

Agreement between SEIU Healthcare 1199NW
& FRANCISCAN SPECIALTY CARE, LLC A/K/A
VIRGINIA MASON FRANCISCAN HEALTH
REHABILITATION HOSPITAL

**VIRGINIA MASON FRANCISCAN
HEALTH REHABILITATION HOSPITAL
2025–2027 Contract
Service/Technical/
Professional Bargaining Unit**



SEIUHealthcare®
United for Quality Care

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Preamble

This Agreement is made and entered into by and between Franciscan Specialty Care, LLC a/k/a Virginia Mason Franciscan Health Rehabilitation Hospital (hereinafter referred to as the “Hospital” or the “Employer”) and SEIU Healthcare 1199 NW, Service Employees International Union (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

Article 1 Recognition

1.1 Recognition: The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time, per diem, and on-call employed by the Employer as illustrated in NLRB Case 19-RC-331469, excluding all confidential employees, managers, guards and supervisors as defined in the Act.

1.1.2 The following job classifications will also be accredited to the bargaining unit – Unit Secretary/Health Unit Coordinator(s), Dietitian(s), Materials Coordinator and Plant Operations Worker.

1.1.3 New Job Classes: New job classifications that include work done by bargaining unit employees that are established after the election and during the term of this Agreement will be covered by this Agreement. The Union will be notified of any new classifications within these parameters established by the Employer.

Article 2 Nondiscrimination

2.1 Nondiscrimination. The Hospital and the Union agree that conditions of employment shall be consistent with applicable City, County, State and Federal law regarding nondiscrimination. The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee on the basis of disability, veteran or military status, victim of sexual assault, stalking, or domestic violence, age, sex, sexual orientation, gender identity or expression, genetic information, pregnancy, political affiliation or ideology, marital status, race, national origin, color, creed, religion, citizenship, or membership or non-membership in a union. Unlawful harassment is included as a form of prohibited discrimination.

2.2 Sexual Harassment. No employee shall be subjected to discrimination in the form of sexual harassment, defined as (1) unwelcome sexual advances or requests for sexual favors by a person who has authority over the recipient when (a) submission to such conduct is made either an implicit or explicit condition of the individual's employment, or (b) submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment; or (2) unwelcome and unsolicited language or conduct that is of a sexual nature or is based on the recipient's sex, gender identity, or gender expression and that is sufficiently offensive or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive work environment.

2.3 Extended Grievance Timeline. A grievance alleging a violation of this article must be submitted within one hundred eighty (180) days of an alleged occurrence.

2.4 Restroom Equity. The Employer shall provide all employees adequate access to all-gender restrooms in all work locations. Adequate access may include a reasonable amount of travel time. The Employer shall publicize the locations of all-gender restrooms.

2.5 Religious Accommodation. The Employer will reasonably accommodate the religious needs of its employees including, for example, making reasonable efforts to 1) schedule breaks in accordance with the prayer schedule of the employee upon request; 2) providing a reasonably comfortable and private location for praying; 3) allowing employees to use a phone, watch, or

other tool to remind them of their prayer schedule; and 4) providing other reasonable accommodations.

2.6 Lactation Breaks. The Employer will accommodate nursing parents with sufficient work shift modification and a reasonable amount of paid break time, in addition to the rest breaks outlined in Article 5.6, and a private space to express milk. "Private space" shall be a place, other than a bathroom, that is clean, shielded from view, and free from intrusion from coworkers and the public. The Employer shall ensure that employees have access to adequate space to store a pump and access to a refrigerator for milk storage. The Employer shall identify and notify employees of private spaces for lactation.

2.7 Language Access. The parties recognize that VMFH Rehabilitation Hospital is a multilingual community of employees serving multi-lingual patients and visitors. The Employer recognizes the right of all employees to use the language of their choice during meal and rest breaks, and when communicating with patients, family members, or visitors in the primary language of the patient, family member, or visitors. Employees will need to follow hospital processes around interpreter requirements for patient care consistent with the regulatory agencies (such as but not limited to TJC, CMS and DOH). There will be no discrimination or adverse consequences from the Employer for employees speaking in languages other than English.

Article 3 Union Membership

3.1 Membership. As a condition of employment, all members who are covered under this Agreement shall, within thirty (30) calendar days of employment or within thirty (30) calendar days of the effective date of this Agreement (whichever is later), become and remain a member in good standing of the Union or pay the Union a fair share representation fee. Good standing for the purposes of this section shall mean the payment of regular monthly dues, initiation fees, or fair share representation fees uniformly required by the Union. Failure by a member to pay the required dues or fees shall constitute non-compliance and cause termination of employment. The member shall be discharged by the Employer within thirty (30) calendar days after Employer's receipt of written notice from the Union of non-compliance, unless the member fulfills the membership obligations set forth in this Agreement. The Employer will inform new hires of the membership requirement. Union membership applications will be distributed to each new team member during orientation.

3.2 Notification of Contract and Union Membership. The 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. The Employer shall direct any questions about Union membership to the Union's organizers/delegates.

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

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

3.5 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional amounts including fees, back dues, and voluntary political action fund contributions as specified by the Union. When the Employer has been notified by the Union that a member has executed a wage assignment form, the Employer will confirm receipt of the authorization and the authorization form will be honored in accordance with its terms. The dues, and fees amount deducted will be transmitted to the Union by Automated Clearing House (ACH) transfer promptly. The voluntary political action fund amount will be transmitted separately to the Union by Automated Clearing House (ACH) transfer within 5 days of the pay date. The Employer will also provide a separate electronic register for initiation fee, dues, and fees and for voluntary political action fund contributions in Excel or other mutually agreeable format including the hospital name, employee name, employee ID number, the deduction amount and gross earnings for the period. Upon transmission of the ACH transfer to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues, fees and back dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.6 Voluntary Political Action Fund. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form that complies with WAC 390-17-100. (See Appendix A.) Each such form shall be provided to the Employer. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.7 Reimbursement for Reasonable Costs. The parties recognize that the Union is obligated under the Federal Election Campaign Act (PECA) to reimburse VMFH Rehabilitation Hospital (the Employer) for the reasonable cost of administering payments for the voluntary political action fund in Section 3.6. VMFH Rehabilitation Hospital and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover VMFH Rehabilitation Hospital costs of administering the 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 VMFH Rehabilitation Hospital for its reasonable costs of administering the check off.

3.8 Bargaining Unit Roster. By the fifth of each month, the Employer shall provide, via Excel or other mutually acceptable program attached to email, the Union with a list of those employees covered by this Agreement. This list will contain each employee's name, address, telephone number, employee number, unit, regular hours per week, work status (full-time, part-time or per diem), rate of pay and date of hire. As of the date of this Agreement, the Employer's information systems do not allow it to include "shift" information on the reports described in the monthly roster. If the Employer modifies its information systems or acquires new information systems that allow it to include "shift" information, it will do so.

Article 4 Union Rights

4.1 Union Delegates. The Employer recognizes the right of the Union to designate Union Delegates who shall be authorized to take up employee or group grievances through the

grievance procedure and to act as Weingarten representatives during investigations and corrective action.

A Union Delegate who is a bargaining unit employee and is acting as a Weingarten representative or is processing a grievance in accordance with the grievance procedure shall be permitted a reasonable time to assist in the resolution of legitimate employee grievances on the Employer's property without loss of pay. Such time off for acting as a Weingarten representative and processing grievances shall be granted by supervision following a request, but in consideration of any job responsibilities.

4.1.1 Delegate Training: Union Officers, Delegates and Contract Committee members shall be released from work for one day of training provided by the Union each calendar year. A maximum of 5 employees shall be released for delegate training, with no more than one employee from each department.

4.2 Union Executive Board. Subject to staffing and scheduling considerations, the Employer may approve unpaid leave to bargaining unit members to attend union Executive Board meetings, delegate meetings and training sessions, delegate and leadership assemblies, and conventions.

4.3 Access to Premises. Duly authorized representatives of the Union, including the Union staff person, shall have access at reasonable times to those areas of the Employer's premises in which members are engaged in bargaining unit work, including space where members regularly take their break, for the purpose of investigating grievances and contract compliance. Unless specifically agreed in writing, time spent by employees meeting with Union representatives shall be done during break times and is not considered time worked. The Union staff person shall give the employer notification to the employer of the planned time to be on the premises.

4.4 Bulletin Boards. In each break room and at each employee entrance the Employer will have space made available by the Employer in non-public areas. Such boards shall be used for official Union notices. A designated Union delegate will have a key to any locked Union bulletin boards.

4.5 Meeting Rooms. The Union may have access to meeting rooms at the Hospital for the purpose of meeting with bargaining unit employees, subject to meeting room availability.

4.6 Negotiations Release Time. Subject to patient care requirements, the Employer will provide release time for members to participate in contract negotiations. Employees have the option to use PTO or to take unpaid time off for negotiations release time. The employee shall be responsible for requesting the time off from their supervisor within a reasonable time frame

following confirmation of bargaining dates; the Employer will also provide notice to each supervisor of a union bargaining team member.

4.7 New Employee Orientation. Delegates/Officers (union representatives or designees) may meet with new employees at a time scheduled as part of the Employer's new employee orientation program to introduce employees to the Union and the Union contract. The Employer will advise new employees of the expectation to attend the paid union new employee orientation as part of the Employer's new employee orientation program and schedule the union orientation in the same location and at a time within or immediately adjacent to the Employer's orientation program. The Union shall provide a copy of the Collective Bargaining Agreement to the employee at the orientation. The meeting shall not exceed thirty (30) minutes in duration and shall be on paid time for the new employee. Employer representatives shall not be present during the Union presentation.

4.8 Make-up Time If an employee does not attend the union New Employee Orientation, the employee shall be entitled to an equivalent period of paid time within the employee's first month of work for a makeup union orientation.

4.9 Union Delegate Attending New Employee Orientation. If the Union delegate who attends new employee orientation on behalf of the Union is an employee of the employer and scheduled to work at the Hospital during the orientation, the Employer will release the employee from their regular duties so they can attend the new hire orientation and pay the Union delegate for the time they spend attending the new employee orientation.

4.10 List. By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation. This list shall include the date of the orientation and the name, hours, job classification, start date, shift, department and phone number and email (if available) of each new employee attending the orientation.

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

4.12 Virtual New Employee Orientation. In the case that the Employer holds its new employee orientation virtually due to public health concerns or any other reasons, the Union may meet with employees virtually for new employee orientation. In this case, the Union will provide a link

for the orientation which the Employer will then make available to new employees. The Employer will advise new employees of the expectation to attend the paid union new employee orientation as part of the Employer's new employee orientation program and schedule the union orientation in the same location and at a time within or immediately adjacent to the Employer's orientation program. The Union shall provide a copy of the Collective Bargaining Agreement to the employee at the orientation. The meeting shall not exceed thirty (30) minutes in duration and shall be on paid time for the new employee. Employer representatives shall not be present during the Union presentation.

4.13 Successor. If ownership of the Hospital will change, to the greatest extent possible the Hospital will attempt to provide the Union with notice of the ownership change no less than forty-five (45) days prior to the effective date of the change and, upon request, meet and discuss with the Union the effects of the change on bargaining unit employees. If the buyer agrees to terms to acquire the Hospital more than forty-five (45) days prior to the effective date of the ownership change, the Hospital shall provide at least forty-five (45) days' notice.

