

Agreement between  
SEIU Healthcare 1199NW & Klickitat Valley Health

**Klickitat Valley Health  
2025–2029 Contract  
RN/LPN/Service & Tech  
Bargaining Unit**



**SEIU**Healthcare®  
United for Quality Care

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KVH & SEIU 2025-2029

RN-LPN-Service & Tech Contract

# **KVH & SEIU 2025-2029 Contract**

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## **ARTICLE 1: RECOGNITION**

KVH recognizes the Union as the sole and exclusive representative all full-time and regular part-time, casual/ per diem and non-supervisory employees employed by KVH through Klickitat Valley Hospital, and Hospice and the Family Medicine Clinic, excluding supervisors, department managers, confidential, temporary, agency, billable providers, and employees eligible for interest arbitration.

## **ARTICLE 2: UNION MEMBERSHIP**

### **2.1 Membership**

Employees may elect to become members of the union by authorizing dues. All employees in positions in a bargaining unit, regardless of membership, are subject to the terms and benefits of the collective bargaining agreement. Pursuant to RCW 41.56.037, a representative of the Union shall be allowed a minimum of thirty (30) minutes during each regularly scheduled new employee orientation for the purposes of presenting information about the Union and the collective bargaining agreement. Employee attendance at the Union's presentation is voluntary and shall be counted as regular working hours if attended. KVH shall provide the Union with at least seven (7) days' notice of any orientation and send an electronic list of expected participants, including name, department, phone number, and job title, at least forty-eight (48) hours in advance of the orientation. The Union may conduct a make-up session once per quarter onsite and during new employees' regular working hours for employees who were unable to attend in-person new employee orientations.

#### **2.1.1 Religious Objection**

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

#### **2.1.2 Hold Harmless**

The Union will indemnify and hold KVH harmless from all claims, demands, suits or other forms of liability, including attorney's fees, that may arise against KVH for or on account of any action taken by KVH to terminate an employee's employment pursuant to this Article.

### **2.2 Dues Deduction**

During the term of this Agreement, KVH shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, KVH shall deduct any additional amounts including fees, and HLF/COPE contributions as specified by the Union. When KVH has been notified by the Union that a member has executed a wage assignment form, KVH 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 within 5 days of the pay date. The HLF/COPE amount will be transmitted separately to the Union by Automated Clearing House (ACH) transfer within 5 days of the pay date. KVH will also provide a separate electronic register for initiation fee, dues, and fees and for HLF/COP in Excel or other mutually agreeable format including the hospital or clinic name,

employee name, employee ID number, the deduction amount and gross earnings for the period. Upon transmission of the ACH transfer to the Union, KVH's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold KVH harmless from all claims, demands, suits, or other forms of liability that may arise against KVH for or on account of any deduction made from the wages of such employee.

### **2.3 Bargaining Unit Rosters**

Upon the signing of this Agreement by both parties, and quarterly thereafter, KVH will provide the Union with a list of names, employee numbers, employment status, FTE, date of hire, job classification and the rate of pay of those employees covered by this Agreement. KVH will work with the Union to provide this information in a mutually agreeable format. KVH will send a list of any new hires, terminations, and retirees monthly to the Union.

### **2.4 Voluntary Political Action Fund Deduction**

KVH shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with KVH, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, KVH'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 KVH harmless from all claims, demands, suits or other forms of liability that may arise against KVH for or on account of any deduction made from the wages of such employee.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse KVH for its reasonable cost of administering the COPE check-off in the parties' Collective Bargaining Agreement. KVH and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover KVH's costs of administering this check-off. Accordingly, the parties agree that KVH 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 KVH for its reasonable costs of administering the check-off.

## **ARTICLE 3: UNION REPRESENTATION MATTERS**

### **3.1 Access to Premises / Meeting Rooms**

Union representatives may have access to available meeting rooms at reasonable times up to two (2) hours at a time upon no less than three (3) days advance written notice (using Room Requisition Form) for union related business, including investigating grievances. If access is sought for the discussion of an immediate disciplinary matter, KVH will make an office or other location available if a meeting room is not available. Union representatives shall not have access to employees' lounges or patient care areas unless advance approval has been obtained from KVH. Access to KVH's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

### **3.2 Bargaining Unit Delegates**

The Union shall designate its officers, delegates, and alternate delegates from among employees in the unit. The officers and delegates shall not be recognized by KVH until the Union has given KVH notice of the selection and their scope of authority. Unless otherwise agreed to by KVH, the investigation of grievances or other business shall only be conducted during non-working times, in non-patient care areas and shall not interfere with the work of other employees, patient care or disturb patients or the normal operation of the Hospital. Meal and rest breaks are not considered working time.

Subject to appropriate advance notice and scheduling requirements, one union delegate or designee/officer will be allowed thirty minutes of paid time during the regularly scheduled new employee orientation to introduce newly hired employees to the Union and the Union contract, although, at the delegate or designee/officer's discretion, PTO time may be used. Subject to appropriate advance notice and scheduling requirements, Union officers, delegates and contract committee members may request unpaid time off work of one (1) shift per calendar year of educational leave time to attend Union-sponsored training in leadership, representation and dispute resolution, although, at the delegate or designee/officer's discretion, PTO time may be used.

Each year union officers or delegates, not to exceed five (5) persons in any calendar year, shall be allowed to attend two (2) day union sponsored training programs. Designated employees must make a request for time off at least fifteen (15) days prior to the posting of their work schedule and identify the union sponsored training program. Time off shall be subject to scheduling requirements of the employee's department. Designated employees shall be compensated at their base pay rate for the day of attending the program, only once during the term of this agreement. If the employee is not eligible to be compensated, the employee may use PTO or be in an unpaid status.

When an employee requests a Delegate's presence at an investigatory meeting that the employee reasonably believes could lead to discipline or at a grievance meeting, unpaid time off work will be authorized for the Delegate, although, at the Delegate's discretion, PTO time may be used. If the Delegate requested by the employee is not available at the time or because of patient care concerns cannot be present, the meeting will not be unduly delayed and one of the other Delegates will be called to be present. If KVH requests the presence of a Delegate at an investigatory or grievance meeting, the Delegate will be paid for that time.

### **3.3 Bulletin Board**

KVH will furnish a bulletin board in the Hospital, Family Medicine Clinic and the 711 building for the use of the Union. The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by KVH. Union Bulletin boards will be maintained by delegates/officers of the Union. A copy of such notices will be provided before posting to the Human Resources Department. All postings must be in compliance with KVH's non-discrimination or harassment related policies.

### **3.4 Contract**

KVH will give each current employee and newly hired employee a copy of this Agreement and notice of Union membership provisions. Additional copies of this Agreement shall be available in Administration. The Union will provide sufficient copies of the Agreement for such distribution.

## **ARTICLE 4: MANAGEMENT RIGHTS**

The union recognizes that KVH has the obligation of serving the public with high quality Medical Care efficiently and economically in meeting Medical emergencies.

### **4.1 Reserved Rights**

Except as expressly restricted or limited by a specific provision of this Agreement, KVH retains all statutory, customary, and usual rights, responsibility to manage the affairs of KVH. KVH shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard to such subjects. The rights of employees are limited to those specifically set forth in this Agreement.

### **4.2 Example Rights**

Without limitation by way of illustration, the exclusive responsibilities, decision- making functions and authority connected with or in any way incidental to its responsibility to manage the affairs of KVH shall include the following:

To operate, direct and manage the Hospital; to set standards of performance; to maintain order and efficiencies; to direct employees; to determine the materials and equipment to be used; to determine the kind and location of facilities; to determine whether the whole, or any part of the operation shall continue to operate for budgetary or other reasons; to select and hire employees and to determine their qualifications; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures; to hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees for just cause. To discharge any employee deemed incompetent based upon established job criteria. Provided, however, KVH reserves the right to discharge any employee for unsatisfactory performance based upon reasonable related established job criteria, to expect reasonable overtime work of employees; and to unilaterally implement new, revise or terminate wholly or in part, old methods, procedures, policies, rules, materials, equipment, facilities and standards.

### **4.3 Exercise of Rights**

The parties recognize that the above statement of management rights and responsibilities is for illustrative purpose 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 KVH on a unilateral basis. KVH's failure to exercise any right, prerogative or function reserved to it, or KVH's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of KVH's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 5: EMPLOYMENT PRACTICES**

### **5.1 Non-discrimination**

Neither KVH nor the Union shall discriminate against any employee in the bargaining unit in violation of applicable Federal and State Law on the basis of race, color, national origin, citizenship status, creed, religion, sex, age, marital status, disability, sexual orientation, union membership or activity or veteran, military status or legally protected class. Neither KVH nor any bargaining unit employee shall in any way discriminate against any employee.

## 5.2 Notice of Resignation

Employees shall be required to give at least fourteen (14) calendar days' written notice of resignation. Failure to give notice shall result in the loss of accrued PTO and WA Sick Leave Banks. KVH will give consideration to circumstances which would make such notice impossible. (Cross reference 12.13.1)

## 5.3 Discipline and Discharge

5.3.1 No employee shall be disciplined or discharged except for just cause. An employee who has received a written disciplinary notice or been suspended without pay or discharged without just cause is entitled to appeal such action through the Grievance Procedure.

5.3.2 The parties agree that discipline generally should be progressive in nature, according to the following pattern: verbal warning, written warning, unpaid suspension, and discharge. The parties agree that the particular discipline given will depend on the seriousness of the action.

5.3.3 A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging its receipt. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file and to request removal of warning notices after one (1) year, if no further written disciplinary action for the same reason has occurred during this one (1) year period. Removal shall be at the discretion of KVH. Written warnings and suspensions shall expire after three (3) years for the purpose of determining any future progressive discipline. Such discipline, however, shall remain in the employee's personnel file. In addition, KVH shall have the right to disregard the foregoing expiration period where the employee has demonstrated a recurring pattern in the progressive disciplinary process.

