29.48	\$31.27
Barista																								
Food Service Attendant																								
Nutrition Attendant																								
Sterile Processing Technician	\$23.72	\$24.46	\$25.17	\$25.84	\$26.53	\$27.20	\$27.40	\$27.66	\$28.31	\$28.63	\$28.93	\$29.46	\$30.16	\$30.91	\$31.23	\$31.54	\$32.12	\$32.30	\$32.48	\$32.48	\$32.82	\$32.82	\$33.60	\$35.60
Health Unit Coordinator	\$21.94	\$22.68	\$23.34	\$24.02	\$24.72	\$25.36	\$25.53	\$25.79	\$26.42	\$26.71	\$27.07	\$27.55	\$28.20	\$28.87	\$29.26	\$29.65	\$30.21	\$30.39	\$30.55	\$30.55	\$30.83	\$30.83	\$31.95	\$33.91
Patient Services Specialist																								
Telemetry Technician																								
Associate Linen Representative	\$20.91	\$21.56	\$22.23	\$22.87	\$23.53	\$24.12	\$24.31	\$24.69	\$25.28	\$25.57	\$25.88	\$26.34	\$26.91	\$27.55	\$27.92	\$28.28	\$28.79	\$29.07	\$29.33	\$29.33	\$29.89	\$29.89	\$30.92	\$32.77
Environmental Services Technician																								
Operating Room Assistant																								
Patient Sitter																								
Senior Environmental Services Technician																								
LPN LVN	\$30.66	\$31.92	\$33.17	\$34.30	\$35.46	\$36.63	\$37.29	\$38.14	\$39.24	\$39.82	\$40.44	\$41.21	\$42.37	\$43.39	\$43.96	\$44.53	\$45.35	\$45.69	\$46.03	\$46.03	\$46.63	\$46.63	\$47.75	\$50.65
LPN LVN (OB Tech)	\$31.22	\$32.45	\$33.70	\$34.94	\$36.20	\$37.39	\$38.11	\$38.92	\$40.06	\$40.65	\$41.30	\$42.08	\$43.24	\$44.29	\$44.88	\$45.46	\$46.29	\$46.64	\$46.99	\$46.99	\$47.63	\$47.63	\$48.78	\$51.72
Obstetrics Technician	\$31.22	\$32.45	\$33.70	\$34.94	\$36.20	\$37.39	\$38.11	\$38.92	\$40.06	\$40.65	\$41.30	\$42.08	\$43.24	\$44.29	\$44.88	\$45.46	\$46.29	\$46.64	\$46.99	\$46.99	\$47.63	\$47.63	\$48.78	\$51.72
Surgical Technician																								
Procedural Scheduler	\$23.62	\$24.35	\$25.05	\$25.77	\$26.52	\$27.22	\$27.43	\$27.73	\$28.37	\$28.73	\$29.03	\$29.57	\$30.29	\$31.03	\$31.37	\$31.70	\$32.29	\$32.46	\$32.63	\$32.63	\$33.01	\$33.01	\$33.83	\$35.80