4.14 Subcontracting. The Hospital agrees to give the Union at least forty-five (45) days advance written notice prior to any decision to subcontract out the work of an entire job classification covered by this Agreement. The Hospital will meet with the Union within three (3) weeks of the written notice to begin bargaining related to the potential subcontracting as described in this Section. The employer further agrees that a decision to subcontract as set forth in this Section will be based upon legitimate business criteria, including but not limited to overall cost savings, improvement in the quality of patient care, and/or technological advances.

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

4.16 Investigatory Meeting. When the Employer requires an employee to attend an investigatory meeting, the time the employee spends in the meeting is compensable time and considered time worked.

4.17 Right to Representation. When the Employer requests a member to attend a meeting where they will be questioned or that it could be part of an investigation and/or could lead to discipline and discharge, upon request, the member may have a Union representative attend the meeting.

Article 5 Management Responsibilities

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

Article 6 Health and Safety

6.1 Health and Safety. The Hospital will maintain a safe and healthy workplace in compliance with all federal, state and local laws applicable to the safety and health of its employees. The Hospital shall also provide orientation, training and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological or physical agents in their jobs.

6.2 Health and Safety Committee. The Hospital will continue its Safety Committee in accordance with all regulatory requirements. The purpose of this committee shall be to review safety and health issues and to advise the Hospital on education and preventative health measures for the workplace and its employees. The Committee may include an employee representative appointed by the Union as well as an employee elected in accordance with state law. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee. There will be no retaliation or discrimination against any employees that report safety concerns.

6.3 Musculoskeletal injuries. As back and musculoskeletal injuries pose a significant risk to healthcare workers on the job, the Safety Committee shall review and provide recommendations for preventing such injuries. This includes identifying potential workplace risks and prevention techniques, training, as well as evaluating current workplace practices.

6.4 Personal Protective Equipment. The Employer shall provide Personal Protective Equipment in accordance with, at a minimum, current Center for Disease Control (CDC) or appropriate public health agency guidelines and protocols as established by the Washington State Department of Health (DOH). Employees may elect to use a higher level of PPE than the required minimum level. The Employer shall make available N-95 masks or equipment with an equivalent level of protection to all employees at all times.

The Employer shall conduct regular audits of the supply of Personal Protective Equipment on hand including but not limited to surgical masks, N-95 masks, gowns, eye protection, and PAPRs/CAPRs.

If at any point, due to an extraordinary circumstance such as a pandemic, natural disaster, or event of similar magnitude, the Employer is not able to provide Personal Protective Equipment in accordance with CDC or appropriate public health agency guidelines and the protocols from the DOH, the Employer will immediately notify the Union. In such circumstances, the Employer will immediately undertake all reasonable steps to secure adequate PPE supplies. The Employer will meet with the Union to determine the best options under the circumstances for providing safe, equitable PPE to all staff. It shall be the goal of the Employer to secure enough PPE to return to PPE protocols as soon as possible.

6.5 Notification of Exposure. The Employer shall follow the most current guidelines from public health agencies to provide notification to employees of exposure to Covid-19, or any other communicable disease related to a government-declared health emergency. If testing is required, the Employer will pay for the testing and provide access to CDC or appropriate public health agency recommended testing on paid time.

6.6 Workplace Violence Committee. The parties recognize the importance of eradicating workplace violence by patients, co-workers, and visitors. To that end, VMFH Rehabilitation Hospital will maintain a committee to address workplace violence. The Committee shall include three (3) bargaining unit members chosen by SEIU Healthcare 1199NW. These participants shall be paid for all time spent in committee meetings and related activities. The Committee shall evaluate reported instances of violence and will make recommendations for changes designed to improve safety. The Committee shall evaluate current protocols for responding to workplace

violence incidents and recommend improvements and updated training for bargaining unit members.

6.7 Public Health Emergency & Infectious Disease: In the event of a declared State of Emergency involving a public health crisis that impacts the Hospital's operations, the Hospital and the union will promptly meet to discuss safety measures. The Hospital is committed to maintaining the safest possible work environment and will regularly review an Infection Control Prevention Plan in accordance with Local, State and/or Federal Law. Copies of this plan will be readily available to the Union upon request.

6.8 Commitment to Workplace Safety. Both parties recognize the importance of the safety of all care team members. To ensure we have a safe workplace, the following measures shall be put in place:

- a. the Employer commits to having security guards present when the employer determines security guards are needed. The Employer has no current plans to adjust its current staffing of one security guard being on campus during the evening shift.
- b. The Employer will adhere to the Safety and Security requirements of RCW 49.19.

6.9 Risk Reduction Training. The Employer will provide annual training on de-escalation as a specific Risk Reduction Strategy. This training will be provided as needed to facilitate attendance for employees on all shifts; employees who attend this training will be paid for the time spent attending the training.

6.10 Workplace Violence Prevention Plan. The Hospital is committed to providing its employees with a nonviolent workplace and will not tolerate workplace violence. To support this commitment, the Hospital will maintain a Workplace Violence Prevention Plan that includes the elements of Risk Assessment and Analysis, Risk Reduction Strategies, Incident Response Procedures and Periodic Review of the Plan. This Plan will include posted signs in prominent areas regarding the Hospital's stance on aggressive behavior. The Safety Committee may provide input to Hospital regarding the implementation and impact of the Plan.

6.11 Incident Response Procedures. As part of its Incident Response Procedures, the Employer will provide appropriate and reasonable equipment for emergencies.

Article 7 Working Definitions/Conditions

7.1 Job Description and Contract. The Union and Employer will ensure that the Agreement is made available to all covered employees. Upon initial employment, employees shall be given a copy of their current job description by their manager during department orientation and whenever the job description changes.

7.2 Regular Full-Time Employee. Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are regularly scheduled for at least thirty (30) hours per week. Regular full-time Employees are eligible for full Employee benefits detailed in this Agreement.

7.3 Regular Part-Time Employee. Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are regularly scheduled less than 30 hours per week. Regular part-time Employees are considered to be eligible for those pro-rated benefits specifically provided to them in this Agreement or by law.

7.4 Per Diem (or PRN) Employee. Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are called for work on an as needed basis. Per Diem employees are required to be available for work at least two shifts per month and one contractual Holiday per year. Per Diem employees are not eligible for benefits under this Agreement, however they are covered by all other provisions of this Agreement.

7.4.1 Per diem staff shall be paid in accordance with the wage scale set forth in Appendix B, Compensation of this Agreement plus a twelve percent (12%) wage differential in lieu of benefits. The wage differential in lieu of benefits shall increase to fifteen percent (15%), effective December 1, 2026. Per diem staff shall receive longevity steps and shall be eligible for wage differentials applicable to their job classification and duties. Per diem staff will not be regularly utilized in lieu of filling or creating regular full-time and/or part-time positions.

7.5 Probationary Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period up to an additional ninety (90) days. Any extension of the probationary period will not adversely impact the accrual of, or eligibility for, or utilization of benefits. During the probationary period, an employee may be discharged without cause, notice and without recourse to the grievance procedure.

Upon hire of a per diem employee to a full-time or part-time position, all days previously worked in a per diem status will count toward the probationary period in the full-time or part-time position.

7.6 Temporary Employee. An Employee who is hired for a limited period of time not to exceed three (3) months to fill a specific need. Such Employees are not in the Bargaining Unit and are not covered by this Agreement. Temporary employees may only be hired in exigent circumstances (i.e., emergencies beyond the control of the employer) where current staffing is insufficient to provide patient demand and safe patient care. The employer shall not utilize temporary employees to avoid hiring full-time and part-time employees.

7.7 Exempt employees. Exempt employees are employees who have been classified by the Employer as exempt. Exempt employees are paid on a salary basis and are not eligible for overtime pay. Exempt employees are expected to work the hours necessary to accomplish their work rather than for a fixed number of hours per week.

7.8 Non-Exempt Employees. Non-exempt employees are paid on an hourly basis according to the actual hours worked. They are also eligible for overtime pay for all hours worked over 40 hours per week. Non-exempt employees should seek approval from their manager before working overtime.

7.9 Direct Deposit of Payroll Checks. The Employer will deposit an employee's earnings each pay period into a bank account designated by the employee. Employees will have the option to also receive paper checks as currently offered by the employer. The employee will receive a direct deposit pay stub reflecting the information required by law.

7.10 Personnel Files. Employees shall have access to their personnel file within ten (10) days of submitting a request. An employee, upon review of their personnel file, may respond in writing to any notes or notices in their file and their response will be maintained with the file.

7.11 Employer Meetings. Non-Exempt Employees shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer. Non-Exempt Employees will be paid a minimum of two (2) hours when coming to the hospital for mandatory meetings on a scheduled day off.

7.12 Preceptor Differential/Orientation. EVS, Dietary Aids, Cooks, CNAs, Unit Secretaries, and Rehabilitation Techs assigned in writing to work as a Preceptor shall receive an additional seventy-five cents (\$0.75) per hour while working as a Preceptor, LPNs, PTAs and COTAs assigned

in writing to work as a Preceptor shall receive an additional dollar (\$1.00) per hour while working as a Preceptor, and Respiratory Therapists, Dieticians, Non-exempt Physical Therapists, Non-exempt Occupational Therapists, and Non-exempt Speech Therapists assigned in writing to work as a Preceptor shall receive an additional dollar and twenty five cents (\$1.25) per hour while working as a Preceptor. Exempt Physical Therapists, Exempt Occupational Therapists, and Exempt Speech Therapists, will receive a fifty-dollar (\$50) bonus each week they are assigned to work as Preceptor, or a pro-rata amount of that bonus if it is for less than a week. Unless agreed in writing, Employees will be paid up to a maximum of eighty (80) hours per employee being precepted. The Employer will extend the maximum hours for an employee being precepted when a precepted employee has performed well enough that they remain employed during the probationary period, but they require additional precepting before working independently. Employees assigned as a Preceptor or Clinical Instructor, under an educational institution contract, the above Preceptor rates would apply when Precepting an intern, with the maximum hours determined by the educational institution contract. The Employer reserves the right to determine which employees are assigned as Preceptors, and the amount of time needed to precept each classification. An employee who does not wish to participate as a preceptor will not be penalized for that decision.

7.13 Notice of Resignation. Employees who have completed the required introductory period shall be required to give at least fourteen (14) calendar days' written notice of resignation. The Employer and the Union encourage employees to give more advance notice so as to further enhance the Employer's chance of keeping a stable staffing pattern. The fourteen (14) day notice requirement shall not include any vacation without management approval.

7.14 Normal Workday. The normal workday shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

7.15 Alternative Work Schedules for non-exempt employees. When mutually agreeable to the Hospital and the employee, a normal workday may consist of ten (10) to twelve (12) hour shifts but not to exceed forty (40) hours/week. Other alternative work schedules may be established in writing by mutual agreement between the Hospital, the Union, and the employee(s) involved. Prior to the implementation of a new alternative work schedule, the Hospital and the Union will review and determine conditions of employment relating to that work schedule.

7.16 Work Schedules. Work Schedules will be posted for a period of no less than a two (2) weeks and no more than 3 months (except for Holidays) for full-time and part-time employees. After the schedule is posted, an individual employee's schedule may be changed only by mutual agreement between the supervisor and employee concerned or operation need.