5.3.4 An employee must be notified of the nature of the meeting prior to the meeting, so they may request the attendance of a Union delegate during any investigatory meeting which may reasonably lead to disciplinary action. Management will make a good faith effort to notify employees of the right to a representative and an interpreter prior to the meeting.

## 5.4 Personnel File

Employees will be granted access to view the contents of their personnel file electronically via Employee Self Service in Paycom. Employees shall have the right to comment on disciplinary actions and performance evaluations in their Personnel File.

## 5.5 Evaluations

Employees will be evaluated prior to completion of the probationary period and annually thereafter. Upon request, the employee will be given a copy of the evaluation. Employees will be given the opportunity to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file. Performance evaluations or performance improvement plans are not considered disciplinary action and are not subject to the grievance procedure.

5.5.1 **Performance Reviews** - Employees have rights to timely and fair performance reviews and feedback. KVH must provide performance reviews on an annual basis by their immediate manager or supervisor.

## 5.6 Job Openings

5.6.1 All vacancies and new positions in the bargaining unit shall be posted internally for a period of seven (7) calendar days. Postings shall include job title, qualification, status, shift and rate of pay. External applicants can be sought during the same time period, however internal applicants will be considered first. If there are internal applicants, KVH will offer the vacancy to the employee who, in the sole determination of KVH, is the most qualified based upon skill, competence, and ability. Interviews will not be conducted prior to the posting period. In the event that there are two or more qualified internal employees, as determined by KVH, the employee with the greater seniority will be offered the position. If KVH determines that no internal applicant is qualified, KVH may post for and hire from outside applicants. Employees may not bid out of their current position within the first 90 days of employment unless otherwise approved by the department leader(s) in consultation with Human Resources.

5.6.2 When notice is provided to KVH that a FTE will be permanently vacated, KVH will post the same FTE no more than two (2) weeks after the notice or the position being vacated. If there is a delay in posting a replacement position of more than two (2) weeks, the department manager will communicate with the employees in the affected job class the reason for such delay.

5.6.3 **In House Transfer Review/Probationary Period**– An employee who has transferred positions within KVH on a full-time or part-time basis and who has been continuously employed by KVH for less than thirty (30) days in a new position. The probationary period may be extended for up to one (1) additional thirty (30) calendar days. KVH will notify the employee in writing of areas requiring improvement within the initial thirty (30) calendar days of employment. Prior to extension KVH will notify the employee of areas needing improvement. If the employee does not successfully complete the review period, the employee has the option of returning to the prior department if there is an open position provided there are no documented performance concerns.

## 5.7 Parking

Employees should park in designated employee parking areas when possible. If parking is not available, street parking is available within one block of the hospital campus. Employees may not park in designated patient parking areas however while on-call or working night shift, employees may use patient parking near the facility and lighted doors. KVH will make a bike rack available to employees.

## 5.8 Contracting Out

KVH agrees to give at least sixty (60) days' notice to the Union prior to any decision to contract out or signing a contract which will result in the elimination of positions for the majority of employees in a department or facility. Upon request by the Union, within ten (10) days notice to the Union, KVH agrees to meet to discuss the effects of the decision and consider the feasibility of creating and/or implementing alternatives to the contracting that would satisfy its primary business needs.

In the event KVH decides to contract out a service which will result in the elimination of a department or facility, KVH will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees as an alternative to exercising layoff related rights under the collective bargaining agreement. Preferential hiring commitments include first consideration over other qualified candidates for positions created as a result of the contract and favorable treatment of such employment conditions as credit for seniority, PTO accruals, and health benefits.

### **5.9 Request for Additional Training**

KVH will provide orientation, training, and education necessary for employees to achieve and maintain required competencies for their positions, including initial and periodic competency validation. An employee who believes additional training is needed to perform safely and effectively shall notify their immediate supervisor; KVH will evaluate and, as appropriate, provide competency-based training, coaching, or re-validation.

### **5.10 Floating**

Employees will be required to work only in those positions within the Hospital or Clinics where they have received orientation. Employees shall not be required to perform tasks above their licensure or procedures for which they have not been trained or to which they have not been oriented. Qualified volunteers will be sought first when floating is necessary.

### **5.11 Security Cameras**

Camera's will not be used for constant monitoring of employees. Footage may be reviewed and used in investigations of specific incidents and may support discipline, if warranted.

## **ARTICLE 6: DEFINITIONS**

### **6.1 Full-Time Employee**

An employee who is regularly scheduled to work at least thirty-two (32) hours per week during a forty (40) hour work week period, and who has successfully completed the required probationary period.

### **6.2 Part-time Employee**

An employee who is regularly scheduled to work fewer than thirty-two (32) hours per week in a forty (40) hour workweek and who has successfully completed the probationary period. PTO is available to part time employees on a pro-rated basis (cross reference 12.2)

### **6.3 Casual (Per Diem) Employee**

A Casual, or Per Diem, employee is defined as an employee who only works intermittently and is not regularly scheduled pursuant to KVH's request for scheduling. Casual employees are included in the bargaining unit.

Casuals will provide their availability by the first of each month prior to the schedule being posted. Casual employee's availability shall be posted on the upcoming schedule. Casual employees will make themselves available for at least two (2) shifts per month or the equivalent amount of shifts in one year. Casual employees should make themselves available for at least two (2) shifts, one of which should be on a weekend. Casual employees should respond to scheduling requests within 48 hours. Casual employees shall not be used before first offering available hours to full-time and regular part time employees who have submitted a written request for additional hours to their department supervisor, subject to the provisions of the next sentence. KVH has the right to assign Casual employees to work additional hours, if assigning additional hours to full-time or regular part-time employees would result in overtime or there are no written requests from full-time or regular part-time employees requesting additional hours. Casual employees who do not work for three (3) or more

months and have not provided their availability may be automatically removed from the books. Any employee holding a casual secondary job code may not be subject to this article.

6.3.2 Casual employees shall not be used before first offering available hours to full-time and regular part-time employees who have submitted a written request for additional hours to their department supervisor, subject to the provisions of the next sentence. KVH has the right to assign Casual employees to work additional hours, if assigning additional hours to full time or regular part-time employees would result in overtime or there are no written requests from full-time or regular part-time employees requesting additional hours.

#### **6.4 Review Process**

A casual employee who, for a period of six (6) months or more, has worked an average of sixteen (16) hours or more per week may request evaluation of an FTE status different than designated. The employee's situation will be evaluated for the likelihood of continued scheduling at the different status. This evaluation may be initiated by the employee, department leader, or Human Resources Department. Any changes approved by KVH will be documented on a payroll status change form and will be consistent with seniority provisions of this Agreement.

#### **6.5 Probationary Employee**

An employee who has been hired by KVH on a full-time or part-time basis and who has been continuously employed by KVH for less than ninety (90) days. The probationary period may be extended for up to one (1) additional ninety (90) calendar days. KVH will notify the employee in writing of areas requiring improvement within the initial ninety (90) calendar days of employment. Prior to extension KVH will notify the employee of areas needing improvement. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure.

#### **6.6 Temporary Employee**

A Temporary employee is defined as an employee who is hired on an interim basis who is seasonal or is used to backfill positions temporarily vacated due to unanticipated vacancies, vacations, authorized leaves of absence, workers' compensation leaves, military leave, or other emergency conditions. The term of a temporary employee shall not exceed one hundred and eighty (180) days during a calendar year. Temporary employees are excluded from the bargaining unit and are not covered under the terms of this Agreement.

#### **6.7 Agency Workers**

An Agency worker is hired through a contract with a third party and is an employee of that third party. Agency workers are excluded from the bargaining unit and are not covered under the terms of this Agreement.

#### **6.8 Base Rate of Pay**

The employee's base hourly rate excluding all premiums and shift differentials.

#### **6.9 Regular Hourly Rate**

The employee's regular rate of pay for purposes of calculating overtime shall include premiums and differentials.

## ARTICLE 7: HOURS OF WORK

This Article defines the normal hours of work per day or per week in effect at the time of execution of this Agreement and establishes the basis for calculation of overtime. It is not a guarantee of a minimum number of hours of work per day, work period, month or year, and it is not intended to establish a right to compensation in any form for time not worked, unless specifically set forth in this Agreement.

### 7.1 Work Week Period

The basic work period shall consist of forty (40) hours of work in a designated seven (7) day period.

### 7.2 Work Period

Work periods shall consist of:

7.2.1 For employees scheduled to work eight (8) hour work periods, the basic work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 ½) consecutive hours.

7.2.2 For employees scheduled to work ten (10) hour work periods, the basic work day shall consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

7.2.3 For employees scheduled to work twelve (12) hour work periods, the basic work day shall consist of twelve (12) hours' work to be completed within thirteen (13) consecutive hours.

7.2.4 **Scheduling Work Periods:** After the date of the ratification of this contract changes to an employee's work period may be established by agreement between the hospital and individual employee or a group of employees within a particular unit or department taking into consideration such factors as employee interest, patient care needs, turnover and vacancy rates, the use of overtime and agency employees and employee morale. The process may be initiated by either the employee or the Department Leader. If the participating employee(s) and their Leader agree upon a new work period, it will be reduced to writing and submitted to the Human Resources Director for approval. If approved by the Human Resources Director, a written copy of the agreement will be given to the Union. With thirty days (30) notice KVH may change an employee's work period to an eight (8) hour work period, however for all other periods, KVH and the employee must mutually agree before reverting back to a previously scheduled work period. The Hospital has the right to designate for new hires their work period.

### 7.3 Shift Rotation

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

### 7.4 Work Schedules

KVH shall determine schedules and post monthly work schedules by the fifteenth (15) of each month. If the fifteenth (15) falls on a Saturday, the schedule shall be posted by the fourteenth (14) and if the fifteenth (15) falls on a Sunday, the final schedule shall be posted by the sixteenth (16). Final schedules shall not be posted more than one month in advance.