Year 3 – ATB 2.75%
 Effective the first full pay period following June 30, 2026

Job Code Title	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23-Top
Surgical Technician Resident	\$26.31	\$27.32	\$28.38	\$29.42	\$30.49	\$31.48	\$32.02	\$32.61	\$33.58	\$34.07	\$34.55	\$35.19	\$36.26	\$37.13	\$37.63	\$38.10	\$38.81	\$39.10	\$39.38	\$39.38	\$39.89	\$39.89	\$40.85	\$43.34
Senior Diagnostic Imaging Assistant	\$23.09	\$23.82	\$24.49	\$25.19	\$25.93	\$26.61	\$26.93	\$27.19	\$27.80	\$28.14	\$28.43	\$28.94	\$29.64	\$30.34	\$30.66	\$30.98	\$31.54	\$31.72	\$31.88	\$31.88	\$32.25	\$32.25	\$33.05	\$35.01
Certified Nursing Assistant																								
Emergency Technician																								
Cook	\$23.00	\$23.44	\$24.11	\$24.75	\$25.41	\$26.01	\$26.11	\$26.35	\$26.90	\$27.22	\$27.51	\$27.99	\$28.67	\$29.39	\$29.68	\$29.98	\$30.54	\$30.69	\$30.84	\$30.84	\$31.15	\$31.15	\$31.93	\$33.89
Patient Transporter	\$23.00	\$23.39	\$23.45	\$23.56	\$24.19	\$24.80	\$25.02	\$25.40	\$26.01	\$26.29	\$26.61	\$27.10	\$27.67	\$28.33	\$28.71	\$29.09	\$29.61	\$29.77	\$29.93	\$29.93	\$30.19	\$30.19	\$31.25	\$33.12
Central Supply Distribution Technician	\$23.00	\$23.47	\$24.25	\$24.96	\$25.67	\$26.31	\$26.46	\$26.79	\$27.51	\$27.80	\$28.15	\$28.69	\$29.40	\$30.11	\$30.46	\$30.79	\$31.39	\$31.59	\$31.76	\$31.76	\$32.07	\$32.07	\$32.91	\$34.88
Associate Food Service Attendant	\$23.00	\$23.22	\$23.49	\$23.87	\$23.96	\$24.37	\$24.61	\$24.76	\$25.36	\$25.65	\$25.99	\$26.42	\$27.05	\$27.71	\$28.03	\$28.35	\$28.87	\$29.04	\$29.20	\$29.20	\$29.54	\$29.54	\$30.29	\$32.13
Barista																								
Food Service Attendant																								
Nutrition Attendant																								
Sterile Processing Technician	\$24.37	\$25.13	\$25.86	\$26.55	\$27.26	\$27.95	\$28.15	\$28.42	\$29.09	\$29.42	\$29.73	\$30.27	\$30.99	\$31.76	\$32.09	\$32.41	\$33.00	\$33.19	\$33.37	\$33.37	\$33.72	\$33.72	\$34.52	\$36.58
Health Unit Coordinator	\$23.00	\$23.30	\$23.98	\$24.68	\$25.40	\$26.06	\$26.23	\$26.50	\$27.15	\$27.44	\$27.81	\$28.31	\$28.98	\$29.66	\$30.06	\$30.47	\$31.04	\$31.23	\$31.39	\$31.39	\$31.68	\$31.68	\$32.83	\$34.84
Patient Services Specialist																								
Telemetry Technician																								
Associate Linen Representative	\$23.00	\$23.37	\$23.62	\$24.03	\$24.18	\$24.78	\$24.98	\$25.37	\$25.98	\$26.27	\$26.59	\$27.06	\$27.65	\$28.31	\$28.69	\$29.06	\$29.58	\$29.87	\$30.14	\$30.14	\$30.71	\$30.71	\$31.77	\$33.67
Environmental Services Technician																								
Operating Room Assistant																								
Patient Sitter																								
Senior Environmental Services Technician																								
LPN LVN	\$31.50	\$32.80	\$34.08	\$35.24	\$36.44	\$37.64	\$38.32	\$39.19	\$40.32	\$40.92	\$41.55	\$42.34	\$43.54	\$44.58	\$45.17	\$45.75	\$46.60	\$46.95	\$47.30	\$47.30	\$47.91	\$47.91	\$49.06	\$52.04
LPN LVN (OB Tech)	\$32.08	\$33.34	\$34.63	\$35.90	\$37.20	\$38.42	\$39.16	\$39.99	\$41.16	\$41.77	\$42.44	\$43.24	\$44.43	\$45.51	\$46.11	\$46.71	\$47.56	\$47.92	\$48.28	\$48.28	\$48.94	\$48.94	\$50.12	\$53.14
Obstetrics Technician	\$32.08	\$33.34	\$34.63	\$35.90	\$37.20	\$38.42	\$39.16	\$39.99	\$41.16	\$41.77	\$42.44	\$43.24	\$44.43	\$45.51	\$46.11	\$46.71	\$47.56	\$47.92	\$48.28	\$48.28	\$48.94	\$48.94	\$50.12	\$53.14
Surgical Technician																								
Procedural Scheduler	\$24.27	\$25.02	\$25.74	\$26.48	\$27.25	\$27.97	\$28.18	\$28.49	\$29.15	\$29.52	\$29.83	\$30.38	\$31.12	\$31.88	\$32.23	\$32.57	\$33.18	\$33.36	\$33.53	\$33.53	\$33.92	\$33.92	\$34.76	\$36.78

