

Agreement between SEIU Healthcare 1199NW
& St. Joseph Medical Center

**St. Joseph Medical Center
2023–2028 Contract
Licensed Practical Nurses**



SEIUHealthcare®
United for Quality Care

2023 - 2028

AGREEMENT

between

ST. JOSEPH MEDICAL CENTER

and

SEIU HEALTHCARE 1199NW

(LICENSED PRACTICAL NURSES)

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2023-2028

EMPLOYMENT AGREEMENT

By and Between

ST. JOSEPH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW

LICENSED PRACTICAL NURSES

PREAMBLE

This Agreement is made and entered into between St. Joseph Medical Center, hereinafter referred to as the "Employer," or the "Medical Center," and SEIU HEALTHCARE 1199NW, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the representative for all Licensed Practical Nurses working in the capacity of Licensed Practical Nurses at St. Joseph Medical Center, hereinafter referred to as "LPNs".

ARTICLE 2 - MANAGEMENT RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Medical Center including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct LPNs and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire LPNs; to promote and transfer LPNs; to discipline or discharge LPNs for just cause; to lay off LPNs; to recall LPNs; to require reasonable overtime work of LPNs under limited circumstances required by Senate Bill 6675 (Prohibition of Mandatory Overtime); and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

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

ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

3.1 Membership. All LPNs working under this Agreement who are members of the union on its effective date and all LPNs who become members of the Union during their employment shall remain members in good standing for the life of the Agreement. New LPNs hired on or after the effective date of this Agreement shall be required to join the Union within thirty-one (31) days from the employee's date of hire or, in the alternative, shall pay to the Union an amount of money equivalent to the initiation fee, and each month thereafter, an amount of money equivalent to the regular Union dues as agency fees. LPNs who choose not to join the Union or pay agency fees based on a bona fide religious tenet shall pay the same amount of money to a non-religious charity. The Union will accept the receipts as Union dues. Failure to comply with the above conditions shall, upon the written request of the Union, result in the discharge of the employee in accordance with the provisions of this Agreement. Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request termination of such employee.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each LPN authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such LPN.

3.3 Bargaining Unit Roster. Upon ratification and signing of this Agreement, and monthly thereafter, the Employer shall supply the Union with a roster containing the names, addresses, telephone numbers, classification, employee status (FTE), shift, hire date, hourly rate of pay, gross earnings, and employee identification number for all LPNs employed at the Medical Center and covered by this Agreement. This list will be submitted electronically in Excel format.

3.4 Delegates. The Union may select employees from the bargaining unit to function as delegates. Delegates shall only be recognized by the Employer upon written notification of official designation from the Union.

Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during the non-working time of both the delegate and the individual LPN(s), and shall not interfere with the work of other employees.

3.5 New Employee Orientation. A union delegate/officer or designee may meet with new employees following hospital orientation (on the delegate/officer's unpaid time) to introduce employees to the Union and Union contract. Attendance for the delegate and new employee(s) shall be voluntary and on unpaid time. The Employer will provide a list of bargaining unit attendees, including cell phone and personal emails when known by the Employer, that are scheduled to attend the orientation held by the Employer by the Friday prior to orientation. The employer cannot guarantee the accuracy of the list. The employer will notify the union if the orientation ends significantly earlier than scheduled.

3.5.1 Virtual New Employee Orientation. During the life of this contract, if the Medical Center holds New Employee Orientation virtually, the Medical Center shall provide the Union with a list of new hires every two weeks, including name, employee ID, job title, FTE, address, and home telephone number. In addition, the Union may provide the Employer with an information flyer, or handout concerning a virtual "welcome" meeting that the Employer will share with new bargaining unit employees. The Employer will notify the union 30 days in advance of converting to in-person orientation and section 3.5 applies.

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

3.7 Contract. The Employer shall distribute a copy of this Agreement to each LPN presently employed and to all newly hired LPNs at the time of hire. Union membership applications and payroll deduction cards will be attached to the Agreement. The cost of printing the Agreement shall be borne by the Union.

3.8 Bulletin Board. In addition to existing bulletin boards, space will be made available on a bulletin board designated by the Employer in a non-public area in each department in which employees represented by the Union regularly work. Such boards shall be used for official Union notices. All postings must be initialed and dated by a delegate or union representative or carry the Union logo. A designated Union delegate will have a key to any locked Union bulletin boards. The Union will provide a copy of the posted materials to the Vice President, Human Resources or designee at or prior to the time of posting. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.9 Voluntary Political Action Fund. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form that complies with WAC 390-17-100. The minimum deduction will be one dollar and fifty cents (\$1.50) per pay period. Each such form shall be provided to the Employer. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.9.1 Reimbursement for Reasonable Costs. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse St. Joseph Medical Center (SJMC) for the reasonable cost of administering the COPE check off in the parties Collective Bargaining Agreement. SJMC and the Union agree that one quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover SJMC costs of administering the check off. Accordingly, the parties agree that SJMC 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 SJMC for its reasonable costs of administering the check off.

3.10 Meeting Rooms. In accordance with Medical Center policy, the Union may use designated meeting rooms of the Medical Center for meetings of the bargaining unit, provided sufficient advance request for meeting facilities is made to the designated management coordinator and space is available.

3.11 Negotiations Release Time. Subject to patient care requirements, the Employer will make a good faith effort to provide release time for employees participating in contract negotiations for at least one (1) employee per work area. The employee shall be responsible for requesting the time off from their supervisor within a reasonable time frame following confirmation of bargaining dates.

ARTICLE 4 – DEFINITIONS

4.1 Full-time Licensed Practical Nurse. An LPN who is regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period, and who has successfully completed the required introductory period.