7.4.1 **Changes in Work Schedules.** It is recognized and understood that deviations from normal hours of work and changes in work schedules may occur from time to time, resulting from several causes, such as, but not

limited to, vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and/or other emergency conditions. KVH retains the right to adjust hours of work and work schedules to maintain a safe, efficient, and orderly operation. Changes to the posted work schedule shall be communicated directly to the employee, preferably in person or by telephone, or by written communication or KVH e-mail, up to 3 days prior to the change.

7.4.2 Any request by an employee for PTO or scheduling outside of the regular work schedule must be submitted to the department director in writing no later than fourteen (14) calendar days prior to the issuance of the monthly schedule, unless mutually agreed otherwise.

7.4.3 Only department leaders (or their designees) are authorized to change work schedules.

7.4.4 Employees who wish to trade a particular shift must submit a written request to the department director within three (3) business days of the requested trade, or if mutually agreed otherwise. Such a request may not be authorized if it would result in overtime or if it would result in shifts not covered, or if in the judgment of KVH, such trade would result in an unbalanced mix of skill levels during any one shift.

7.4.5 Employees who have unexpected PTO requests after the issuance of the monthly schedule, may be required to arrange for their own coverage and submit a written request to their direct supervisor within three (3) business days of the requested time off unless mutually agreed otherwise. Such a request may not be authorized if it would result in overtime or if it would result in shifts not covered, or if in the judgment of KVH, such trade would result in an unbalanced mix of skill levels during any one shift.

## 7.5 Overtime

Statutory overtime will be paid at 1 and ½ (1 ½) times the regular rate of pay for all hours actually worked over forty (40) in the work week period, as designated by KVH. Employees who are on a 12/36 work rule will be paid overtime daily after 12 hours and after 36 hours weekly. Time paid but not worked shall not count as time worked for purposes of computing overtime pay. All overtime is subject to approval of the supervisor prior to being worked. There shall be no pyramiding or duplication of overtime pay or other premium pay.

Overtime within a department shall be made available to employees on an equitable basis and rotated among volunteers based on seniority. Preference shall be given to Employees of KVH volunteering for overtime before offering overtime to agency employees.

7.5.1 To ensure safe and timely snow and ice removal from all hospital facilities and grounds, while establishing clear compensation and staffing protocols for Facilities staff during snow events.

### Compensation for Snow Removal Work

- Normal Hours: Snow removal performed during an employee's scheduled shift will be paid at the employee's regular rate of pay.
- Outside of Normal Hours: All snow removal performed outside of an employee's normal work schedule will be compensated at time and one-half (1.5x) the employee's regular rate of pay.
- Holiday Work: If snow removal occurs on a recognized holiday, employees will be compensated at double time (2.0x) their regular rate of pay.

## **7.6 Additional Hours**

Subject to scheduling requirements and the qualifications required of the task to be performed, regular employees who notify their supervisor in writing that they want extra hours within their classification and department shall be given an opportunity to work extra available shifts prior to calling in per diem employees. Additional hours will only be assigned if the employee is able to work the hours on a straight time basis without incurring overtime. Assignment of hours that occur due to unfilled shifts on the schedule and do incur overtime will be rotated based on seniority.

## **7.7 Meal and Rest Periods**

Meal periods and rest periods shall be administered in accordance with state law. Employees shall be provided an uninterrupted unpaid meal period of one-half (1/2) hour between the second and fifth hour of work and within 5 hours of the end of the first meal period, and for each 5 hours worked thereafter. Employees required by KVH to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay in accordance with state law. All employees shall be provided a scheduled uninterrupted rest period of fifteen (15) minutes, on KVH's time, for each four (4) hours of working time. Meal and/or rest periods may not be combined. Employees who leave campus for any reason must clock out and clock back in upon return. Break time, even while not on campus, is compensable time. Employees may sign waivers if mutually agreed upon.

## **7.8 Weekends**

KVH will endeavor to schedule all regular full and part-time employees at least every other weekend off. This section shall not apply to employees who request the trading of weekends or to employees who agree to work regularly recurring weekend positions or to employees who are on-call.

## **7.9 Rest Between Shifts**

In scheduling work assignments, KVH will endeavor to provide each employee with at least twelve (12) hours off duty between shifts.

# **ARTICLE 8: CLASSIFICATION AND RATES OF PAY**

## **8.1 Wage Increase**

8.1.1 Wage scales that are below the state's minimum wage on the effective date will be placed at the new minimum wage (step 1) plus 2%. The entire scale will be adjusted accordingly. Employees will remain at their current step.

8.1.2 After the parties' ratification of this agreement and with KVH Board approval (no sooner than 11/1/25), each bargaining unit employee will receive the agreed upon wage increases as specified in the Wage Grade Proposal.

8.1.3 Effective on 11/1/26, employees will receive a 3.5% across the board wage increase or Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), whichever is greater.

8.1.4 The parties agree to complete a wage re-opener no later than November 1, 2027.

8.1.5 Anniversary Step Advancement- Each bargaining unit employee will thereafter move to the next applicable step on Appendix A on his or her anniversary date. Upon ratification of this agreement, employees who reach the top of the pay scale may choose from the following:

- \$1,000 lump sum payment, pro-rated for Part-time and Casual employees calculated by hours worked in the previous 12 months, or;
- Two (2) shifts of PTO, prorated for Part-time employees calculated by hours worked in the previous 12 months, added to the employee's PTO bank.

These benefits are available on the anniversary date.

## 8.2 Hire-In Rates

8.2.1 KVH agrees to give credit on a year for year basis for continuous, recent, applicable and verifiable job experience in a hospital or health care setting, in the same job they are assuming at KVH.

8.2.2 Internal and external candidates that bring transferable experience or skills from a different position that are deemed comparable by KVH may receive pro-rated credit based upon the essential duties and skills of their new job description. Continuous, recent experience shall be defined as experience without a break in service within five (5) years.

8.2.3 Human Resources shall notify the Union when any employees with the same or less experience are hired in at a step higher than other employees in that job classification. The affected employees will then be adjusted to match that rate of pay retroactive to the new hires date of employment. The Union or employees may also request a review if they believe this provision has been violated and Human Resources shall review and respond in writing no longer than thirty (30) days from the inquiry. Any adjustments shall be retroactive to that new employee's date of hire. If any employee leaves voluntarily and returns to a similar position within two (2) years, the employee shall be reinstated at no less than the step at which they were placed when they vacated the position.

Transition Plan:

1. Based on the employee's original application, calculate the step that each employee should be on had they been hired using the above methodology. All current employees will be notified of step change adjustment process on or before August 1st
2. Every employee should be notified that their review is complete, even if the review results in no change to their step placement
3. Allow a 30-day period for employees to file a formal petition for review
4. KVH shall respond to formal petition in writing within 14 days
5. Transition employees to the appropriate step on the wage scale on October 1, 2023

## 8.3 New Job Positions

In the event new job positions within the bargaining unit are created by KVH, the parties agree to negotiate a rate of pay for such new positions.

## **ARTICLE 9: SENIORITY LAYOFF RESTRUCTURE LOW CENSUS**

### **9.1 Definition of Seniority**

For benefit and layoff purposes: Seniority shall mean an employee's continuous length of service at Klickitat Valley Health from the original date of hire.

For hiring/transfer purposes: Seniority shall mean an employee's continuous length of service at Klickitat Valley Health from date of hire within a particular job class.

Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of hire.

Seniority for layoff purposes shall be calculated as of the end of the first full pay period ending immediately prior to the date upon which notice of Layoff is sent to the Union.

### **9.2 Loss of Seniority**

Seniority shall be terminated if an employee is absent due to illness or injury for more than twelve (12) consecutive calendar months or for a period equal to the employee's length of service (whichever is less), quits, retires or is discharged. Seniority shall also be terminated if an employee is laid off and not reinstated for more than the time periods specified in this Article.

### **9.3 Low Census**

Low census is defined as a decline in patient care requirements or workload in a particular department resulting in a temporary staff decrease. During temporary periods of low census, KVH will first ask for volunteers within the job position to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, KVH will endeavor to rotate low census equitably among all employees on the shift starting with the least senior employee first, providing skills, competence, ability and availability are considered equal as determined by KVH. Employees who are released from work for their entire shift during temporary periods of low census may be placed on standby status if required by KVH. Employees who are placed on low census standby may have up to 1 hour to return to work upon callback.

During temporary periods of low census, employees within a job classification in a department and shift will be released from work in the following order:

- (a) Volunteers
- (b) Agency ff travelers
- (c) Employees on overtime status
- (d) Per Diem employees
- (e) Employees scheduled to work extra shifts above their FTE

(t) Regular full-time and part-time employees. Preceptors and employees who are being precepted will not be subject to low census.

### 9.3.1 Low Census Limits

Non-voluntary low census will be limited to no more than two (2) shifts per pay period and no more than 120 hours per year for full-time and part-time employees. Employees may use PTO during low census. For employees receiving on-call pay, PTO may be used to supplement income.

Before assigning low census, KVH will try to offer other work to make up hours. This may include work in other departments, training, special projects, or cleaning duties. Employees are expected to accept alternate work if it is within their license or scope, and orientation is provided if needed.

If an employee declines in writing alternate work and chooses low census instead, the shift will count as voluntary low census and will not count toward the non-voluntary low census cap.

All low census hours will be treated as time worked for benefits.

If an individual volunteers to take a low census day off, that day shall be counted for purposes of the departmental rotation list. Employees who are subject to low census may use accrued PTO and such time will count in the low census rotations. Employees who receive on-call pay, may elect to use PTO time to supplement lost income due to low census. All hours reported as low census hours will be benefited as worked.

Prior to releasing employees on low census, the manager should attempt to identify alternative work to accommodate FTE hours which may include additional skills training, cross training in another department, special projects or professional development assignments.

## 9.4 Low Census Call-Back

Any employee who is asked to stay home or is sent home on a regularly scheduled work day due to low census and is placed on standby, shall receive on- call pay in accordance with this Agreement. If called back to work, the employee shall be compensated as outlined in Article 10.1.2 Call In. Employees subject to low census may volunteer to be assigned to other units if work is available and the employee is qualified.