7.17 Overtime. The Hospital will comply with state and federal law regarding overtime pay.

7.18 Mandatory Overtime. The Employer will follow RCW 49.28.140 relating to mandatory overtime.

7.19 Meal Periods and Rest Breaks. The Employer will provide employees meal and rest periods in accordance with RCW 49.480. Employees may voluntarily waive their unpaid meal period and/or the timing of their unpaid meal period by signing a voluntary meal period waiver. Employees cannot waive rest breaks. Rest breaks will consist of one (1) uninterrupted paid rest period of fifteen (15) minutes for every four (4) hours of work.

7.20 Rest Between Shifts.

In scheduling eight (8) or ten (10) hour shift work assignments, the Hospital will provide each employee with at least twelve (12) hours off duty between shifts. For twelve (12) hour shifts work assignments, the Hospital will provide employees with at least ten (10) hours rest between shifts. In the event an employee is required to work with less than the applicable hours off duty between shifts, all time worked within this twelve (12) or ten (10) hour period, as applicable, shall be paid at the premium rate of one and one half (1 ½) times the regular rate of pay. Employees shall notify their supervisor before working hours within the applicable rest period. The premium rate of one and one half (1 ½) times the regular rate for such work shall not compound with any applicable overtime premium.

7.21 Productivity.

Non-Exempt PT/OT therapists, therapy assistants and COTAs are expected to maintain a weekly average productivity standard of 81.23% (or 6.5 treatment hours for 8 hours of work).

Non-Exempt SLP Therapists are expected to maintain a weekly average productivity standard of 75% (or 6.0 treatment hours for 8 hours of work).

When a therapist is assigned a one (1) hour group session they will be allotted 1.5 hours of treatment time to accommodate for increased documentation demands.

7.22 Weekend Scheduling for Non-Exempt Employees In Therapy

Non-exempt employees working in therapy are expected to work one (1) weekend day (Saturday or Sunday) per month. The Employer will exercise reasonable efforts to provide coverage for additional weekend work through PRNs. If additional coverage is needed, the Employer will first

seek volunteers, and then assign one (1) additional weekend day per month to non-exempt employees working in therapy in reverse seniority order.

7.23 Continuing Education for Full Time, Non-Exempt Therapists: The Employer will provide full time, non-exempt PT/OT/SLP therapists as well as therapy assistants and COTAs required to complete continuing education hours to maintain licensure for work, a MedBridge subscription or a reasonably equivalent service.

The parties recognize and agree that full-time, non-exempt PT/OT/SLP therapists as well as therapy assistants and COTAs participating in continuing education has the mutual benefit of professional development for therapists and opportunities for improved patient care. After six (6) months of employment, therapists may take up to two (2) days off with pay during a calendar year to attend continuing education courses, subject to advance scheduling and approval by the Employer. Unused days for continuation education do not carry over to the following year. After six (6) months of employment, therapists may also submit requests for reimbursement of continuing education courses completed after their first six (6) months of employment that relate to the work they perform for the Employer, up to a max of \$600 per two calendar years. To be eligible for any paid day off or reimbursement under this Section, the employee must provide an in-service to therapists within sixty (60) days of completing the course.

7.24 Scheduling for Full-Time and Part-Time Non-Exempt Therapists: The Employer will maintain a schedule of assigned days of work for full-time and part-time non-exempt employees working in therapy. Full-time and part-time non-exempt therapy employees will continue to be able to self schedule patient care within their assigned schedule as long as they are mindful of patient needs and complete treatment in a 24- hour period including all treatment notes. There will not be a universal start time or end time for any employees working in therapy due to the nature of self scheduling. Therapy employees are responsible for scheduling their allotted patient care time to maintain their applicable productivity standard.

7.25 Equipment and Job Materials. The Employer will provide and maintain necessary equipment for bargaining unit employees to perform their jobs.

Article 8 Seniority and Layoff

8.1 Seniority. Unless otherwise specified, seniority shall commence on the most recent date of hire with the employer as a regular full-time or regular part-time employee, subject to termination of seniority under this Section.

Seniority shall have no application during the first ninety (90) days of continuous employment. Upon the successful completion of the Probationary Period the seniority date shall be considered as of the first date of the employee's most recent employment. Per diem employees shall have no seniority unless and until they fill a part-time or full-time position. The date a Per diem fills a part-time or full-time position which shall be considered the most recent date of hire for purposes of seniority. Should a regular full or part-time employee change status to Per Diem status, all seniority accumulated as a full or parttime employee shall be reinstated upon return to full or part-time status and no time as a Per Diem shall be applied to seniority. Seniority is terminated when an employee is terminated or voluntarily resigns. An employee who is rehired within twelve (12) months shall have their seniority restored.

8.2 Reduction in Force Procedure. In the event that the Hospital determines that a reduction in force and/or reorganization is necessary (as opposed to low-census situations), the following procedure shall apply:

(1) The Hospital shall determine how many hours need to be reduced by classification and shift. Thirty (30) days advance notice of layoffs will be given to the Union and to employees subject to layoff. The Employer and the Union will meet within seven (7) days of the notice of layoff to negotiate effects. The Employer will provide paid release time for up to one (1) bargaining unit employee for each job classification effected to attend effects bargaining. At the time of notification of a layoff, the Hospital will provide the Union with notice and a list of all employees showing the seniority and classification of each employee. At least two (2) weeks' notice shall be given prior to a layoff. Upon request, the Employer and the Union will meet within seven (7) days of the notice of layoff to bargain effects.

(2) Agency, travelers and temporary employees in the same classification performing identical jobs shall be released prior to laying off any regular full-time and part-time employee in that classification.

(3) Voluntary Layoff: The Hospital shall first seek volunteers for layoff and, will provide notice to all employees in each classification and on each shift in which the Hospital has determined that a reduction in force is necessary.

(4) Involuntary Layoff: If the Hospital cannot achieve the reductions through voluntary layoffs, the Hospital will select the least senior employees in each affected classification and shift for layoff until the Hospital has achieved the necessary reductions. An employee selected for layoff will have five (5) calendar days from receipt of notification to accept one of the following options by providing written notice to the Hospital's Chief Executive Officer or designee:

- (a) Accept the involuntary layoff according to the terms of the current reduction in force;
- (b) Elect to fill any vacant posted positions for which the Hospital determines they are immediately qualified to perform all of the duties of the new position without training or retraining within four (4) weeks;
- (c) If there are no such vacant positions or hours or if a laid off employee does not elect to take such vacant position or hours or if the Hospital determines that the employee is not qualified for such vacant position or hours, the employee may choose to displace:
 - i. less senior employee in their classification, provided that the bumping employee is presently qualified to fill the position, including having current certifications, registrations, or licenses as may be required; or
 - ii. All employees who choose to bump another less senior employee must accept the complete hours and work schedule of the bumped employee.

In no event, shall there be more than two bumps for each employee who receives a notice of intention to layoff. The Hospital will not use per diem employees to displace regular full-time and part-time employees in the event of a layoff.

The layoff notice shall include contact information for the Hospital representative.

8.3 Recall Rights. Employees who are laid off will retain their seniority and accrued sick leave (but shall not be paid in lieu thereof or continue to accrue any benefits) and will be eligible for recall for a continuous period not to exceed twelve (12) months from date of layoff. During the recall period, a laid off employee will have priority for rehiring if their former position becomes vacant, defined as same shift and number of hours, and they have maintained any required certifications, registrations or licenses. Any employee who refuses recall will be removed from the recall list. Employees who refuse a recall to a different shift or different number of hours shall not be removed from the recall list for this refusal.

8.4 Recall Procedure. The Hospital will notify the laid off employee of such vacancy by registered, return receipt mail to the employee's last known address. It shall be the laid off employee's responsibility to inform the Hospital of any address changes. An employee on layoff who is offered a vacant position must notify the Hospital within five (5) calendar days of receipt of notice of recall if they accept the position and must return to work no later than two (2) weeks from notification of acceptance, absent written agreement with the Hospital for an extension of time. The recall notice shall include contact information for the Hospital representative.

8.5 Department Restructure. In the event of a restructuring of an existing department unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the restructured department. Prior to posting the new schedule, the Employer will provide notice and an opportunity to bargain to the Union.

8.6 Severance Package. An employee subject to layoff will receive one (1) week for each year of service with a minimum of two (2) weeks and a maximum of four (4) weeks. In order to receive severance benefits, impacted employees must sign and not revoke a general release.

8.7 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer may implement reduced staffing schedule and flex employees. Employees may, at their option, use accrued PTO for low census days. If this should occur, employees shall be flexed in the following order:

- a) Travelers, agency, and contract employees (provided the Employer does not incur any cost by cancelling this work);
- b) Employees working overtime;
- c) Volunteers (a volunteer may also be released if they request being cut prior to those above);
- d) Per Diem;
- e) Supplemental Part-time;
- f) Part-time working above their FTE;
- e) Equitable rotation among all employees on a shift starting with the least senior employee first, providing skills, competence, ability and qualifications and credentials are considered equal as determined by the Employer.

If an individual volunteers for low census, that day off shall be counted for purposes of the rotation list.

An updated low census list showing the names of each employee in order of seniority showing the last person to be low censused shall be available to the employees. When an employee is low censused, that low census shall be for the remainder of the shift. However, should there be a need for additional employees on that same shift the low censused employee shall be offered the remainder of the shift before anyone else.

Article 9 Compensation

9.1 Wage Scale. Appendix "B" attached hereto and made a part of this Agreement is the wage scale for non-exempt Employees, which shall be effective during the term of this Agreement.

Upon the first full pay period after ratification, the Employer will provide minimum three percent (3%) increase or move to the next applicable step on the wage scale after placing the Employee on the wage scale based upon the Employees' years of experience within their job classification. When determining the step to place incumbent employees, employees will be credited with year for year credit for relevant years of experience for their job classification. No Employee will see a decrease in their pay as a result of the assignment of the employee within the wage scale. Employees hired during the term of this Agreement shall be given credit for relevant years of experience for their job classification when placed on the wage scale.

Employers may request to review their personnel file to assure their placement on the wage scale is accurate. Following the placement of the employee on the wage scale, an appeal process will be open for forty-five (45) days for employees to request that management reconsider how their relevant years of experience for their job classification was calculated, and shall be adjusted if the Hospital agrees an adjustment is warranted. This appeal process is not subject to the grievance procedure in Article 16.

If an employee disagrees with the Employer's assessment of their years of experience within their job classification, the Employee may provide additional documentation to support their position. Commencing in 2026, Employees with six (6) or more months of service will move to the next step in the wage scale on the first full pay period following June 1 of each year.

Effective June 1, 2026, the wage scale will increase by two percent (2%) across-the-board.

Effective December 1, 2026, the wage scale will increase by two percent (2%) across-the-board.

9.2 Wages. All increases to the wage scale shall cease upon expiration of this Agreement. As set forth in Section 9.1, Employees with six (6) or more months of service will continue move to the next step in the wage scale on the first full pay period following June 1 of each year, including the first full pay period following June 1, 2028, even if the parties have not negotiated a successor agreement.

9.3 Maximum Rate Employees. Step 22 of the wage scale establishes a maximum rate for each job classification. Employees at the maximum rate will receive across-the-board increases to the wage scale on June 1, 2026 and December 1, 2026. Maximum Rate Employees are not eligible for step increases set forth in Section 9.1.