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING is by and between Providence St. Peter Hospital ("Employer" or "Hospital") and District 1199NW, Hospital and Health Care Employees Union, SEID ("Union").

As part of their Agreement effective upon ratification through the life of this contract, the parties agree as follows:

1. **Bulletin Boards.** The four bulletin boards referenced in Section 3.5 of the parties' Agreement shall be located (a) within the Emilie Gamlin Building, (b) adjacent to the Emergency Department, (c) Cafeteria, and (d) lower level main hospital. A fifth bulletin board will be added south of the main OR doors, between the service elevators and diagnostic imaging. If additional bulletin boards are desired, the Union may identify specific locations and raise the issue at Labor-Management Committee.

Bulletin Boards: A 6th bulletin board will be added in the Surgical Center, West.

2. **Prohibition of Mandatory Overtime.**
 - a. **Preamble.** The legislature of the State of Washington passed a law (SB6675) which states as follows: "Washington state is experiencing a critical shortage of qualified, competent health care workers. To safeguard the health, efficiency, and general well-being of health care workers and promote patient safety and quality of care, the legislature finds, as a matter of public policy, that required overtime work should be limited with reasonable safeguards in order to ensure that the public will continue to receive safe, quality care.
 - b. **Mandatory Overtime Prohibited.** No bargaining member covered by this Collective Bargaining Agreement may be required to work overtime. Any attempt to compel or force members to work overtime is contrary to public policy and this Agreement. The acceptance by any nurse of overtime is strictly voluntary, and the refusal of a bargaining member to accept overtime work is not grounds for discrimination, dismissal, discharge or any other penalty, threat of reports for discipline, or employment decision adverse to the employee.
 - c. **Exceptions.** This provision does not apply to overtime work that occurs:
(a) Because of any unforeseeable emergent circumstance; (b) Because of prescheduled on-call time; (c) When the Employer documents that the Employer has used reasonable efforts to obtain staffing. An employer has not used reasonable efforts if overtime work is used to fill vacancies resulting from chronic staff shortages; or (d) When a nurse is required to work overtime to complete a patient care procedure already in progress when the absence of the nurse could have an adverse effect on the patient.

- d. Application. This provision applies only to Licensed Practical Nurses and shall not be construed to impose requirements on the Employer any different than those under applicable law as that law may be interpreted and applied by court decisions.
3. Normal Work Day (7.1). The normal work day referred to in Section 7.1 is intended to include scheduled shifts of less than eight (8) hours in duration.
4. Grievance Procedure (14.4). The Employer would intend to send a courtesy copy of any written response required by the Employer under the grievance procedure to the Union steward and/or Union representative involved in the grievance. This understanding shall not be regarded as an additional commitment under the collective bargaining agreement and failure to receive such copy shall not be regarded as a procedural breach of the Agreement nor any other violation of the grievance procedure process.
5. Returning Injured Workers Back to Work. The Union and the Employer both agree that employees injured in the workplace should be returned to active status when appropriate to do so. Effective for injuries occurring subsequent to January 30, 2007, employees who request a health leave of absence in addition to an approved FMLA due to a work-related (compensable) injury shall maintain their right to return to work as provided by Article 12.4 (Health Leave of Absence) for an additional eight weeks beyond expiration of regular FMLA.

Employees who are on an FMLA leave due to their own serious health condition caused by an on-the-job injury, will only be required to use sufficient paid leave (rounded up to the closest full hour of leave) necessary to cover any of the employee's contributions towards flex benefits.