## 9.5 Report Pay

Employees who report for work as scheduled (unless otherwise notified in advance) and are immediately released from duty by KVH for low census will receive the following minimum hours of pay at their base rate:

1. An employee scheduled to work an 8 hour work period will receive two (2) hours
2. An employee scheduled to work a 10-hour work period will receive three (3) hours.
3. An employee scheduled to work a 12-hour work period. will receive four (4) hours.

This commitment shall not apply when KVH has made a good faith effort to notify the employee at least one (1) hour in advance of the scheduled shift not to report to work. Documented attempts to reach the employee will be recorded. It shall be the responsibility of the employee to notify KVH of the employee's current address and phone number listed with the Human Resources Department. An employee's failure to do so shall excuse KVH from the notification requirement.

## 9.6 Layoff and Recall

**Layoff Defined:** A layoff is defined as a permanent or prolonged reduction in the number of employees or work week hours. Layoffs shall be by job position within a department. KVH retains the right to determine when and if layoffs are necessary as well as the number of employees who will be affected.

9.6.1 **Order of Layoff:** Agency and temporary personnel, travelers, probationary, per diem employees within the affected department will be released prior to laying off regular full-time or part-time employees, providing, skill, competence, and ability are considered substantially equal in the opinion of KVH. For regular full-time and regular part-time employees, the employee(s) with the least amount of seniority shall be laid off first, providing skill, competence and ability are considered substantially equal in the opinion of KVH. Prior to implementing a layoff, KVH will seek volunteers for layoff from among regular employees in those job titles and departments affected by the layoff. Open (vacant) positions for which affected workers may be qualified for will not be filled during the period beginning with the notice of layoff to the date of the layoff.

9.6.2 **Layoff Options:** An employee who is subject to layoff has the following options:

1. Accept a vacant position in accordance with this Agreement.
2. Be placed on the reinstatement roster for eighteen (18) months in accordance with clause 9.6.5 of this Article.

9.6.3 **Notice of Layoff:** Employees who are laid off will be given at least thirty (30) calendar days notice of layoff or will receive pay in lieu of notice for all scheduled days in that thirty (30) day period except for unforeseeable conditions preventing such notice which are beyond KVH's control. KVH will also provide the Union with at least thirty (30) calendar days notice prior to layoff of bargaining unit employees. At the same time it provides notice of layoff, KVH will also provide the Union with a list of bargaining unit employees subject to layoff, a seniority roster, and a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and title, and employment status (FTE and shift). Upon request, KVH and the Union will meet as soon as possible after KVH provides notice of layoff(s) for the purpose of reviewing employees subject to the layoff, the seniority roster, vacant bargaining unit positions, and the order of layoff, provide that such meeting shall not delay the layoffs.

9.6.4 **Reassignment:** In the event that a layoff results in more or fewer employees being assigned to a shift than required, KVH will seek volunteers to move to a different shift. If there are no volunteers, the least senior employee on the affected shift(s) will be reassigned provided that such reassignment does not result in an inappropriate skill mix on any particular shift.

9.6.5 **Reinstatement Roster:** Employees who elect to be placed on the reinstatement roster in accordance with this Agreement will remain on the reinstatement roster for the period specified. If the employee's original position in a department is reinstated while the employee is on the reinstatement roster, the displaced employee on the reinstatement roster has first preference in reclaiming the position. Employees on the reinstatement roster may

apply for any open position that becomes available. Such employees will have preference over other applicants, but will compete among themselves for open positions based on overall qualifications for the position in accordance with this Agreement. Notwithstanding the foregoing, transfer within a department will have preference over a recalled employee unless the recalled employee is from the applicable unit and is more senior. If an employee applies for and is offered an open position, they must accept it or they will be deemed to have resigned. To be considered, application must be made within the applicable posting period in accordance with this Agreement.

**9.6.6 Forfeiture of Reinstatement Rights:** An employee shall forfeit further reinstatement rights by failing to respond to a job offer from KVH regarding the employee's intent to return to work within seven (7) calendar days after the date the signed receipt of certified mail is received. Recall notice is sent by certified mail to the employee's last address on record with KVH.

**9.6.7 Per Diem Work:** A Per Diem employee on the reinstatement roster shall be eligible for Per Diem work. Acceptance of Per Diem work while on layoff shall not affect the employee's placement on the reinstatement roster.

**9.6.8 Employment Status During Layoff:** An employee on the reinstatement roster shall retain employment status and benefits accrued to the date of layoff, but shall not accrue seniority and benefits while on layoff. If reinstated, the employee shall have previously accrued seniority and eligible benefits restored subject to applicable state and federal laws. The employee shall again commence accruing seniority and benefits.

## 9.7 Insurance Benefits

KVH will pay its share of the insurance premiums for a laid-off employee for the remainder of the premium period (which is currently the calendar month) in which the layoff occurred. Laid-off employees may continue KVH's insurance under applicable Employer COBRA continuation policies while on layoff.

## 9.8 Department Restructure

In the event of a restructuring of an existing department or unit KVH will determine the number of regular full-time and regular part-time FTEs by shift and work period required for the new or restructured department. KVH will provide at least sixty (60) calendar days notice of such intended change, unless there is an emergency. In the case of an emergency, KVH will provide as much notice as is permissible under the circumstances. During the sixty (60) calendar day notice time frame, KVH will meet with the employees of the affected department(s) to discuss the reconfiguration of the FTEs and work periods in the department(s) and the new work schedules. Employees within a title may bid for the same FTE/same work period they had prior to the restructuring, based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of KVH. KVH will post a seniority list in the affected department. If through this bid process an employee is unable to retain the same FTE/same work period he/she had prior to the restructuring, he/she may bump to other FTE/work period within the employee's title based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of KVH. If an employee is not assigned a position in the new or restructured department, the employee shall be considered to be laid off and shall have the options identified in Section 9.6 of this Article.

## 9.9 Hour Reduction

If a permanent reduction in assigned hours of work is determined by KVH to be necessary, KVH will first ask for volunteers from the department and shift where changes are needed. When involuntary reductions are needed,

KVH will reduce the hours of the least senior person in the department and shift, subject to patient care needs, staffing considerations and hours of operation.

An employee who is assigned to an FTE status whose hours are involuntarily reduced more than .25 FTE shall have the following options:

- a. The employee shall, by seniority, be offered any vacant positions for which they are qualified prior to the vacant positions being offered to employees not subject to hours reduction.
- b. Accept the reduced hours. An employee choosing this option may elect to be placed on the reinstatement roster in accordance with Section 9.6, above.
- c. If the employee is not the least senior employee, the employee may displace the least senior employee in the job classification in the bargaining unit.

In the event that additional regular hours in a title become available on a continuing basis in the department, KVH will offer the hours of the regular continuing schedule to the most senior employee in the title who has had an FTE reduction under this Section within the preceding twelve (12) months.

## **ARTICLE 10: COMPENSATION**

### **10.1 Other Compensation**

10.1.1 **On Call/Standby.** Employees who are on-call shall be paid \$4.00 per hour on weekdays and \$5.00 per hour on weekends. On-call duty (time not worked) shall not be counted as hours worked for purposes of computing overtime or employee benefits.

10.1.2 **Low Census On Call.** Employees who are on-call as a result of being low censused from a regularly scheduled shift shall be paid \$6.00 per hour on weekdays and \$7.00 per hour on weekends.

10.1.3 **Call In.** If an employee is called in to work while on-call, the employee shall be guaranteed a minimum of one hour of pay at one and one half (1½) times the employee's base rate of pay and applicable shift differential, or as specified for the job classification in the designated appendix. An employee will be compensated for one (1) one-hour callback within each callback period and will be required to stay on-site during the callback period. There shall be no pyramiding or duplication of callback pay.

**Example:** If an employee that is on call is called in to work from 2am to 2:30am and is then called back to work from 2:40am to 2:55am, the employee would receive one (1) hour at one and one half (1 ½) the rate of base pay. If the employee were called in to work from 2am to 2:30am and then was called back at 2:45am and worked until 3:05am, the employee would receive two (2) hours at one and one half( 1 ½) times the rate of base pay.

10.1.4 **Work on Holidays.** Employees shall receive one and one half (1 ½) times their base rate of pay for all hours worked when any hours worked fall within any of the following Holidays. Work on holidays shall be rotated by the hospital based on seniority or unless mutually agreed upon in writing. The holiday is considered to begin at midnight (12:00 a.m.) on the holiday and ends at 11:59 p.m. on the holiday.

New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas. In addition to the holidays listed, eligible employees will receive one (1) paid "floating" day, which is included in the PTO accrual.

10.1.4.1 In observance of a holiday, if a department is closed the day before or the day after, an employee may choose to use “low census PTO” or “low census no PTO”.

10.1.5 **Shift Differentials**

Differentials	
Evening 3pm-11pm	\$ 2.00
Weekday night (Sunday thru Thursday)	\$ 5.50
Weekend day	\$ 2.50
Weekend evening (3-11PM, Sat-Sun)	\$ 3.50
Weekend day RN	\$ 3.50
Weekend night (Friday & Saturday)	\$ 7.00

10.1.5.1 **Differentials.** Employees who are called in to work outside their normal hours will receive the applicable shift differential for the hours worked during that shift. This differential chart applies to all employees.

10.1.6 **Certification Pay.** Employees certified by a nationally recognized specialty organization in the practice area of their primary assignment and pre approved by KVH may apply to receive one dollar and fifty cents (\$1.50) per hour over their base rate for all hours worked. KVH will provide a written statement to the affected employee if they’re denied. Maximum of two (2) certifications. A list of current approved certifications will be added to the employee handbook.

10.1.7 **BSN Differential.** Nurses who hold a BSN degree will receive \$2.00 per hour over their base rate for all hours worked.

10.1.8 **Recognition of Degrees.** Employees who hold any of the degrees below that may or may not be a requirement of their current job description will receive an hourly differential for all hours worked.