Employees with six (6) or more months of service and who are at the maximum rate will receive a bonus equal to 2.0% of their last twelve (12) months of gross wages on the first full pay period after June 1, 2026 and June 1, 2027.

9.4 Paycheck Errors. In the event the Employer or the employee identifies a paycheck error, each must notify the other in writing within thirty (30) days of identifying the pay error. In the event of an error that reduced an Employee's compensation, the Hospital will endeavor to issue a check to correct the error within three (3) business days, but no later than ten (10) business days after the error is identified.

9.5 Ratification Bonus. Within forty-five (45) calendar days of ratification of this agreement, the Employer will pay a one-time ratification bonus to employees (a) employed at the time of ratification, (b) remain employed at the time the ratification bonus is paid by the Employer, and (c) did not receive a merit increase in 2024. The ratification bonus will be calculated as follows: the gross amount of two percent (2%) of an employee's base wage prior to ratification for all hours worked between October 1, 2024 and the date of ratification. There will be no overtime component of the ratification bonus. The ratification bonus will be subject to payroll taxes and reported on an employee's IRS Form W-2. For illustrative purposes only, if an employee was earning \$20.00 per hour prior to ratification and worked 1,000 hours between October 1, 2024, and the date of ratification, the employee would receive a ratification bonus in the gross amount of \$400, $[(20 \times .02) \times 1,000 = \$400]$.

Article 10- Other Compensation

10.1 Night Shift Differential. The Employer will pay all non-exempt Employees except Physical Therapists (PT), Occupational Therapists (OT), Speech Therapists (SLP/ST), LPNs, COTAs, PT Assistants, RTs, Unit Secretary/Health Unit Coordinators, and Dieticians, a night shift differential when they work at least four (4) hours between 7:00 PM and 7:00 AM of \$1.35 per hour for the entire shift. The Employer will pay all Unit Secretary/Health Unit Coordinators a night shift differential when they work at least four (4) hours between 6:00 PM and 6:00 AM of \$1.35 per hour for the entire shift. The Employer will pay all LPNs a night shift differential when they work at least four (4) hours between 6:00 PM and 6:00 AM of \$2.75 per hour for the entire shift. The Employer will pay non-exempt PTs, OTs, SLP/STs, COTAs, PT Assistants, RTs, and Dieticians, a night shift differential when they work at least four (4) hours between 7:00 PM and 7:00 AM of \$2.75 per hour for the entire shift. For example, if someone works for four (4) hours of their shift, the non-exempt will receive the shift differential for four (4) hours.

10.2 Weekend Differential. The Hospital shall pay a weekend differential of \$2.50 per hour to non-exempt Employees covered by this Agreement, except PTs, OTs, SLP/STs, LPNs, COTAs, PT

Assistants, RTs, and Dieticians. The Hospital shall pay a weekend differential of \$3.75 per hour to PTs, OTs, SLP/STs, LPNs, COTAs, PT Assistants, RTs, and Dieticians. Subject to existing eligibility rules, non-exempt Employees other than LPNs and Dietary will receive the Weekend Differential for all hours worked between 7:00 a.m. on Saturday and 7:00 a.m. on Monday. Subject to existing eligibility rules, LPNs will receive the Weekend Differential for all hours worked between 6:00 a.m. on Saturday and 6:00 a.m. on Monday. Subject to existing eligibility rules, Dietary will receive the Weekend Differential for all hours worked between 5:00 a.m. on Saturday and 5:00 a.m. on Monday. Employees must work a minimum of 4-hours within the weekend hours to earn the weekend differential.

10.3 Temporary Assignments. Temporary assignments to a lower paid position will not result in a decrease in the employee's regular rate of pay. An employee who is assigned to a higher classification for at least two (2) hours of work during a shift, shall be paid at the rate of the scale for the higher classification at the step equivalent to their regular assignment for all time worked in the higher classification.

10.4 Apprenticeship Premiums: Employees who complete the requirements for the apprenticeship program will receive the following apprentice hourly premiums, which will be paid in addition to their hourly rate under the Wage Scale in Appendix B:

- CNA Program – 3 tiers @ \$.25/each = \$.75 total
- Advanced Skill CNA Program - 3 tiers @ \$.25/each = \$.75 total (must complete NA Program prior to joining)
- EVS Program – 4 tiers @ \$.25/each = \$1.00 total
- Culinary Assistant Program – 3 tiers @ \$.25/each = \$.75 total
- LPN Program – 3 tiers @ \$.34/each = \$1.02 total

Article 11 - Medical and Insurance Benefits

11.1 Health Insurance. The Employer will extend to Regular Full-Time Employees the opportunity to participate in the same health and dental insurance plan(s) as it offers to its non-bargaining unit employees. All regular full-time employees are eligible to participate in these insurance plans beginning on the first day of the month, after thirty (30) days of continuous employment, subject to all terms and conditions of the applicable plan documents. Eligible employees who participate in the health insurance or dental plans shall pay the same premiums as non-bargaining unit employees.

11.2 Wellness Program. The Employer will continue to offer employees a wellness program to encourage a culture of health and wellness.

10.3 Workers' Compensation. Employees who suffer a work-related injury or illness will receive Workers' Compensation as required by law.

Article 12 Retirement Plan

The Employer's 401(k) Plan shall be offered to eligible employees in the same manner and to the same extent as offered to the Employer's non-bargaining unit employees.

Article 13- Paid Time Off and Holidays

13.1 General. The Employer shall provide Paid Time Off (PTO) to members of the unit to the same extent that PTO is provided to other non-represented employees as may be modified at the discretion of the Employer, except as specifically set forth herein. At the time of ratification, the Employer's PTO and holiday policies were set forth in the 2025 Lifepoint Health Paid Time Off Policy and the 2025 Lifepoint Health Holiday Policy.

13.2 Purpose and Use. The Employer provides PTO to promote the wellness and well-being for employees by enabling them to take time off from work for vacation, personal or family needs, and activities. Eligible employees will accumulate a specified amount of PTO each pay period. It is up to the employee to decide how to use their PTO. PTO may be used for any reason, including vacation, personal or family illness or other family needs, medical appointments, school or business appointments, and for all reasons allowed under any federal, state or local leave laws.

An employee may use earned PTO for all scheduled and unscheduled full or partial day/shift absences for the full or partial day/shift absence to be excused. An employee may use PTO only to the total of scheduled hours worked in a workweek or workday.

PTO and all other paid hours and worked hours may not exceed a combined total of hours that are scheduled in a workday or workweek.

13.3 Eligibility. An employee must be classified as a full-time employee scheduled to work 30 or more hours per week, or a part-time employee scheduled to work 20 or more hours per week to be eligible for PTO. An employee begins earning PTO hours immediately following the employee's date of hire or at the beginning of the first full pay period after the employee transfers to a position that is PTO eligible.

13.4 Accrual. Eligible employees accrue PTO based on non-overtime hours worked for the Hospital according to the schedule below. The Maximum Accrual will become effective at the end of 2025.

PTO Accrual		
Years of Service	PTO Rate	PTO Maximum Accrual
Up to 5 th year anniversary	0.0692 per hour	360 Hours

From 5 th year to 10 th year anniversary	0.0885 per hour	360 Hours
From 10 th year anniversary and thereafter	0.1077 per hour	360 Hours

13.4.1 Earning Basis. Earned PTO will be shown on employees' paystub each pay period. During periods of unpaid absences, employees do not accrue any PTO hours.

13.4.2 Maximum Accrual. PTO will accrue up to the PTO Maximum Accrual amount set forth in the table above based upon the employee's Years of Service with the Hospital. Once this Maximum Accrual is reached, employees will not accrue additional PTO until they have taken sufficient time off to reduce their accrual below this level. Once the employee's accrued PTO is below the Maximum Accrual, the employee will resume accruing PTO from that date forward. Employees will not be given retroactive credit for any period of time in which they do not accrue PTO because their balance was at the Maximum Accrual. Any accrued, but unused, PTO may be carried over into a new year up to the applicable Maximum Accrual.

13.4.3 Using PTO. An employee may only use accrued PTO hours.

13.5 Vacation for Foreseeable Use – Request and Approval. An employee who is seeking to use PTO for an event that is foreseeable or for vacation purposes must request PTO in advance and obtain supervisory approval in accordance with PTO notice policy and procedure at the Hospital.

13.6 Unforeseeable Need for PTO – Notice. An employee who is absent due to an unforeseeable reason, such as personal illness or emergency, must notify the employee's supervisor as soon as possible in accordance with the Attendance Policy notice requirements of the Hospital.

13.7 PTO Use for All Scheduled and Unscheduled Absences. An employee may use their accrued PTO for all scheduled and unscheduled full- and partial-day/shift absences (such as leaving work for illness or emergency), except where applicable law or other leaves of absence policies prohibit.

13.8 PTO Use During Leave and Flex Time. An employee may use PTO for reasons that qualify under federal, state and local laws, such as the Family and Medical Leave Act. An employee using PTO and requesting leave under FMLA, please contact the Hospital's external leave coordinator and follow benefits procedures. An employee may use PTO if the employee's shift is cancelled or work hours flexed.

13.9 Change in Status

13.9.1 From PTO-Eligible to Per Diem Status. An employee who changes status from PTO eligible to per diem will cease earning PTO on the date of the status change. The Hospital will pay out the employee's accrued (unused) current calendar year PTO time.

13.9.2 From PTO-Eligible to Part-time (Scheduled Fewer Than 20 Hours Per Week). An employee who changes status from PTO-eligible to part-time (scheduled to work fewer than 20 hours per week) will stop accruing PTO on the date of the status change. The employee may continue to use any previously accrued PTO.

13.9.3 Eligibility Change. An employee's status will be changed from PTO-eligible to non-eligible if the employee regularly works less than the required hours per pay period to maintain PTO-eligible status under this Section.

13.10 PTO Cash-Out During Employment. Upon completion of twelve (12) months of continuous service with the Hospital, eligible employees may cash-out a portion of their accrued PTO balance. Eligible employees may elect to cash-in accrued PTO at a factor of eighty percent (80%) of their base pay rate by using UKG self-service, when the enterprise has an open cash-out window. Employees must maintain a minimum PTO balance of forty (40) hours after any cash-in. Employees may not cash-out PTO hours while on any leave of absence including, but not limited to, workers' compensation and short-term disability (STD) leave.

13.11 PTO Payout at Termination. Unless otherwise obligated by law, employees who have not completed a minimum of six (6) months of continuous service are not entitled to receive payment for PTO hours accrued, but not utilized, upon separation of employment. For employees who meet the requirements, payment of eligible unused PTO is processed on the employee's final paycheck or in accordance with applicable law.

13.12 Paid Sick Leave. In addition to PTO, employees eligible for paid sick and safe time under Washington's Paid Sick Leave Law (PSLL) and Tacoma's Paid Sick Leave Ordinance (PSLO) will accrue one (1) hour of paid sick leave for each forty (40) hours of work. For accrual purposes, exempt employees are assumed to work forty (40) hours per workweek, unless their normal workweek is fewer than forty (40) hours per week, in which case paid sick leave accrues based upon the employee's normal workweek hours. Nonexempt employees accrue paid sick leave based on all hours worked, including overtime. Employees may use sick leave in accordance with the PSLL and PSLO. Employees may carry over up to forty (40) hours of accrued and unused sick leave to the following year. The Hospital does not pay out any unused paid sick leave at year-end in lieu of carryover or at any time, including upon separation from employment for any reason. Paid sick leave is designed to be the exclusive process used to compensate employees who are eligible for paid sick and safe time under the PSLL and PSLO.