The parties also agree that, where appropriate and reasonable, employees with disabilities should be accommodated. In those circumstances where (a) an employee was actively employed for a minimum of one (1) year, working no less than 1250 hours in the year prior to leave, and (b) the employee has been released to return to work with restrictions and, (c) the Employer has determined there is an available accommodation, the Employer and the Union shall meet to discuss potential return to work options/arrangements including waivers of seniority and job postings.

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING is by and between Providence St. Peter Hospital ("Employer" or "Hospital") and District 1199NW, Hospital and Health Care Employees Union, SEIU ("Union").

As part of their Agreement effective upon ratification, the parties agree as follows:

1. Organizational Equity & Inclusion

Discrimination and Harassment

The Employer and the Union agree that employees deserve a workplace where everyone is treated with respect, dignity, and equity. The parties further agree that employees are entitled to a just and supportive work environment, where they are treated with dignity and respect, regardless of sex, race, age, disability or any other protected characteristic as set forth in the Employer's policies. In accordance with Providence St. Peter Hospital (PSPH) policies, the Employer is committed to providing a work environment free from unlawful harassment. Consistent with PSPH policy, harassment by any employees should be reported to an employee's Core Leader, to HR, or to the Integrity Hotline. Complaints of harassment will be investigated, and any necessary corrective action will be taken, in accordance with policy.

Equity and Inclusion

Within thirty (30) days following ratification of this Agreement, issues regarding equity and inclusion of employees at PSPH 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 two (2) joint sessions addressing such topics as awareness of hidden bias, equity and inclusion and culture competency. The parties will jointly select independent facilitators (one who is white and one who is a person of color) within 90 days, who will be paid for by the Employer. The joint session will be held within six (6) months of ratification, subject to patient care needs. An agenda for the session 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 PSPH. These facilitated joint session will be on paid time for up to six (6) LMC members. LMC will establish baseline data tracking and success measures related to the work plan.

No Retaliation

As set forth in PSPH's policies, there will be no retaliation against any employee for raising complaints of harassment, discrimination or bringing discrimination concerns to the Labor Management Committee or in any other forum. Employees will report any instances of retaliation to their Core Leader, HR or the Integrity Hotline. Instances will be

investigated, and any necessary corrective action will be taken, in accordance with policy.

Restroom Equity

The Employer shall provide that all have employees adequate access to all-gender restrooms. It is the Employer's intent to make as many restrooms all-gender as possible and update signage.

Complaints

Employees who feel they have been the subject of discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisor and/or manager and Human Resources for local resolution. The goal of local resolution is to address and resolve problems as quickly as possible and to stop or address any inappropriate behavior. Managers and delegates will receive additional support for responding to discrimination and harassment complaints and escalate concerns to the Labor Management Committee.

The Employer will investigate and use dispute resolution to review issues that can go beyond legal definitions of discrimination and harassment. This can include behavior that violates our values in treating each other with dignity and mutual respect and justice to promote a culture that fosters unity and reconciliation.

Human Resources will participate in additional training on the prevention and response of workplace discrimination and harassment at all levels.

Religious Accommodation

Beginning in 2025, the parties will discuss religious accommodations during Labor Management Committee meetings as it relates to OEI work. LMC will be supported by management in the circulation of a survey to gather information on the topic.

2. Participation in PSPH Staffing Committee

The union may nominate a total of 6 7 members: 1 ED Tech, 1 patient sitter, 1 monitor tech, 2 CNAs and 2 HUCs that will attend the hospital staffing committee. Participation for these members in all committee meetings will be on paid time. Two members (2 CNAs and/or ED Tech), Three members will be full voting members of the committee and participate in the development and review of the staffing plans. The remaining members may participate in all committee meetings as well as the development and review of staffing plans but will not be voting members.

3. Experience Review

Within one hundred and twenty (120) days of ratification, current employees may request a review of their current experience level and current step placement. If discrepancies are found, the employer will place the caregiver on the appropriate step based on experience.