- Associates degrees that don’t specifically apply to the position- \$0.50 per hour
- Bachelors degrees that don’t specifically apply to the position- \$1.00 per hour
- Masters / PhD degrees that don’t specifically apply to the position \$1.50 per hour
- BSN or advanced degrees that specifically apply to the position- \$2.00 per hour

Degrees must be from an accredited institution. Maximum of 1 degree differential.

10.1.9 **Charge Nurse Pay.** Nurses performing Charge Nurse Duties assigned by KVH or with the approval of the Department Head shall receive two (\$2.00) dollars over their base rate of pay.

10.1.10 **Preceptor Pay.** A preceptor is an employee experienced and proficient in teaching and communication skills and is assigned by KVH the responsibility for planning, organizing and evaluating the training of newly hired

employees. Preceptors must complete a certification course provided by KVH and sign an addendum to the job description outlining the specific responsibilities. Based on the new employee's prior experience, a decision will be made as to whether an assignment of preceptor(s) or a general orientation will be applicable. At the time the assignment is made, an employee may refuse preceptor duties however the manager may at any time mutually agree to change the employee's preceptor assignment. An employee who does not wish to participate as a preceptor will not be penalized for that decision, provided that there are qualified employees, willing and available to precept, to meet KVH's requirements. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support, guidance, and orientation for new employees. A preceptor shall receive a premium of two dollars and fifty cents (\$2.50) per hour.

10.1.11 **Incentive Shifts.** KVH may declare incentive shifts by sending an Incentive Notice via any of the following: (a) notation on the department schedule within the scheduling system; (b) email to affected employees; (c) phone call to affected employees and/or (d) text/SMS message. KVH may use one or more methods. Each Notice will list the dates/shifts and the pay rate. There will be an equitable opportunity for all employees (nights and days) to pick up extra shifts. KVH may do this when staffing could put safe, timely care at risk or seriously disrupt operations. Examples include:

- a. many open shifts (for example, more than six in a pay period);
- b. expected staffing below the unit plan;
- c. a shift that must be filled with less than 24 hours' notice;
- d. a sudden jump in patients or patient needs (e.g., flu/RSV/COVID spikes);
- e. ED crowding with patients waiting for beds;
- f. extra surgeries or procedures added;
- g. isolation or grouping of patients that needs more staff;
- h. many unplanned absences or resignations;
- i. bad weather or outages (power, computers/EHR, phones);
- j. agency/traveler cancellations;
- k. project go-lives that need backfill; or
- l. regional capacity problems or transport diversions.

10.1.11.1 **Administration.** Incentive pay applies only to hours actually worked in designated incentive shifts and must be coded as directed. Unless the Notice states otherwise or law requires, incentive pay does not stack with other premiums for the same hours; double time will be paid. Incentives are temporary and non-precedent-setting.

10.1.12 **Lead Differential:** Employees appointed to the lead position by their department manager shall receive a premium of three (\$3.00) dollars per hour over their base rate for pay for all hours worked in that capacity.

10.1.13 **Emergency Assignment:** If an employee is temporarily assigned to their secondary job code within 48 hours of the shift, they shall be compensated at the higher rate of pay.

10.1.14 **Bilingual Certification.** A bilingual certification differential will be offered to bilingual employees who speak one of the top three secondary languages spoken in Klickitat County.

- \$1.00 per hour for KVH certified interpreter
- \$2.00 per hour for state certified medical interpreters (patient-facing positions only).

10.1.15 **Referral Bonus.** Employees may be eligible for a referral bonus for positions that are difficult to fill. The amount of the referral bonus will be determined by KVH at the time of the posting. One half of the referral bonus will be paid out to the referring employee in the paycheck following the date on which the new employee begins work, and one half after the new hire meets their 90 day probationary period. All job postings that reference referral bonuses will include the amount in the posting.

## **ARTICLE 11: HEALTH & WELFARE BENEFITS**

### **11.1 Medical Vision Dental Insurance**

11.1.1 **KVH Shall Manage the Insurance Plans.** The current insurance plans are offered for full time employees only and will be identified in a summary of benefits prepared by KVH on an annual basis and made available to all employees.

11.1.2 **Medical Vision Dental Insurance:** KVH is self-funded and as such, premiums and contribution amounts are determined annually based on the performance of the plan and claims experience in the previous plan year. KVH will work with the Union via the Benefits Committee (as defined below) to set contributions.

11.1.3 **Benefit Committee:** The Union and KVH will work jointly with the purpose of reducing the healthcare costs for both KVH and the employees of KVH. The Union and KVH would appoint a committee of equal number for the Union and KVH. The union appointed committee members will serve on paid time and the committee will designate a note taker that will report out minutes from the meeting via email to all employees.

11.1.4 In the event that KVH or the insurer proposes to cancel or materially change any existing program benefits during the term of this Agreement.

11.1.5 KVH will use its best efforts to secure another carrier to provide the same, or as similar as possible, level of benefits to employees. KVH expressly agrees to advise the Union of the pending change in benefits and meet for the purpose of negotiating the effects of any such proposed benefit changes in bargaining unit member coverage as defined in this Agreement. The language of this provision shall not be construed as a waiver, by either party, of the right to negotiate, if any, over any change in the insurance plan benefits.

### **11.2 Other Benefits**

All other benefits as listed below shall be managed by KVH, shall be identified in a summary of benefits prepared by KVH on an annual basis and shall be made available to all benefit-eligible employees. KVH may change, modify or discontinue other benefits during the term of this Agreement upon thirty (30) days written notice to the Union. Upon request by the Union, KVH will discuss such changes to modify or terminate such benefits but retains the sole discretion to implement such changes or termination.

#### **11.2.1 Life / Accidental Death and Dismemberment Insurance**

Available to full-time employees.

#### **11.2.2 Long-Term Disability Insurance**

Available to full-time employees.

**11.2.3 Retirement 403(b)**

Available to those meeting hours requirements of plan. The program is a tax-sheltered investment plan with KVH and employee contributions. KVH contributes two and one half (2 1/2%) of the annual gross on a monthly basis.

**11.2.4 Flexible Spending Account / Dependent Care Account**

**11.2.5 Health Savings Account**

For those enrolled in the High Deductible Health Plan. KVH will contribute \$600 annually or the decision of the Benefits Committee to this account, whichever is greater.

**11.2.6 Wellness Program**

Available to all employees.

**11.2.7 Medical Service Credit**

Medical Services Credit: A \$300 annual medical services credit is available to all Full-time employees and their dependents upon request. The credit may be applied to co-pays and co-insurance/deductibles for dates of service performed at KVH within the same calendar year.

**ARTICLE 12: PAID TIME OFF**

**12.1 Paid Time Off Program**

The purpose of the Paid Time Off Program (PTO) is to allow each eligible employee to utilize PTO as the employee determines best fits the employee’s personal needs and desires, including sick leave, medical appointments, personal time, holidays, or vacation.

**12.2 Eligibility**

PTO is available only to Full-Time and Part-Time employees. Eligible employees accrue PTO on a pro-rated basis; PTO use may begin after completion of the initial probationary period unless otherwise approved by KVH. Casual (per diem) employees are not eligible for PTO.

**12.3 Availability to Use**

PTO begins to accrue upon hire. Accruals are available for use in the pay period following successful completion of the probationary period. PTO may not be taken before it actually accrues.

**12.4 Accrual PTO**

Effective the first full pay period in July 2022: Accrual Chart for Full Time Employees – per hours paid each pay period. Part-time employees accrue on a pro rata basis, also based on hours paid.

**PTO Accrual Chart (Effective July 2022)**

Tier	Max Annual	Per HR Accrual	Max Bank	Annual Cash Out	Consecutive Time Off	Paid Sick Leave
------	------------	----------------	----------	-----------------	----------------------	-----------------

Hire – 2 years	176	0.0846	352	80	2 weeks	52 hours (equals 0.025 per hr)
3 – 5 years	196	0.0942	392	100	2 weeks	52 hours (equals 0.025 per hr)
6 – 8 years	216	0.1038	432	120	2 weeks	52 hours (equals 0.025 per hr)
9 – 11 years	236	0.1134	472	140	3 weeks	52 hours (equals 0.025 per hr)
12 – 14 years	256	0.1230	512	160	3 weeks	52 hours (equals 0.025 per hr)
15 – 17 years	276	0.1327	552	160	3 weeks	52 hours (equals 0.025 per hr)
18+ years	296	0.1423	592	180	4 weeks	52 hours (equals 0.025 per hr)

## 12.5 Scheduled PTO

PTO must be taken in one quarter (.25)-hour segments and must be used when taking authorized leave time not to exceed forty (40) paid hours in a work week. PTO will be scheduled by the Department Leader/designee. PTO requests must be submitted to the Department Director or designee in writing no later than fourteen (14) calendar days prior to the issuance of the monthly schedule.

## 12.6 Paid Time for Medical Absences

12.6.1 **Washington Paid Sick Leave (PSL).** In accordance with RCW 49.46.210, employees accrue one hour of Paid Sick Leave (PSL) for every 40 hours worked, or 0.025 hours on all paid hours. Employees begin accruing PSL immediately upon hire and may use their PSL after completing their 90 day probationary period. Up to 40 hours of PSL will roll over into the new calendar year. Any accrued hours in excess of 40 at the end of the year will be deposited into the PTO bank at the beginning of the following year. PSL is not eligible for cashout upon

termination. PSL should be used before PTO for planned or unplanned medical absences for the employee or their family.

**12.6.2 Washington Paid Family Medical Leave.** In accordance with RCW 50A.15, Paid Family and Medical Leave provides paid time off when an employee experiences a serious health condition, to care for a family member or a new child, or for certain military-related events. Employees must have worked 820 hours in Washington in the previous 12 months to qualify for this program. Job protection and benefits continuation is granted by KVH while on Washington Paid Family Medical Leave provided that the employee has worked for KVH for at least one year and worked 1,250 in the previous 12 months.