13.13 Holidays (Non-Exempt Employees). Non-exempt employees are eligible for holiday pay immediately upon hire. A non-exempt employee must be classified as a full-time or Part-Time (20 hour or more per week) employee to receive holiday pay.

The following are recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Holidays are observed on the actual holiday. Eligible non-exempt, full-time employees scheduled to work 40 hours per week will receive 8.0 hours of holiday pay for a non-worked holiday. Non-exempt, full-time employees regularly scheduled to work between 20-39 hours per week will receive a pro-rated amount of holiday pay for a non-worked holiday. For example, a non-exempt, full-time employee regularly scheduled to work 36 hours per week will receive 7.2 hours of holiday pay for a non-worked holiday.

Holiday pay for a non-worked holiday is forfeited if the employee is in an unpaid status for their full scheduled shift the day before, after or on the holiday. An employee who uses paid sick leave for their full scheduled shift the day before, after, or on the holiday is not on unpaid status.

A holiday-eligible employee who works an Employer holiday may schedule in advance, with their supervisor's approval, an alternate day off within the next 60 days. Holiday pay is forfeited if the employee does not use the alternate day off within 60 days or terminates employment prior to taking the holiday.

Employees on leave of absence, excluding intermittent LOA, are not eligible for holiday pay for a non-worked holiday, unless there are regular hours paid during the holiday week, including PTO, paid sick leave, and/or hours worked.

All non-exempt employees who work a holiday shall receive time and one-half for all hours worked on the holiday.

13.14 Floating Holidays (Non-Exempt Employees). In addition to the six (6) observed holidays, employees will receive two (2) floating holidays annually. Floating holidays were implemented to provide additional flexibility for observing faiths and traditions important to employees. Eligible employees can utilize these days to celebrate what is important to them.

Floating Holiday Grant Schedule	
1 st Floating Holiday	January 1 st Annually
2 nd Floating Holiday	June 1 st Annually

- Eligible employees will receive two (2) paid floating holidays in their holiday bank annually, one on January 1st and one on June 1st of each year.
- Floating holidays must be taken within the fiscal year or will be forfeited. Floating holidays do not roll over from year to year.
- Eligible employees will receive holiday pay equal to a prorated average of hours worked (based upon the employee's regular weekly hours scheduled), up to a maximum of eight (8) hours, at the employee's base rate of pay.
- Floating holidays must be requested on a normally scheduled workday and cannot be additive to an employee's scheduled hours within a given pay period.
- Employees on leaves of absence, excluding intermittent leave, are not eligible for holiday pay under Section 13.11, but will receive a grant under Section 13.12.
- Once an employee has submitted a resignation notice, the employee is not eligible to use holiday pay other than on the observed holiday, without authorization from the Employer.
- Employees are not eligible to receive payment for holiday pay associated with unused floating holidays or observed holidays upon separation of employment.

Article 14 –Vacancies

14.1 Vacancies. Vacancies for all bargaining unit positions and hours will be posted for a period of seven (7) calendar days. An employee interested in applying for such a position must express their interest in writing prior to the close of the posting period. These positions shall be filled on the basis of qualifications and seniority. Where qualifications are equal, then seniority shall be the determining factor in filling such positions. This provision shall in no way limit the hospital's right to seek applicants from outside sources. Present employees shall have the first opportunity to fill vacancies for which they are equally or more qualified and on which they have applied.

14.2 Internal Lateral Movement Within the Department. In filling vacancies under Section 14.1, the Hospital will consider requests from current employees to fill the posted vacant shift or FTE position, and will grant such requests if the employee meets the following criteria:

- a. The employee submits the request in writing;
- b. The employee holds permanent status in the job classification;
- c. The employee is currently working in the same department;
- d. The employee has no written counseling in the employee's file for the past twelve (12) months; and
- e. The employee has the skills and abilities necessary for the vacant shift.

If two (2) or more employees request the vacant shift or FTE position, and they meet the above criteria, the most senior employee will be appointed.

Article 15: Leaves of Absence

15.1 Leaves of Absence. The Employer will provide the same leaves of absence provided to non-represented employees that it provides to represented employees. The Employer provides all leaves of absence required by federal, state and local laws. Employees are encouraged to reference the Employee Handbook for information on leaves of absence or employees may contact Human Resources. Some general information about leaves of absence is below. To the extent the Employee Handbook deviates from the collective bargaining agreement, the collective bargaining agreement shall control.

15.2 Bereavement Leave. After completing one (1) month of regular full-time or part-time employment, eligible employees may receive time off due to a death in your immediate family. Immediate family under this policy means your parents, grandparents, brothers, sisters, spouse, domestic partner, children, grandchildren, children of domestic partner and corresponding in-law or stepfamily members.

Approved bereavement leave will be paid at the employee's regular hourly rate, up to a maximum of twenty-four (24) hours. Employees regularly scheduled 12 hours per shift shall receive a maximum of 12 hours pay per day and employees regularly scheduled for 8 hours shall receive a maximum of 8 hours pay per day. Employees may use PTO or paid sick leave for bereavement absences beyond the bereavement leave provided. Employees may receive an additional sixteen (16) hours of unpaid leave for bereavement purposes.

15.3 Jury Duty and Court Appearances. The Employer encourages and supports employees to participate in their civic duties. If you are a nonexempt employee and are required to take time off for jury duty, you will be paid your base hourly rate for time you are actually in jury duty, up to the amount of time you are scheduled to work and/or would be scheduled to work on the day(s) that you are called for duty, unless otherwise required by state law. Exempt employees will not have their salary reduced for partial weeks of absence due to jury duty. Exempt employees will receive their regular salary during the time in which they have required jury duty. Employees may retain all compensation received from the court as a result of jury duty service.

Employees are required to notify their supervisor as soon as possible after receiving a jury duty summons so that work schedules may be coordinated during the absence. If court is not in session or if an employee is dismissed early, they are expected to call their supervisor as soon as possible after being dismissed, unless otherwise mandated by state law.

The Employer will pay current employees for the time spent in court or as a witness if the underlying matter involves events that occurred while the employee was working for the Employer or its affiliates.

Otherwise, you are not paid for time off from work to appear in court as a witness pursuant to a subpoena or as a party to a lawsuit, unless otherwise required by state law. However, exempt employees will not have their compensation reduced for partial weeks of work due to witness service.

15.4 Personal Leave. An employee who has completed ninety (90) days of continuous employment may, for legitimate reasons, request in writing an unpaid personal leave of absence of up to thirty (30) days. Such leave may not be unreasonably denied. See Section 15.14 below for Leave Extensions.

15.5 Disability Leave. An employee may request an unpaid leave or leaves of absence as an accommodation for an employee's disability. The allowance, length and terms of this leave will be governed by state and/or federal laws.

15.6 Occupational Workers' Compensation Leave. An employee may request a leave of absence for an employee's work-related injury or illness. The allowance, length and terms of this leave will be governed by state and/or federal laws, including workers' compensation laws.

15.7 Pregnancy, Childbirth, or Related Medical Condition Leave. An employee may request an unpaid leave of absence for a disability due to pregnancy, childbirth or related medical conditions. The allowance, length and terms of this leave will be governed by state and/or federal laws. Such leave shall not exceed four (4) months unless a longer period is legally required.

15.8 Family and Medical Leave. An employee may request an unpaid leave for the employee's serious medical condition, for the employee to care for a child, spouse or parent with a serious medical condition, or for the birth, adoption or placement into foster care, of a child. The allowance, length and terms of this leave will be governed by state and federal law. An employee must have been employed for twelve (12) months and have worked at least twelve hundred fifty (1,250) hours in the prior twelve (12) months to be eligible. Such leave shall not exceed twelve (12) workweeks unless a longer period is legally required.

15.9 Washington Paid Family and Medical Leave. Employees are eligible for benefits through the Washington Paid Family and Medical Leave program. The Employer contributes 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 PTO 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 (except that an employee may use any available paid sick leave as provided for by applicable law).

15.10 Military Leave. The Employer will grant an unpaid military leave to employees performing service in the uniformed services of the United States, regardless of the date of hire. The allowance, length and terms of this leave will be governed by federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

15.11 Doctor or Authorized Medical Provider Certification. For any medical related leave, (1) the employee must provide a proper certification from a medical doctor of the need for the leave and the expected duration of the leave, before taking leave if possible; (2) the employee must provide a proper certification from a medical doctor that the employee can perform the job functions upon return from leave, before returning from leave; and (3) the employee must provide additional medical certification of the need for leave, upon the Employer's reasonable request if the need for leave is or becomes uncertain.

15.12 Benefits During Leave. No other accrual benefits (such as sick or vacation time) will accrue during a leave of absence, except if otherwise required by law.

15.13 Return from Leave. An employee must provide at least two (2) weeks' advanced notice of the employee's return from leave. An employee timely returning from an authorized leave of absence shall be returned to their former position, which will include their shift, classification and days off, unless a severe hardship will result to the Employer.

15.14 Leave Extensions. A leave of absence may be extended at the discretion of the Employer or as required by law, but such extensions will not be precedent setting. All leaves of absence will be unpaid unless otherwise required by law.

Article 16 – Grievance Procedure

16.1 Definition. A grievance within the meaning of this Agreement shall be defined as any alleged misapplication or misinterpretation of the terms of this Agreement. A grievant, within the meaning of this Agreement, shall be defined as an employee(s) within the bargaining unit covered

by this Agreement, who alleges a grievance, or the Union alleging a grievance, under the terms and conditions of this Agreement.

16.2 Noninterference. Employees shall be free from restraint, interference, coercion, discrimination or reprisal for seeking resolution of their grievance when processed in accordance with this procedure.

16.3 Union Delegates. The Employer recognizes the right of the Union to designate Union Delegates who shall be authorized to take up employee or group grievances through the grievance procedure. A Union Delegate who is a bargaining unit employee and attends grievance meetings with the Employer shall be permitted to attend the meetings without loss of pay. Such time off for processing grievances shall be granted by supervision following a request, but in consideration of any job responsibilities.

16.4 Time Limits. An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the Employer to comply with the time limitations shall establish the right of the grievant to process the grievance to the next step or to submit the grievance to the next step. A grievance may be withdrawn at any time, in writing to the Employer, by the grievant. Withdrawal of a grievance shall close the matter, and it shall not be resubmitted.

16.5 Contents. The written grievance shall include the following information:

- A. The date upon which the grievance occurred.
- B. The specific Article(s) and Section(s) of the Agreement violated.
- C. The past practice, rule, or policy violated.
- D. Specific remedy requested.
- E. The grievant(s) name.
- F. Name and signature of Union representative (Staff or Steward).
- G. The nature of the grievance.

Consolidation and Group Grievances. Grievances arising out of the same set of facts may be consolidated or filed on behalf of a group by written agreement.

Pay Status. An aggrieved employee and the Union Delegate shall be in a pay status during those working hours in which a grievance meeting is held. Release time for additional employee representation shall be subject to approval by the Employer.

16.6 Procedure. The following shall be the formal grievance process. The parties are encouraged to meet informally to resolve issues that may be potential grievances at the lowest possible level of supervision. Such informal meetings will not be considered a step of the grievance process and will not stop the grievance timelines. If requested by the employee, a Union representative may be present.