4. Patient Sitters

In 2021, a new job classification of patient sitters was created. To ensure patients receive the highest quality care the Employer agrees to the following:

1. Patient sitter education will include Violence Prevention training.
 - The labor management committee will review and give input to the current training and education program for patient sitters.
 - Within 6 months following ratification, all caregivers assigned a 1:1 patient assignment shall have first received the Violence Prevention training.
2. Subject to patient care needs, the Employer agrees to provide support, including scheduling flexibility, to patient sitters working to advance their healthcare career.
3. The Joint labor management committee will review the sitter utilization data on a quarterly basis to evaluate the use of patient sitters.

Every reasonable effort will be made for 1:1 patient sitter assignment to be outside (or in addition to) the matrix.

If there is low census in the Emergency Department for Patient Sitters, management will assess the needs of the hospital. If there are no volunteers for low census, Patient Sitters will be floated to fill 1:1 needs for the rest of the hospital, provided they have necessary qualifications, before implementing the rest of the Low Census rotation.

5. Work Assignments

Within thirty (30) days of ratification, the Labor Management committee will convene a work group to discuss the feasibility of consistent work assignments within the Admitting department that will not impact patient care. These discussions would be concluded within sixty (60) days of ratification.

6. Medical Benefits. In 2025, the percentage of employee premium contributions for employee only coverage and dependent coverage will not change for medical, dental and vision. Material plan design changes will not be made unless required to comply with federally mandated Health Care Reform or other applicable law or regulation. Changes in networks or health care providers available under existing plans shall not be considered a material reduction in benefits during this agreement. The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g. Health Care Reform) although the Union may ask to bargain over the effects of such changes.

For benefit year 2025, premiums will not increase by more than 10% on a blended average basis, meaning for some categories that increases may be greater than 10% or others less than 10%. The parties agree that Article 11.1, Health Benefits, may be opened for bargaining in good

faith by the Union if there are material reductions in benefits under the plans offered by the Employer, and/or material increases in in-network deductibles, or in-network out-of-pocket maximums, and the amount of premium percentage, or a material reduction in the employer contributions under the health incentive program (excluding those required by law or regulation). Changes in networks or healthcare providers, available under existing plans shall not be considered a material reduction in benefit during this Agreement. The Employer agrees to provide written notice of benefit plan changes or before September 15, of the applicable year, at which point, upon the request of the Union, only Article 11.1 may be reopened for negotiation.

The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g. Health Care Reform) although the Union may ask to bargain over the effects of such changes.

7. Ratification Bonus

The Hospital will pay full time and part time employees on active payroll at the time of ratification, pro-rated by FTE, a one-time bonus of \$300 (minus applicable withholdings) effective the second full pay period following the date of ratification.

DocuSigned by:

6BC2A0529CE342C...
Darin Goss, Chief Executive Providence St. Peter Hospital

DocuSigned by:

3E5349590F5A481...
Dana Johnson, Chief Human Resources Officer Providence St. Peter Hospital

Signed by:

8981B9A2356D403...
Jane Hopkins, President SEIU Healthcare 1199NW

DocuSigned by:

37039ABA0CE0447...
Yolanda King-Lowe, Secretary Treasurer SEIU Healthcare 1199NW

**LETTER OF UNDERSTANDING
FOOD AND NUTRITION SERVICES**

Within one hundred and twenty days following ratification, the Hospital agrees that the Food and Nutrition Services Department will review assignment competencies within each job classification and provide additional training, if necessary. All new hires will rotate through all work assignments in their job classification for their first six (6) months of employment, to ensure competency in all areas within their job classification.

The hospital will endeavor to assign a caregiver per classification to perform relief duties. The employer will ask for volunteers within the job classification and shift to take the relief assignment. In the event there is not a volunteer, the Employer will make every effort to rotate equitably among all employees on the shift within the job classification, providing skill, competence, and ability are considered equal.

A topic-specific subcommittee of the LMC will review outcomes one year after implementation of relief assignments and competency review and make recommendations.