**12.6.3 Workers Compensation.** In the event of an occupational illness or injury, PTO may be used at the employee's request, for lost work time not covered by Workers' Compensation Insurance. PTO can be integrated with Workers' Compensation to the extent available to continue normal earnings.

#### **12.6.4 Occupational Injury/Illness**

**12.6.5 Leave for On-the-Job Injury/Illness.** In the event an employee is awarded Workers Compensation Insurance the Paid Administrative Leave will be first offered, then accrued leave may be used to supplement the amount received by an employee from Workers Compensation Insurance up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work.

**12.6.6 Job and pay protection and Rehire.** Job and pay protections, and employer-paid health insurance, will be provided only as required by law (for example, FMLA, Washington PFML, ADA/WLAD). When those legal protections end, KVH may fill the position if needed. If an employee is separated while on or after an accepted claim, KVH will place the employee on a Workers' Compensation Reinstatement Roster for up to 12 months. If medically released and qualified during that time, the employee gets preference for rehire to the former job (if open) or a comparable vacancy before outside hires, consistent with Section 9.6.5. Reasonable orientation may be required. Declining an offer, or not meeting release/qualification needs, ends roster rights.

**12.6.7 Transitional/Modified Assignment.** KVH and the Union are committed to removing barriers for employees who are able to return to temporary, alternative or modified work after an injury, illness or disability. KVH will make a good faith effort to provide return to work options to employees who are injured on the job and are medically released to modified duty and KVH and the Union will meet to discuss return-to-work options for the employee.

### **12.7 Notification of Absence**

Employees should try to give notice of their absence as soon as possible before commencement of the scheduled work day. In addition, Employees are required to notify KVH in accordance with department policies in advance of the scheduled shift. The Employee must also notify KVH for each day of absence if the employee is unable to work unless prior arrangements have been made with supervision. Failure to give the minimum proper notification will be grounds for progressive discipline up to termination of employment.

### **12.8 Proof of Illness**

KVH may require that an employee provide a physician's written verification of illness and inability to work in cases of unscheduled absences following three (3) or more consecutive work days of unscheduled absence.

## 12.9 Fitness for Duty

KVH reserves the right to require a medical determination for fitness for duty upon return from illness or injury.

## 12.10 Abuse of PTO

Failure of the employee to follow the PTO policy may result in discipline.

## 12.11 Unpaid Time Off

Employees must first exhaust their accrued PTO time before using authorized Unpaid Leave time (UTO) with the following exceptions:

12.11.1 **Collective Bargaining.** Employees who attend collective bargaining sessions on behalf of the Union may have such time charged as unpaid time off rather than PTO.

12.11.2 **Disaster Aid:** If KVH approves an employee's written request for absence from work to perform volunteer disaster relief service, the employee may use unpaid time off rather than PTO.

## 12.12 PTO Cash Out

Employees who have been continuously employed for one (1) year may request cash-out two (2) times per calendar year up to their max annual cash-out by tier. PTO cash out must be made in whole hour increments and the employee must retain a minimum of eighty (80) hours in their PTO to be eligible for cash out. PTO cash outs will be made on regularly scheduled pay days. Requests for cash-out must be made in Paycom at least three (3) weeks prior to the desired cash out. PTO cash out shall be made at the employee's base rate of pay in effect at the time the cash-out was requested.

12.12.1 **PTO Max Bank.** Employees who reach their max PTO bank will have the opportunity for one (1) additional PTO cashout of up to 80 hours.

## 12.13 Payment upon termination or status change

Upon termination of employment, an employee may be eligible for payout of PTO accrual earned but not used. PTO payout shall be made at the employee's base rate of pay at the time of termination. If the employee (1) resigns and gives fourteen (14) calendar days written notice, or (2) is laid off from employment with KVH (this does not include low census adjustments), the Employee shall receive a pay-off of accrued but unused PTO credits. Unless the employee is on a bona fide leave of absence at the time of notice, or has a documented illness, he or she must work all scheduled shifts during the notice period or shall not be eligible to receive payout of PTO. PTO does not accrue during the employee's notice period.

An automatic cash out of the PTO bank will occur when an employee reduces their status from Full-time or Part-time Core to Casual provided they submitted at least a fourteen (14) day notice of such change and met the payout criteria as stated above.

12.13.1 **Unused WA Sick Leave Cash Out.** Upon an employee's voluntary or involuntary separation from employment, the employee shall be paid for all accrued and unused WA sick leave at their regular rate of pay at the time of separation.

## ARTICLE 13: LEAVES OF ABSENCE

**13.1 In General.** All leaves of absence are to be requested from the employee in writing with thirty (30) days notice where possible, otherwise as far in advance as possible, stating the reason for the leave, the amount of time requested off, and the proposed start and return date. A written reply to grant or deny the request shall be given by KVH within thirty (30) days. A leave of absence begins on the first day of absence from work

Employees must use PTO leave before converting to an unpaid leave status. KVH reserves the right to require a medical determination for fitness for duty upon return from a leave of absence.

Failure to return from leave on or by the specified date forfeits the employee return rights.

### 13.2 Maternity Disability Leave

In the case of pregnancy, an employee will be granted a leave of absence for the period of the employee's temporary disability caused by pregnancy or childbirth as verified by a qualified health care provider.

### 13.3 Family and Medical Leave

Pursuant to the Family and Medical Leave Act of 1993 and the Washington State Family Medical Leave Act, eligible employees will be granted family/medical leave for up to twelve (12) weeks during a twelve (12) month period as provided by law:

1. to care for a newborn, newly adopted or newly placed foster child; or
2. to care for the serious health condition of one's child, spouse, domestic partner, or parent; or
3. to care for one's own serious health condition that makes the employee unable to perform the employee's job.

KVH shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

KVH may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. Use of paid leave time will be in accordance with the terms of the Washington State Family Care Act as amended. In addition, the employee is entitled access to other paid leave state funds provided for family leave under applicable Washington State Law.

### 13.4 Military Leave

Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned annual leave time. An employee who enlists or is drafted into the military service of the United States should be accorded those rights as set forth in the Uniformed Service Employment and Reemployment Rights Act and any other applicable federal and state law.

### 13.5 Leave without Pay

Employees on authorized leave without pay for twelve (12) months or less shall not accrue or lose seniority during the leave of absence.

### **13.6 Leave with Pay**

Authorized leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with KVH.

### **13.7 Return from Personal Leave**

Unless otherwise provided for herein or by law, employees who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening in his or her job position for which the employee is qualified, unless a more senior employee in the position and in the unit or department applies for the position. An employee awaiting return to work following a leave of absence may bid on vacant positions in the same manner as any other employee.

### **13.8 Jury Duty**

All full time and part time employees who are required to serve on jury duty or who are called to be a witness on behalf of KVH in any judicial proceeding, shall be compensated by KVH for the difference between their jury duty/witness fee pay and their base rate of pay and shall not be required to use PTO hours. KVH may request proof of the jury duty summons and attendance. If the employee is released from jury duty during a scheduled work period, the employee may return to work at the request of the supervisor. Night shift employees may elect to receive compensation under this section for either the shift before or following jury duty. KVH may request verification from the employee to confirm the basis for the leave.

### **13.9 Bereavement Leave**

Bereavement leave of up to three (3) days leave with pay for regularly scheduled hours of work shall be granted to a full-time or part-time employee because of death in his/her immediate or extended family. Employees shall be paid at their base rate of pay. Immediate family shall be defined as wife, husband, domestic partner, brother, sister, child, foster child, stepchild, parent, grandchild, grandparent, mother-in-law, or father-in-law of the employee, and any relations living in the employee's household. Extended family shall be defined as domestic partner, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, and nephew. KVH may request verification from the employee to confirm the basis for the leave.

An additional two (2) days of bereavement leave pay shall be granted with the loss of a child or a spouse / domestic partner or when an employee is required to travel more than 400 miles one way to attend the funeral or to complete arrangements.

### **13.10 Union Leave**

Employees who wish a leave for the purpose of attending and participation in union functions or programs, such as meetings, conventions, seminars or other meetings called by the union may request such leave under the following conditions:

- a. Use of approved PTO
- b. Take leave without pay

Subject to appropriate advance notice and scheduling requirements, employees may request a leave of absence up to three (3) weeks with guaranteed same job back without loss of benefits / seniority accrued to the date such leave commences. A maximum of one employee in the bargaining unit will be approved to be on leave at any one time.

## **ARTICLE 14: DRUG AND ALCOHOL USE**

### **14.1 Drug and Alcohol-Free Workplace**

KVH and the Union agree that employees in the workplace should be free from the effects of drug and alcohol use. Employees are prohibited from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances, narcotics, alcoholic beverage or smelling of alcohol on KVH premises, at work sites or when on call. Employees believed to be under the influence of drugs, narcotics, or alcohol, or smelling of alcohol, may be required to leave the premises and/or may be required to take a drug or alcohol test.

### **14.2 Drug and Alcohol Treatment**

KVH and the Union recognize that alcohol and chemical dependency can be chronic and treatable conditions. Subject to applicable regulatory rules, KVH and the Union support efforts which will enable the chemically impaired employee to remain in the medical field so long as performance and quality of care expectations are maintained. Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance. KVH and the Union will encourage and support employee participation in a treatment program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. However, the employee will not be allowed to return to work until certification is presented to the Human Resources Director that the employee is capable of performing his or her job. Employees are responsible for payment for any treatment program. The employee may use accrued PTO or medical leave of absence under the same terms as other health conditions. It is the intention of KVH to work with an employee to adjust their work schedule on an ad hoc temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. KVH and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and quality of care and for compliance with KVH's policies and procedures.

## **ARTICLE 15: COMMITTEES**

### **15.1 Labor/Management Committee**

KVH, jointly with employees selected by the Union, shall establish a Labor/Management Committee.

Although advisory in nature, the Committee will be expected to assist in the development of positive change which can be implemented by KVH with successful results. The Committee will review its progress and effectiveness annually. Minutes will be kept of each meeting for distribution to all members of the Committee. The Union and KVH will take turns taking and distributing meeting minutes.