Step One – Administrative. It is the desire of both the Employer and the Union that grievances be adjusted informally whenever possible. If an employee or the Union wishes to file a grievance, such grievance must be filed within twenty-one (21) calendar days from the date the grievant is aware that a grievance exists or should have known that a grievance exists. The parties will schedule a grievance meeting within fourteen (14) calendar days of filing. The Employer will be represented by a manager with the authority to adjust the issues raised in the grievance and a representative from Human Resources. The Employer will respond in writing within fourteen (14) calendar days of the meeting.

Step Two – Review. If a satisfactory settlement is not reached within the required time period above, the employee and/or representative may submit the written grievance to Step Two within fourteen (14) calendar days after the decision at Step One. The second step review meeting shall occur within fourteen (14) calendar days. The grievance review meeting shall include the grievant, the grievant's representative or delegate, the head of the department or designee, and representatives from the Employer. The Employer will respond in writing within fourteen (14) calendar days of the meeting. If a satisfactory settlement is not reached, the Union representative or delegate may submit the written grievance to Step Three within fourteen (14) calendar days.

Step Three: If a satisfactory settlement is not reached within the required time period above, the employee and/or representative may submit the written grievance to Step Three within fourteen (14) calendar days after the decision at Step Two. The third step review meeting shall occur within fourteen (14) calendar days. The grievance review meeting shall include the grievant, the grievant's representative or delegate, the CEO or designee, and representatives from the Employer. The Employer will respond in writing within fourteen (14) calendar days of the meeting. If a satisfactory settlement is not reached, the Union representative or delegate may submit the written grievance to Arbitration within fourteen (14) calendar days.

Arbitration. If a satisfactory settlement is not reached at the prior step either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Such submittal must be made within fourteen (14) calendar days following the written notice that the employer does not agree to the conclusion of the prior step.

Arbitrators: The Union may submit the grievance to an arbitrator selected under the procedure of the Federal Mediation and Conciliation Service. The party submitting the case to arbitration shall pay the filing fee. The parties may mutually agree on an Arbitrator prior to filing for arbitration through FMCS. The panel requested from FMCS shall include arbitrators who are members of the National Academy of Arbitrators.

No later than seven (7) working days prior to the scheduled arbitration meeting, the parties will submit questions of arbitration eligibility to the arbitrator for preliminary determination, share the name of each witness intending to testify at the hearing, and attempt to agree upon the issue statement. A copy of written materials submitted to the arbitrator will be provided to the opposing party.

The parties agree that the arbitrator shall have no power to render a decision that adds to, subtracts from, alters or modifies in any way the terms and conditions of the Agreement. The parties further agree that the decision of the arbitrator will be final and binding upon all parties. The Union or the Employer will have the right to request the arbitrator to require the presence of witnesses and/or documents. The arbitrator's decision shall be made in writing and the arbitrator shall be encouraged to render the decision within thirty (30) calendar days of the close of the arbitration.

Article 17 – Committees

17.1 Labor Management Committee. The Hospital and the Union agree to maintain a Labor Management Committee, which shall be comprised of four (4) representatives from each party. Union representatives will be selected by the Union. There shall be two (2) Co-Chairs of the Committee; one each from management and the Bargaining Unit. A Union and Human Resources representative may attend these meetings. Agendas for such meetings shall be exchanged one week prior to the scheduled meeting. The meetings shall occur every other month unless mutually agreed to add or cancel meetings. The Hospital will compensate up to the four (4) bargaining unit members for time spent in the above referenced meetings at their regular rate of pay. The Hospital will not pay bargaining unit members for any caucus time that occurs prior to or following such meetings. The parties shall work cooperatively to schedule meetings at mutually convenient times. The Committee shall meet to discuss and propose resolutions to:

1. Issues or problems in the worksite that affect bargaining unit members, as requested by either party, to be placed on the agenda.
2. Issues or problems of contract administration which may arise from time to time, other than formal grievance; and,

3. As a forum for providing information on organizational changes and initiatives to bargaining unit members.

17.2 Staffing Committee. The primary responsibilities of the Staffing Committee will be to provide oversight of the ongoing staff input in the development and oversight of staffing plans. The Committee will be governed by RCW 70.41.420 and related Washington laws and regulations, as amended. The parties recognize and agree that, to ensure consistency and efficiency, the parties will maintain a single Staffing Committee for the hospital that includes representatives from the nurses bargaining unit that is represented by the Washington State Nurses Association. SEIU 1199NW members will have two (2) committee members.

The staffing plan and current staffing levels will be made available upon request. The Committee will agree upon the format of the public posting in addition to the components that will be reported, which will follow Washington guidance.

17.3 Staffing Committee Pay. Employees who participate as staffing committee members shall receive their regular rate of pay for time spent in the staffing meetings. Employees who participate in the staffing meetings shall be relieved of all other duties during the staffing meetings.

17.4 Non-Retaliation. The Hospital will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Staffing Committee, or an employee who notifies the Staffing Committee or the Hospital administration of their concerns about employee staffing.

Article 18 Uninterrupted Patient Care

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

Article 19 – General Provisions

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

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

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

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

19.5 Standards Preserved. The parties agree that they do not intend that any employee shall suffer any unanticipated loss of benefits, economic or otherwise, as a result of this Agreement, but the parties acknowledge that the new or revised terms of this Agreement will result in modifications and changes to the benefits, economic or otherwise, provided to the employees and that these changes are not to be affected by this provision.

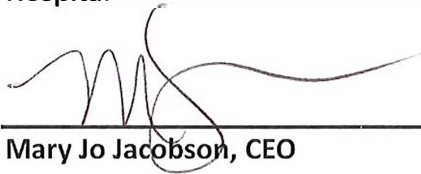
Article 20 – Duration and Renewal

Except as otherwise herein provided, this Agreement will be in force and effect from August 3, 2025, the full pay period following ratification, through June 30, 2027, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to the annual expiration date.

Signed this 12 day of November 2025.

12 | 3 | 2025 mjo

**Franciscan Specialty Care, LLC a/k/a Virginia
Mason Franciscan Health Rehabilitation
Hospital**



Mary Jo Jacobson, CEO

SEIU Healthcare 1199 NW



Jane Hopkins, RN President

SEIU Healthcare 1199NW



Sabrina Kimm, Lead Negotiator

X 

Paula Grant, Nutrition 1

X 

Molly Kadlec,  OT

X 

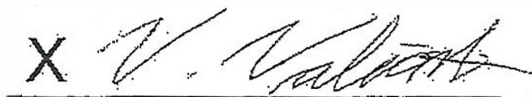
Jeanette Yamamoto, COTA

X 

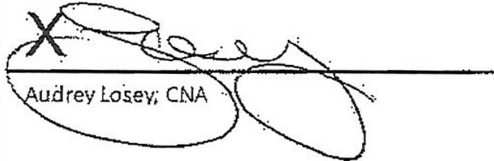
Marilyn Kitt, HUC

X 

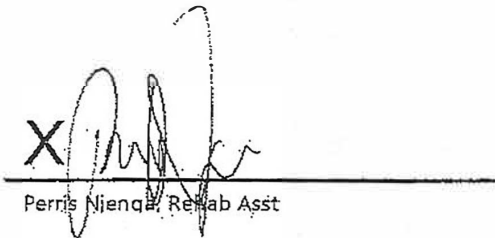
Beverley King, OTR/L

X 

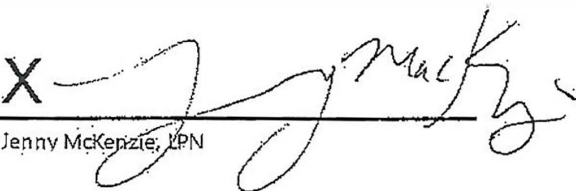
Vae Valient, Dietitian

X 

Audrey Losey, CNA

X 

Perris Njenqa, Rehab Asst

X 

Jenny McKenzie, LPN

X 

Alex Plein, PTA

Appendix C - Exempt Therapy Addendum

1. **Therapists Defined:** When the word “therapist” is utilized in this Appendix C, it is referring to exempt Physical Therapists (PT), Occupational Therapists (OT), Speech Therapists (SLP/ST). When the word “therapist assistant” is utilized, it is referring to Physical Therapy Assistants (PTA), and Occupational Therapy Assistants (OTA/COTA).

2. **Weekend Defined:** The term Weekend for therapists includes a shift of work on a Saturday or Sunday.

3. **Sixth Day Defined:** The term Sixth Day includes when a therapist works a shift of work on a sixth workday during the workweek. The workweek runs from Sunday to Saturday.

4. **Therapy Lead Duties:** The Employer may assign lead duties to a Therapist at its discretion based upon operational needs. It will be voluntary for a Therapist to perform lead duties. When the Employer assigns a Therapist lead duties, the Employer will indicate how much productivity time it will attribute for those duties that will go toward the Therapist’s productivity standards. A lead is a therapist who is assigned lead responsibilities by the Employer, but does not have supervisory authority. Lead assignments may be temporary or ongoing.

5. **Bonus structure:** The following bonus structure is in place to compensate exempt therapists for hours worked beyond the normal workday, weekend shifts and extra shifts.

Bonus Type	Exempt Therapists
Extra Hours Bonus - offered during times low staffing/high census or due to an unforeseen circumstance (i.e. call out or scheduling error)	<p>\$100 for each extra treatment hour worked beyond a regularly scheduled work day (For example: \$100 for 7.5 treatment hours instead of regularly scheduled 6.5 treatment hours for PT/OT, or \$200 for 8.5 treatment hours instead of regularly scheduled 6.5 treatment hours for PT/OT).</p> <p>To be eligible, a therapists must work their regularly scheduled hours during the week or use PTO to cover any absences.</p>
Sixth Day Bonus	<p>\$400 for a full shift (or 6-8 hours of work)</p> <p>\$200 for a half shift (or a 3-4 hours of work)</p> <p>In lieu of a Sixth Day Bonus, a Therapist who works a full shift on a weekend that</p>

	<p>is a sixth day may take a day off within the pay period, or a Therapist who works a half shift on a weekend that is a sixth day may take a half day off within the pay period.</p> <p>To be eligible, a therapists must work their regularly scheduled hours during the week or use PTO to cover any absences.</p>
Non-Sixth Day Weekend Bonus	<p>\$200 for a full shift (or 6-8 hours of work)</p> <p>\$100 for a half shift (or a 3-4 hours of work)</p>
Holiday Bonus (May Compound with Sixth Day and Non-Sixth Day Weekend Bonuses if the Holiday is on a Weekend)	<p>\$200 for a full shift (or 6-8 hours of work)</p> <p>\$100 for a half shift (or a 3-4 hours of work)</p>

6. Productivity

6.1 PT/OT Therapists are expected to maintain a weekly average productivity standard of 81.23% (or 6.5 treatment hours for 8 hours of work).

6.2 SLP: SLP Therapists are expected to maintain a weekly average productivity standard of 75% (or 6.0 treatment hours for 8 hours of work).

6.3 Treatment Hours Items

- Evaluations: All PT/OT evaluations will be allotted 1.5 hours due to increased evaluation assessments, evaluation needs, and documentation requirements, allowing for pertinent parts of the evaluation to be completed on day 1 of seeing the patient.
- When a therapist is assigned a one (1) hour group session they will be allotted 1.5 hours of treatment time to accommodate for increased documentation demands.