15.1.1 The purpose of the Labor/Management Committee (Committee) shall be to foster improved communication between KVH and employees, to improve working conditions and patient/employee satisfaction, improve quality of nursing practices, staffing issues and to assist with personnel and mutual problems.

15.1.2 The function of the Committee shall be limited to an advisory rather than a decision-making capacity. The Committee will recommend solutions to identified problems. The Committee shall be established on a permanent basis and shall consist of not more than five (5) representatives each of KVH and the bargaining unit employees. The number of Committee participants may be amended by mutual agreement of KVH and the Union.

15.1.3 The Committee shall meet not less than bi-monthly or as often as mutually agreed. The Committee shall operate under guidance of co-chairs, one to be selected by KVH and one to be selected by the Union. The Committee shall prepare an agenda of topics to be discussed prior to the meeting date. The meeting will be no longer than two (2) hours in length.

### **15.2 Tuition Assistance Committee**

The union may appoint up to three (3) bargaining unit members to participate on the Tuition Assistance Committee which shall meet semi-annually and work jointly to explore options to expand and provide education opportunities and a career ladder for those employees who wish to stay with KVH.

### **15.3 Benefit Committee - see article 11.1.3**

### **15.4 Safety Committee - see article 17.1**

### **15.5 Compensation**

Employees shall be compensated at their base rate of pay for time spent in Committee meetings.

## **ARTICLE 16: STAFFING**

### **16.1 Staffing/Workload Concerns**

The Union and KVH acknowledge that together the parties endeavor to provide a level of staffing consistent with safe working conditions and the service the parties provide to the community. The parties are committed to the proposition that adequate staffing is necessary to meet the needs of our departments and to provide quality services.

Employee(s) who work in areas that are not nursing care units and who have concerns about staffing or workloads are encouraged to address the issues directly with their department leader. Many staffing/workload issues, if addressed with the department manager at the time of occurrence, can be resolved through adjustment in assignments or through the use of other staffing resources.

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

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

The parties recognize the final decision on staffing/workload issues rests with KVH whose responsibility it is to ensure that an appropriate level of service is provided. The determination of staffing/workload shall not be subject to grievance and arbitration, nor shall employees be subject to disciplinary action for utilizing this process.

The parties recognize the final decision on staffing/workload issues rests with KVH whose responsibility it is to ensure that an appropriate level of service is provided. The determination of staffing/workload shall not be subject to grievance and arbitration, nor shall employees be subject to disciplinary action for utilizing this process.

16.1.2 **Hospital Staffing Committee:** KVH and the Union share a commitment to safe, high-quality patient care. Consistent with state law, KVH maintains a Hospital Staffing Committee (“HSC”) to participate in a joint process regarding direct-care nursing staffing practices and to develop the hospital’s patient-care unit and shift-based staffing plan (“Staffing Plan”). This Clause governs HSC duties, Staffing Plan development/approval, posting, implementation, variance documentation, and complaint review. According to state law and KVH HSC Charter.

## **ARTICLE 17: HEALTH AND SAFETY**

### **17.1 General Duty & Compliance**

KVH will maintain a safe and healthful workplace in compliance with applicable federal, state, and local requirements. Employees are expected to follow KVH safety policies, infection-prevention procedures, and Employee Health (EH) requirements.

### **17.2 Safety Committee**

KVH will continue a safety committee consistent with applicable regulations. The committee reviews safety events, hazards, and prevention strategies and may recommend education or corrective measures. KVH will endeavor to include one representative from each department. Bargaining-unit participants, if any, will be scheduled on paid time.

### **17.3 Employee Health (EH) Program**

KVH maintains an Employee Health program that sets onboarding, annual, and situational requirements for infectious-disease screening, immunization, exposure management, and return-to-work (RTW) clearance.

- a. EH requirements may be updated to reflect current law and public-health guidance; KVH will communicate changes and effective dates.
- b. Required EH services (e.g., KVH-directed vaccinations, testing) are provided at no cost to the employee.

### **17.4 TB Testing**

All employees will be tested at no cost for Tuberculosis as required by law. Any employee at the request of KVH or employee may be tested more frequently consistent with existing protocols.

### **17.5 Hepatitis B Vaccine**

KVH will provide, free of charge, Hepatitis B vaccine to those employees who desire the immunization consistent with existing protocols.

### **17.6 COVID**

17.6.1 COVID Testing. In the absence of a known exposure outside of KVH, any employee who has had an exposure or is having symptoms, may request an in-house COVID-19 test at no cost to the employee.

17.6.2 COVID Vaccine. KVH will provide, free of charge, COVID vaccine to those employees who desire the

immunization consistent with existing protocols.

17.6.3 COVID Return to Work Clearance. Following COVID illness, employees may be cleared for return to work through KVH Express Care at no cost to the employee. This provision will sunset on 12/31/2023 unless mutually agreed to extend.

## **ARTICLE 18: GRIEVANCE PROCEDURE**

### **18.1 Grievance Defined**

A grievance is defined as an alleged breach of the terms and conditions of this Agreement. Grievances must be brought by individual employees. Resolutions to grievances that impact more than one employee shall be applied consistently with, and subject to, other areas of this agreement.

### **18.2 Time Limits**

Time limits set forth in the following steps refer to calendar days and may only be extended by mutual written consent of KVH and the Union. A time limit which ends on a Saturday, Sunday or a holiday as designated in this Agreement shall end at 4:30 p.m. on the next following business day. If the grievance is not presented within fourteen (14) calendar days from the occurrence or knowledge of its occurrence said grievance shall be waived and forever lost. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of KVH to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step through Step

3 without any action necessary on the part of the employee. Requests for arbitration must be specifically requested as provided for in this Agreement. No grievance, request to move to another step, grievance response, or request for Arbitration may be submitted via email only. The time limits set forth in this grievance procedure may only be extended by mutual agreement in writing between the Union and KVH.

### **18.3 Grievance Procedure**

A grievance shall be submitted in accordance with the following procedure:

Step 1. Employee and Department Leader/Designee.

If an employee has a grievance, the employee shall meet with the employee's Department Leader/Designee and present the grievance in writing within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. If the grievance is not presented within fourteen (14) calendar days from its occurrence or knowledge of its occurrence said grievance shall be waived and forever lost. A Union Delegate shall be present if requested by the employee. If a Union Delegate/Representative participates in the grievance meeting, the Human Resources Director or designee may also be present at this Step 1 meeting. Upon receipt thereof, the Leader/Designee shall attempt to resolve the problem. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. The Leader/Designee shall meet with the employee and delegate or union delegate at the first step of the

process and respond in writing to the employee within ten (10) calendar days following receipt of the grievance indicating that the matter has been mutually resolved or the grievance is denied. The employee will sign any response confirming that the matter has been mutually resolved.

#### Step 2. Employee, Union Delegate/Representative and Human Resources.

If the grievance is not resolved to the employee's satisfaction at Step 1, the employee shall present a written grievance to Human Resources within seven (7) calendar days of the Department Leader's decision. The grievance shall specifically include a description of the alleged breach, articles violated and specific resolution desired. A meeting between the employee (and a Union Delegate/Representative, if requested by the employee) and the Human Resources Director shall be held within ten (10) days for the purpose of resolving the grievance. The Human Resources Director shall respond in writing to the employee within fourteen (14) calendar days following the grievance meeting indicating that the matter has been mutually resolved or the grievance is denied. The employee will sign any response confirming that the grievance has been mutually resolved.

#### Step 3. Employee, Union Delegate/Representative and CEO.

If the grievance is not resolved at Step 2, the employee shall present the written grievance within seven (7) calendar days of the Step 2 response to the KVH CEO or designee. Within ten (10) calendar days thereafter, there shall be a meeting with the KVH CEO (or designee), and the Human Resources Director may be present. The CEO, or designee, will issue a written response within fourteen (14) calendar days following the meeting.

#### Step 4. Mediation (optional).

Both parties must agree to mediation in writing. If one or both parties do not agree to mediation then the union may proceed to Step five (5) within seven (7) calendar days of receiving notice from KVH. If the parties agree to mediation, the following shall apply:

The written grievance may be submitted by the union within fourteen (14) calendar days after the step three (3) decision to the PERC for mediation.

If mediation fails to resolve the grievance, the grievance may be submitted by the union to arbitration. Such submittal must be within fourteen (14) calendar days from any of the following: the mediator's impasse, a written declination by a party to mediate, or the step three (3) response if neither the union nor KVH requested mediation. The submittal must be in writing and served on the other party.

#### Step 5. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the date the response was sent to the Union. If KVH and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators, who are attorneys, or who are on the PERC dispute resolution list or who are members of the National Academy of Arbitrators, shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within sixty (60) calendar days of the close of the hearing or the receipt of post hearing briefs, whichever is later, The arbitrator's decision shall be

final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

## **ARTICLE 19: UNINTERRUPTED PATIENT CARE**

It is recognized that KVH 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. KVH agrees that during this same time period, there shall be no lockouts.

## **ARTICLE 20: COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, KVH and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have not been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed 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.

## **ARTICLE 21: GENERAL PROVISIONS**

### **21.1 State and Federal Law**

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

## 21.2 Amendments

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

## ARTICLE 22: SALE OR TRANSFER

### 22.1 Notification

KVH will notify any legal successor about this agreement and will encourage any such successor to adopt this agreement.

### 22.2 Intent to Sell or Transfer


KVH will give the Union one hundred and twenty days' (120) advance written notice of its intent to sell or transfer any part of its operations covered by this Agreement.


## ARTICLE 23: DURATION

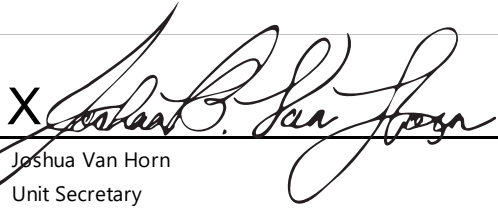
This Agreement shall be effective upon ratification of this Agreement by KVH and the Union and shall remain in full force and effective to and including October 31, 2029. Should either party desire to modify or terminate this Agreement on October 31, 2029, it shall serve written notice upon the other party at least ninety (90) days prior to that date.

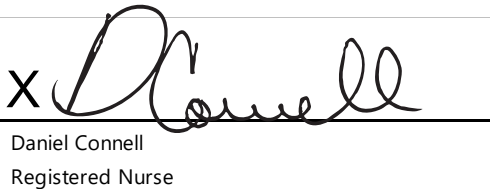
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 10th day of October, 2025.

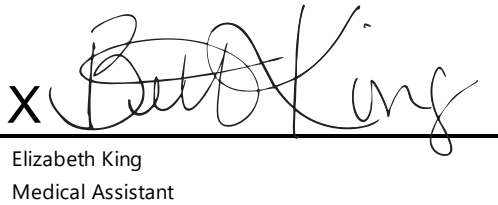
X   
Jonathan Hatfield  
Chief Executive Officer Klickitat Valley Health

X   
Jane Hopkins RN  
President of SEU Healthcare 1199NW

X   
Jaclyn Olivas  
Lead Organizer and Lead Negotiator

X   
Joshua Van Horn  
Unit Secretary


X   
Daniel Connell  
Registered Nurse

X   
Elizabeth King  
Medical Assistant

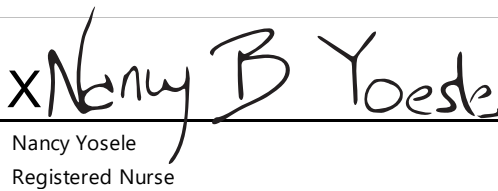
X   
Paul Wilhelm  
Facilities Engineering

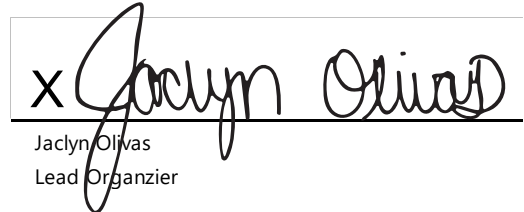
X   
Jessica Green  
Medical Assistant

X   
Shelby Berkompas  
Organizer

X   
Nicole West  
Registered Nurse

X   
Alesha Hodge  
Organzier

X   
Nancy Yosele  
Registered Nurse

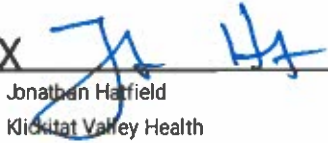
X   
Jaclyn Olivas  
Lead Organzier

## Memorandum of Understanding – One

### PTO Donation Form

Within one hundred and twenty (120) days post ratification will refine and communicate a process and a policy for PTO Donations, including for use during bargaining negotiations.

X



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Jonathan Hatfield  
Klickitat Valley Health

X



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Jane Hopkins  
SEIU Healthcare 1199NW, Date

**MEMORANDUM OF UNDERSTANDING - TWO**

**REPRESENTATION OF  
HOME HEALTH  
7/1/2022**

Klickitat Valley Health agrees to recognize SEIU 1199NW as the sole and exclusive representative of its Home Health employees should the service be reinstated during the term of this contract and pursuant to Article One: Recognition.

X   
\_\_\_\_\_  
Jonathan Hatfield  
Klickitat Valley Health, Date

X   
\_\_\_\_\_  
Jane Hopkins  
SEIU Healthcare 1199NW, Date

## Memorandum of Understanding – Three

### Security Personnel – Policies and Procedures

One hundred and eighty (180) days post ratification of this agreement members from SEIU and KVH management will jointly establish the policies and procedures pertaining to the job descriptions on the duties and responsibilities for the security personnel.

X



Jonathan Hatfield  
Klickitat Valley Health, Date

X



Jane Hopkins  
SEIU Healthcare 1199NW, Date





\$24.53	\$25.03	\$25.54	\$26.06	\$26.59	\$27.14	\$27.68	\$28.23	\$28.80	\$29.37	\$29.96
\$19.25	\$19.65	\$20.05	\$20.46	\$20.87	\$21.30	\$21.73	\$22.16	\$22.60	\$23.06	\$23.52
\$22.91	\$23.38	\$23.86	\$24.34	\$24.84	\$25.35	\$25.85	\$26.37	\$26.90	\$27.44	\$27.99
\$22.21	\$22.66	\$23.13	\$23.60	\$24.08	\$24.57	\$25.06	\$25.56	\$26.07	\$26.60	\$27.13
\$20.67	\$21.09	\$21.52	\$21.96	\$22.41	\$22.86	\$23.32	\$23.79	\$24.26	\$24.75	\$25.24
\$23.16	\$23.64	\$24.12	\$24.61	\$25.11	\$25.63	\$26.14	\$26.66	\$27.20	\$27.74	\$28.29
\$22.03	\$22.48	\$22.94	\$23.41	\$23.89	\$24.37	\$24.86	\$25.36	\$25.87	\$26.38	\$26.91
\$22.77	\$23.24	\$23.71	\$24.19	\$24.69	\$25.19	\$25.70	\$26.21	\$26.73	\$27.27	\$27.81
\$28.19	\$28.76	\$29.35	\$29.95	\$30.56	\$31.18	\$31.81	\$32.44	\$33.09	\$33.76	\$34.43
\$19.16	\$19.55	\$19.95	\$20.36	\$20.77	\$21.20	\$21.62	\$22.05	\$22.49	\$22.94	\$23.40
\$25.65	\$26.18	\$26.71	\$27.26	\$27.81	\$28.38	\$28.95	\$29.53	\$30.12	\$30.72	\$31.33
\$25.01	\$25.52	\$26.04	\$26.57	\$27.11	\$27.67	\$28.22	\$28.78	\$29.36	\$29.95	\$30.55
\$47.57	\$48.54	\$49.53	\$50.55	\$51.58	\$52.63	\$53.68	\$54.76	\$55.85	\$56.97	\$58.11
\$19.64	\$20.04	\$20.45	\$20.86	\$21.29	\$21.72	\$22.16	\$22.60	\$23.05	\$23.52	\$23.99
\$22.67	\$23.13	\$23.60	\$24.08	\$24.58	\$25.08	\$25.58	\$26.09	\$26.61	\$27.15	\$27.69
\$19.70	\$20.10	\$20.52	\$20.93	\$21.36	\$21.80	\$22.23	\$22.68	\$23.13	\$23.59	\$24.07
\$23.36	\$23.84	\$24.32	\$24.82	\$25.33	\$25.84	\$26.36	\$26.89	\$27.43	\$27.97	\$28.53
\$25.72	\$26.24	\$26.78	\$27.33	\$27.88	\$28.45	\$29.02	\$29.60	\$30.19	\$30.80	\$31.41
\$31.60	\$32.25	\$32.91	\$33.58	\$34.26	\$34.96	\$35.66	\$36.37	\$37.10	\$37.84	\$38.60
\$22.58	\$23.05	\$23.52	\$24.00	\$24.49	\$24.98	\$25.48	\$25.99	\$26.51	\$27.04	\$27.59
\$20.01	\$20.42	\$20.84	\$21.26	\$21.70	\$22.14	\$22.58	\$23.03	\$23.49	\$23.96	\$24.44
\$29.37	\$29.97	\$30.58	\$31.20	\$31.84	\$32.49	\$33.14	\$33.80	\$34.48	\$35.17	\$35.87
\$40.47	\$41.30	\$42.14	\$43.00	\$43.88	\$44.77	\$45.67	\$46.58	\$47.51	\$48.46	\$49.43
\$34.03	\$34.72	\$35.43	\$36.15	\$36.89	\$37.64	\$38.40	\$39.16	\$39.95	\$40.75	\$41.56
\$20.25	\$20.66	\$21.08	\$21.51	\$21.95	\$22.40	\$22.85	\$23.30	\$23.77	\$24.24	\$24.73
\$25.37	\$25.89	\$26.42	\$26.96	\$27.51	\$28.07	\$28.63	\$29.20	\$29.79	\$30.38	\$30.99
\$39.26	\$40.06	\$40.87	\$41.71	\$42.56	\$43.43	\$44.30	\$45.18	\$46.09	\$47.01	\$47.95
\$20.21	\$20.62	\$21.04	\$21.47	\$21.91	\$22.36	\$22.80	\$23.26	\$23.72	\$24.20	\$24.68
\$45.78	\$46.71	\$47.66	\$48.64	\$49.63	\$50.64	\$51.66	\$52.69	\$53.74	\$54.82	\$55.91
\$22.47	\$22.93	\$23.40	\$23.88	\$24.36	\$24.86	\$25.36	\$25.87	\$26.38	\$26.91	\$27.45
\$21.64	\$22.08	\$22.53	\$22.99	\$23.46	\$23.94	\$24.42	\$24.91	\$25.40	\$25.91	\$26.43
\$18.93	\$19.31	\$19.71	\$20.11	\$20.52	\$20.94	\$21.36	\$21.78	\$22.22	\$22.66	\$23.12
\$27.22	\$27.77	\$28.34	\$28.92	\$29.51	\$30.11	\$30.71	\$31.32	\$31.95	\$32.59	\$33.24
\$19.85	\$20.26	\$20.67	\$21.09	\$21.52	\$21.96	\$22.40	\$22.85	\$23.31	\$23.77	\$24.25
\$34.87	\$35.58	\$36.31	\$37.05	\$37.80	\$38.57	\$39.35	\$40.13	\$40.94	\$41.75	\$42.59
\$21.31	\$21.75	\$22.19	\$22.64	\$23.11	\$23.58	\$24.05	\$24.53	\$25.02	\$25.52	\$26.03
\$37.45	\$38.21	\$38.99	\$39.79	\$40.60	\$41.43	\$42.26	\$43.10	\$43.97	\$44.85	\$45.74
\$20.39	\$20.80	\$21.23	\$21.66	\$22.10	\$22.55	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90