7. Weekend Scheduling

Therapists are expected to work one (1) weekend day (Saturday or Sunday) per month. The Employer will exercise reasonable efforts to provide coverage for additional weekend work through PRNs and then non-exempt therapists. If additional coverage is needed, the Employer will first seek volunteers, and then assign one (1) additional weekend day per month to therapists in reverse seniority order.

8. **Continuing Education:** The Employer will provide Therapists required to complete continuing education hours to maintain licensure for work, a MedBridge subscription or a reasonably equivalent service.

The parties recognize and agree that therapists participating in continuing education has the mutual benefit of professional development for therapists and opportunities for improved patient care. After six (6) months of employment, therapists may take up to two (2) days off with pay during a calendar year to attend continuing education courses, subject to advance scheduling and approval by the Employer. Unused days for continuation education do not carry over to the following year. After six (6) months of employment, therapists may also submit requests for reimbursement of continuing education courses completed after their first six (6) months of employment that relate to the work they perform for the Employer, up to a max of \$600 per two calendar years. To be eligible for any paid day off or reimbursement under this Section, the employee must provide an in-service to therapists within sixty (60) days of completing the course.

9. **Scheduling:** The Employer will maintain a schedule of assigned days of work for therapists. Therapists will continue to be able to self schedule patient care within their assigned schedule as long as they are mindful of patient needs and complete treatment in a 24-hour period including all treatment notes. There will not be a universal start time or end time for any therapists due to the nature of self scheduling. Therapists are responsible for scheduling their allotted patient care time to maintain their applicable productivity standard.
10. **Meal Periods/Rest Times:** Therapists will be responsible for scheduling and taking their breaks. Therapists are required to take breaks and meal periods that are not waived.

11. **Equipment and Job Materials**

The Employer will provide and maintain equipment for all therapy staff to complete point of service documentation. All therapists or therapist assistants will have a designated piece of equipment for point of service documentation. There will be 3 pieces of equipment for point of service documentation designated for PRN therapists and students. A working piece of equipment for point of service documentation will be available to all therapists or therapist assistants scheduled that day. If a piece of equipment for point of service documentation is out of service, it will be replaced within a reasonable time period.

MEMORANDUM OF AGREEMENT

Virginia Mason Franciscan Health Rehabilitation Hospital (hereinafter referred to as the “Employer”) and SEIU Healthcare 1199 NW, Service Employees International Union (hereinafter referred to as the “Union”), hereby enter into this Memorandum of Agreement related to the placement of Netanya Glass, Charles Hasenbalg, and Trevaughn Johnson on the Wage Scale as set forth in Section 9.1 of the parties’ 2025 – 2027 Collective Bargaining Agreement (CBA).

The parties agree on a non-precedent basis that the Employer will place the employees listed below on the steps of the wage scale (Appendix B to the CBA) as indicated next to their names, notwithstanding the language in Section 9.1 of the CBA:

- Netanya Glass (CNA Step 10, \$27.27)
- Charles Hasenbalg (CNA Step 12, \$28.37)
- Trevaughn Johnson (EVS Step 4, \$22.29)

These individuals will advance to the next step on the wage scale on June 1, 2026, along with other eligible members of the bargaining unit.

Signed this day of November 2025.

12/31/2025

**Virginia Mason Franciscan Health
Rehabilitation Hospital**



Mary Jo Jacobson, CEO

SEIU Healthcare 1199 NW



Jane Hopkins, RN President

Appendix B - July 2025

Step	CNA-IRF	COOK-IRF	COTA-IRF	Enviro Svcs	Lead Cook-	LPN-LVN-	Nutritional	Occupation	Physical	Rehab	Respiratory	Speech	Dietition-	Unit	Materials	Plant Ops	
				Alde-IRF	IRF	IRF	Svcs Aide-IRF	al Ther-IRF	IRF	PT Asst-IRF	Technician-IRF	Theraplst-IRF	Language Path-IRF	IRF	IRF		Coordinator
0	\$23.50	\$22.00	\$36.00	\$21.00	\$23.00	\$32.00	\$21.00	\$45.00	\$45.00	\$36.00	\$21.50	\$36.00	\$45.00	\$33.50	\$22.00	\$26.00	\$26.00
1	\$23.85	\$22.33	\$36.54	\$21.32	\$23.35	\$32.48	\$21.32	\$45.68	\$45.68	\$36.54	\$21.82	\$36.54	\$45.68	\$34.00	22-33	\$26.39	\$26.39
2	\$24.21	\$22.66	\$37.09	\$21.63	\$23.70	\$32.97	\$21.63	\$46.36	\$46.36	\$37.09	\$22.15	\$37.09	\$46.36	\$34.51	\$22.66	\$26.79	\$26.79
3	\$24.57	\$23.00	\$37.64	\$21.96	\$24.05	\$33.46	\$21.96	\$47.06	\$47.06	\$37.64	\$22.48	\$37.64	\$47.06	\$35.03	\$23.00	\$27.19	\$27.19
4	\$24.94	\$23.35	\$38.21	\$22.29	\$24.41	\$33.96	\$22.29	\$47.76	\$47.76	\$38.21	\$22.82	\$38.21	\$47.76	\$35.56	\$23.35	\$27.60	\$27.60
5	\$25.32	\$23.70	\$38.78	\$22.62	\$24.78	\$34.47	\$22.62	\$48.48	\$48.48	\$38.78	\$23.16	\$38.78	\$48.48	\$36.09	\$23.70	\$28.01	\$28.01
6	\$25.70	\$24.06	\$39.36	\$22.96	\$25.15	\$34.99	\$22.96	\$49.20	\$49.20	\$39.36	\$23.51	\$39.36	\$49.20	\$36.63	\$24.06	\$28.43	\$28.43
7	\$26.08	\$24.42	\$39.95	\$23.31	\$25.53	\$35.52	\$23.31	\$49.94	\$49.94	\$39.95	\$23.86	\$39.95	\$49.94	\$37.18	\$24.42	\$28.86	\$28.86
8	\$26.47	\$24.78	\$40.55	\$23.66	\$25.91	\$36.05	\$23.66	\$50.69	\$50.69	\$40.55	\$24.22	\$40.55	\$50.69	\$37.74	\$24.78	\$29.29	\$29.29
9	\$26.87	\$25.15	\$41.16	\$24.01	\$26.30	\$36.59	\$24.01	\$51.45	\$51.45	\$41.16	\$24.58	\$41.16	\$51.45	\$38.30	\$25.15	\$29.73	\$29.73
10	\$27.27	\$25.53	\$41.78	\$24.37	\$26.69	\$37.14	\$24.37	\$52.22	\$52.22	\$41.78	\$24.95	\$41.78	\$52.22	\$38.88	\$25.53	\$30.17	\$30.17
11	\$27.82	\$26.04	\$42.62	\$24.86	\$27.23	\$37.88	\$24.86	\$53.27	\$53.27	\$42.62	\$25.45	\$42.62	\$53.27	\$39.66	\$26.04	\$30.78	\$30.78
12	\$28.37	\$26.56	\$43.47	\$25.36	\$27.77	\$38.64	\$25.36	\$54.33	\$54.33	\$43.47	\$25.96	\$43.47	\$54.33	\$40.45	\$26.56	\$31.39	\$31.39
13	\$28.94	\$27.09	\$44.34	\$25.86	\$28.33	\$39.41	\$25.86	\$55.42	\$55.42	\$44.34	\$26.48	\$44.34	\$55.42	\$41.26	\$27.09	\$32.02	\$32.02
14	\$29.52	\$27.64	\$45.22	\$26.38	\$28.89	\$40.20	\$26.38	\$56.53	\$56.53	\$45.22	\$27.01	\$45.22	\$56.53	\$42.08	\$27.64	\$32.66	\$32.66
15	\$30.11	\$28.19	\$46.13	\$26.91	\$29.47	\$41.00	\$26.91	\$57.66	\$57.66	\$46.13	\$27.55	\$46.13	\$57.66	\$42.92	\$28.19	\$33.31	\$33.31
16	\$30.71	\$28.75	\$47.05	\$27.45	\$30.06	\$41.82	\$27.45	\$58.81	\$58.81	\$47.05	\$28.10	\$47.05	\$58.81	\$43.78	\$28.75	\$33.98	\$33.98
17	\$31.33	\$29.33	\$47.99	\$28.00	\$30.66	\$42.66	\$28.00	\$59.99	\$59.99	\$47.99	\$28.66	\$47.99	\$59.99	\$44.66	\$29.33	\$34.66	\$34.66
18	\$31.95	\$29.91	\$48.95	\$28.55	\$31.27	\$43.51	\$28.55	\$61.19	\$61.19	\$48.95	\$29.23	\$48.95	\$61.19	\$45.55	\$29.91	\$35.35	\$35.35
19	\$32.59	\$30.51	\$49.93	\$29.13	\$31.90	\$44.38	\$29.13	\$62.41	\$62.41	\$49.93	\$29.82	\$49.93	\$62.41	\$46.46	\$30.51	\$36.06	\$36.06
20	\$33.25	\$31.12	\$50.93	\$29.71	\$32.54	\$45.27	\$29.71	\$63.66	\$63.66	\$50.93	\$30.42	\$50.93	\$63.66	\$47.39	\$31.12	\$36.78	\$36.78
21	\$33.91	\$31.75	\$51.95	\$30.30	\$33.19	\$46.18	\$30.30	\$64.93	\$64.93	\$51.95	\$31.02	\$51.95	\$64.93	\$48.34	\$31.75	\$37.52	\$37.52
22	\$34.59	\$32.38	\$52.99	\$30.91	\$33.85	\$47.10	\$30.91	\$66.23	\$66.23	\$52.99	\$31.64	\$52.99	\$66.23	\$49.31	\$32.38	\$38.27	\$38.27

Appendix B - June 2026

Step	CNA-IRF	COOK-IRF	COTA-IRF	Enviro Svcs	Lead Cook-	LPN-LVN-	Nutritional	Occupation	Physical	Rehab	Respiratory	Speech	Unit				
				Alde-IRF	IRF	IRF	Svcs Aide-	al Ther-IRF	IRF	PT Asst-IRF	Technician-	Theraplst-	Language	Dietition-	Secretary-	Materials	Plant Ops
0	\$23.97	\$22.44	\$36.72	\$21.42	\$23.46	\$32.64	\$21.42	\$45.90	\$45.90	\$36.72	\$21.93	\$36.72	\$45.90	\$34.17	\$22.44	\$26.52	\$26.52
1	\$24.33	\$22.78	\$37.27	\$21.75	\$23.82	\$33.13	\$21.75	\$46.59	\$46.59	\$37.27	\$22.26	\$37.27	\$46.59	\$34.68	\$22.78	\$26.92	\$26.92
2	\$24.69	\$23.11	\$37.83	\$22.06	\$24.17	\$33.63	\$22.06	\$47.29	\$47.29	\$37.83	\$22.59	\$37.83	\$47.29	\$35.20	\$23.11	\$27.33	\$27.33
3	\$25.06	\$23.46	\$38.39	\$22.40	\$24.53	\$34.13	\$22.40	\$48.00	\$48.00	\$38.39	\$22.93	\$38.39	\$48.00	\$35.73	\$23.46	\$27.73	\$27.73
4	\$25.44	\$23.82	\$38.97	\$22.74	\$24.90	\$34.64	\$22.74	\$48.72	\$48.72	\$38.97	\$23.28	\$38.97	\$48.72	\$36.27	\$23.82	\$28.15	\$28.15
5	\$25.83	\$24.17	\$39.56	\$23.07	\$25.28	\$35.16	\$23.07	\$49.45	\$49.45	\$39.56	\$23.62	\$39.56	\$49.45	\$36.81	\$24.17	\$28.57	\$28.57
6	\$26.21	\$24.54	\$40.15	\$23.42	\$25.65	\$35.69	\$23.42	\$50.18	\$50.18	\$40.15	\$23.98	\$40.15	\$50.18	\$37.36	\$24.54	\$29.00	\$29.00
7	\$26.60	\$24.91	\$40.75	\$23.78	\$26.04	\$36.23	\$23.78	\$50.94	\$50.94	\$40.75	\$24.34	\$40.75	\$50.94	\$37.92	\$24.91	\$29.44	\$29.44
8	\$27.00	\$25.28	\$41.36	\$24.13	\$26.43	\$36.77	\$24.13	\$51.70	\$51.70	\$41.36	\$24.70	\$41.36	\$51.70	\$38.49	\$25.28	\$29.88	\$29.88
9	\$27.41	\$25.65	\$41.98	\$24.49	\$26.83	\$37.32	\$24.49	\$52.48	\$52.48	\$41.98	\$25.07	\$41.98	\$52.48	\$39.07	\$25.65	\$30.32	\$30.32
10	\$27.82	\$26.04	\$42.62	\$24.86	\$27.22	\$37.88	\$24.86	\$53.26	\$53.26	\$42.62	\$25.45	\$42.62	\$53.26	\$39.66	\$26.04	\$30.77	\$30.77
11	\$28.38	\$26.56	\$43.47	\$25.36	\$27.77	\$38.64	\$25.36	\$54.34	\$54.34	\$43.47	\$25.96	\$43.47	\$54.34	\$40.45	\$26.56	\$31.40	\$31.40
12	\$28.94	\$27.09	\$44.34	\$25.87	\$28.33	\$39.41	\$25.87	\$55.42	\$55.42	\$44.34	\$26.48	\$44.34	\$55.42	\$41.26	\$27.09	\$32.02	\$32.02
13	\$29.52	\$27.63	\$45.23	\$26.38	\$28.90	\$40.20	\$26.38	\$56.53	\$56.53	\$45.23	\$27.01	\$45.23	\$56.53	\$42.09	\$27.63	\$32.66	\$32.66
14	\$30.11	\$28.19	\$46.12	\$26.91	\$29.47	\$41.00	\$26.91	\$57.66	\$57.66	\$46.12	\$27.55	\$46.12	\$57.66	\$42.92	\$28.19	\$33.31	\$33.31
15	\$30.71	\$28.75	\$47.05	\$27.45	\$30.06	\$41.82	\$27.45	\$58.81	\$58.81	\$47.05	\$28.10	\$47.05	\$58.81	\$43.78	\$28.75	\$33.98	\$33.98
16	\$31.32	\$29.33	\$47.99	\$28.00	\$30.66	\$42.66	\$28.00	\$59.99	\$59.99	\$47.99	\$28.66	\$47.99	\$59.99	\$44.66	\$29.33	\$34.66	\$34.66
17	\$31.96	\$29.92	\$48.95	\$28.56	\$31.27	\$43.51	\$28.56	\$61.19	\$61.19	\$48.95	\$29.23	\$48.95	\$61.19	\$45.55	\$29.92	\$35.35	\$35.35
18	\$32.59	\$30.51	\$49.93	\$29.12	\$31.90	\$44.38	\$29.12	\$62.41	\$62.41	\$49.93	\$29.81	\$49.93	\$62.41	\$46.46	\$30.51	\$36.06	\$36.06
19	\$33.24	\$31.12	\$50.93	\$29.71	\$32.54	\$45.27	\$29.71	\$63.66	\$63.66	\$50.93	\$30.42	\$50.93	\$63.66	\$47.39	\$31.12	\$36.78	\$36.78
20	\$33.92	\$31.74	\$51.95	\$30.30	\$33.19	\$46.18	\$30.30	\$64.93	\$64.93	\$51.95	\$31.03	\$51.95	\$64.93	\$48.34	\$31.74	\$37.52	\$37.52
21	\$34.59	\$32.39	\$52.99	\$30.91	\$33.85	\$47.10	\$30.91	\$66.23	\$66.23	\$52.99	\$31.64	\$52.99	\$66.23	\$49.31	\$32.39	\$38.27	\$38.27
22	\$35.28	\$33.03	\$54.05	\$31.53	\$34.53	\$48.04	\$31.53	\$67.55	\$67.55	\$54.05	\$32.27	\$54.05	\$67.55	\$50.30	\$33.03	\$39.04	\$39.04

Appendix B - December 2026

Step	CNA-IRF	COOK-IRF	COTA-IRF	Enviro Svcs		Nutritional		Physical		Rehab	Respiratory	Speech	Unit				
				Alde-IRF	IRF	LPN-LVN-IRF	Svcs Aide-IRF	Occupational Ther-IRF	Therapst-IRF	Technician-IRF	Theraplst-IRF	Language Path-IRF	Dietition-IRF	Secretary-IRF	Materials Coordinator	Plant Ops	
0	\$24.45	\$22.89	\$37.45	\$21.85	\$23.93	\$33.29	\$21.85	\$46.82	\$46.82	\$37.45	\$22.37	\$37.45	\$46.82	\$34.85	\$22.89	\$27.05	\$27.05
1	\$24.81	\$23.23	\$38.02	\$22.18	\$24.29	\$33.79	\$22.18	\$47.53	\$47.53	\$38.02	\$22.70	\$38.02	\$47.53	\$35.37	\$23.23	\$27.46	\$27.46
2	\$25.19	\$23.58	\$38.59	\$22.50	\$24.66	\$34.30	\$22.50	\$48.23	\$48.23	\$38.59	\$23.04	\$38.59	\$48.23	\$35.90	\$23.58	\$27.87	\$27.87
3	\$25.56	\$23.93	\$39.16	\$22.85	\$25.02	\$34.81	\$22.85	\$48.96	\$48.96	\$39.16	\$23.39	\$39.16	\$48.96	\$36.45	\$23.93	\$28.29	\$28.29
4	\$25.95	\$24.29	\$39.75	\$23.19	\$25.40	\$35.33	\$23.19	\$49.69	\$49.69	\$39.75	\$23.74	\$39.75	\$49.69	\$37.00	\$24.29	\$28.72	\$28.72
5	\$26.34	\$24.66	\$40.35	\$23.53	\$25.78	\$35.86	\$23.53	\$50.44	\$50.44	\$40.35	\$24.10	\$40.35	\$50.44	\$37.55	\$24.66	\$29.14	\$29.14
6	\$26.74	\$25.03	\$40.95	\$23.89	\$26.17	\$36.40	\$23.89	\$51.19	\$51.19	\$40.95	\$24.46	\$40.95	\$51.19	\$38.11	\$25.03	\$29.58	\$29.58
7	\$27.13	\$25.41	\$41.56	\$24.25	\$26.56	\$36.96	\$24.25	\$51.96	\$51.96	\$41.56	\$24.82	\$41.56	\$51.96	\$38.68	\$25.41	\$30.03	\$30.03
8	\$27.54	\$25.78	\$42.19	\$24.62	\$26.96	\$37.51	\$24.62	\$52.74	\$52.74	\$42.19	\$25.20	\$42.19	\$52.74	\$39.26	\$25.78	\$30.47	\$30.47
9	\$27.96	\$26.17	\$42.82	\$24.98	\$27.36	\$38.07	\$24.98	\$53.53	\$53.53	\$42.82	\$25.57	\$42.82	\$53.53	\$39.85	\$26.17	\$30.93	\$30.93
10	\$28.37	\$26.56	\$43.47	\$25.35	\$27.77	\$38.64	\$25.35	\$54.33	\$54.33	\$43.47	\$25.96	\$43.47	\$54.33	\$40.45	\$26.56	\$31.39	\$31.39
11	\$28.94	\$27.09	\$44.34	\$25.86	\$28.33	\$39.41	\$25.86	\$55.42	\$55.42	\$44.34	\$26.48	\$44.34	\$55.42	\$41.26	\$27.09	\$32.02	\$32.02
12	\$29.52	\$27.63	\$45.23	\$26.38	\$28.89	\$40.20	\$26.38	\$56.52	\$56.52	\$45.23	\$27.01	\$45.23	\$56.52	\$42.08	\$27.63	\$32.66	\$32.66
13	\$30.11	\$28.18	\$46.13	\$26.90	\$29.47	\$41.00	\$26.90	\$57.66	\$57.66	\$46.13	\$27.55	\$46.13	\$57.66	\$42.93	\$28.18	\$33.31	\$33.31
14	\$30.71	\$28.76	\$47.05	\$27.45	\$30.06	\$41.82	\$27.45	\$58.81	\$58.81	\$47.05	\$28.10	\$47.05	\$58.81	\$43.78	\$28.76	\$33.98	\$33.98
15	\$31.33	\$29.33	\$47.99	\$28.00	\$30.66	\$42.66	\$28.00	\$59.99	\$59.99	\$47.99	\$28.66	\$47.99	\$59.99	\$44.65	\$29.33	\$34.66	\$34.66
16	\$31.95	\$29.91	\$48.95	\$28.56	\$31.27	\$43.51	\$28.56	\$61.19	\$61.19	\$48.95	\$29.24	\$48.95	\$61.19	\$45.55	\$29.91	\$35.35	\$35.35
17	\$32.60	\$30.51	\$49.93	\$29.13	\$31.90	\$44.38	\$29.13	\$62.41	\$62.41	\$49.93	\$29.82	\$49.93	\$62.41	\$46.46	\$30.51	\$36.06	\$36.06
18	\$33.24	\$31.12	\$50.93	\$29.70	\$32.53	\$45.27	\$29.70	\$63.66	\$63.66	\$50.93	\$30.41	\$50.93	\$63.66	\$47.39	\$31.12	\$36.78	\$36.78
19	\$33.91	\$31.74	\$51.95	\$30.31	\$33.19	\$46.17	\$30.31	\$64.93	\$64.93	\$51.95	\$31.02	\$51.95	\$64.93	\$48.34	\$31.74	\$37.52	\$37.52
20	\$34.59	\$32.38	\$52.99	\$30.91	\$33.85	\$47.10	\$30.91	\$66.23	\$66.23	\$52.99	\$31.65	\$52.99	\$66.23	\$49.30	\$32.38	\$38.27	\$38.27
21	\$35.28	\$33.03	\$54.05	\$31.52	\$34.53	\$48.05	\$31.52	\$67.55	\$67.55	\$54.05	\$32.27	\$54.05	\$67.55	\$50.29	\$33.03	\$39.04	\$39.04
22	\$35.99	\$33.69	\$55.13	\$32.16	\$35.22	\$49.00	\$32.16	\$68.91	\$68.91	\$55.13	\$32.92	\$55.13	\$68.91	\$51.30	\$33.69	\$39.81	\$39.81

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