4.1.1 An LPN regularly scheduled to work three (3) twelve (12) hour shifts within a week shall be regarded as a full-time LPN.

4.2 Regular Part-time Licensed Practical Nurse. An LPN who is regularly scheduled to work at least sixteen (16) hours per week, but less than forty (40) hours per week or thirty-two (32) hours within a fourteen (14) day period, or a twelve (12) hour shift LPN who is regularly scheduled to work at least thirty-six (36) hours in a fourteen (14) day period, and who has successfully completed the required introductory period.

4.2.1 Supplemental Part-Time LPN. An LPN who works less than sixteen (16) hours per week or thirty-two (32) hours in a fourteen (14) day period on a regularly scheduled basis, or an LPN who works on an unscheduled basis and commits to work five (5) shifts per month, including one (1) full weekend of two (2) shifts or, in the alternative, work a minimum of three (3) weekends per month. Supplemental part-time LPNs may be required to work two (2) holidays per calendar year, one of which will be Thanksgiving, Christmas Eve, Christmas Day, or New Year's Day. Supplemental part-time LPNs may be scheduled for shifts which are open after regular part-time and full-time LPNs have been scheduled for their budgeted FTE. Supplemental LPNs shall not accrue seniority except for the purpose of job openings.

4.3 Introductory Licensed Practical Nurse. An LPN who has been hired by the Employer on a full-time or part-time basis and has been continuously employed by the Employer as a regular status LPN for less than ninety (90) calendar days. After ninety (90) calendar days of continuous regular status employment, the LPN shall be designated as a full-time or part-time LPN unless specifically advised by the Employer of an extended introductory period (not to exceed an additional sixty (60) days), the conditions of which shall be specified in writing. During the introductory period, the Employer retains the right to terminate introductory LPNs without notice and without recourse to the grievance procedure. Introductory LPNs are not required to give twenty-one (21) days' notice of intention to terminate.

4.4 Temporary Licensed Practical Nurses. Temporary LPNs are hired for a definite limited period of time, generally not to exceed ninety (90) calendar days in length. An example would be vacation relief for a predetermined work schedule, a special project or filling a position for an LPN on an approved leave of absence. Temporary LPNs will be ineligible for benefits and longevity steps. In the event a temporary LPN is transferred to regular status with no break in service, the LPN's employment anniversary date will be established as the beginning of the temporary employment. This will have the effect of counting all employment for Paid Time Off, health insurance and retirement.

4.5 Per Diem Licensed Practical Nurse. An LPN hired to work on an intermittent basis during any period when additional work requires a temporarily augmented work force. Per diem LPNs shall not accrue seniority, longevity steps, or any benefit compensation.

4.5.1 Any per diem employee who works on a regularly scheduled basis at least sixteen (16) hours per week averaged over a six (6) month period may request a review of the employee's position to determine whether it should be converted to a regular position and posted. Such requests shall be made in writing by the per diem employee to the manager and will be subject to a good faith review within thirty (30) calendar days. This review shall not apply to per diem employees who are working the hours on a temporary basis to cover vacations, sick calls or leaves of absence, to cover posted, vacant positions or for special projects. If the manager determines the hours are to be posted, the provisions of Article 5.9 - Job Openings shall apply. If the manager determines the hours will not be posted, the Union may appeal to the Human Resources Department, which will make the final determination based on the previous history of hours worked and other relevant considerations. Any per diem employee who has applied and been selected for a position will have their introductory period waived if they have worked in the same department and same job classification for six months and worked an average of sixty-four (64) hours per pay period.

4.5.2 Per Diem. A per diem employee must be available a minimum of three (3) scheduled shifts each month, or the equivalent in a six (6) month period at the approval of the Department Manager/Director, as well one (1) of three (3) summer holidays (Memorial Day, Independence Day, or Labor Day) and one (1) of three (3) winter holidays (Thanksgiving Day, Christmas Day, or New Year's Day).

4.6 Time Definitions. Time worked, time paid for but not worked (excluding standby) and "cut hours" shall count up to a total of eighty (80) hours per pay period in the accrual of time for seniority purposes and the accrual of Paid Time Off benefits. Such time shall also count toward eligibility for flexible benefits.

4.7 Preceptor Program. A Preceptor is an experienced licensed practical nurse who is assigned specific responsibility for planning, organizing, teaching and evaluating the new skill development of an LPN employed by the Employer who is participating in a specific program. Inherent in the Preceptor role is the responsibility for specific, criteria-based, and goal directed education for a specific period. Preceptor responsibilities will be considered when making patient care assignments. The Employer will first seek volunteers before making preceptor assignments.

It is understood that LPNs in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new LPNs without receiving preceptor pay. This would include the providing of informational assistance, support and guidance to new LPNs on the unit.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Notice of Resignation. LPNs who have completed the required introductory period shall be required to give at least twenty-one (21) days' written notice of resignation. The Employer and the Union encourage LPNs to give more advance notice so as to further enhance the Employer's chance of keeping a stable staffing pattern. Failure to give the required written notice shall result in loss of accrued benefits.

5.2 Discipline and Discharge. No full-time, part-time, or supplemental part-time LPN shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the LPN. LPNs shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. An LPN may request the attendance of a Union representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action.

5.3 Employer Meetings. LPNs shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer. LPNs will be paid a minimum of two (2) hours when coming to the Medical Center for mandatory meetings on a scheduled day off.

5.4 Personnel Files. LPNs shall have access to their personnel file. Written personnel action forms in duplicate shall be used to specify conditions of hiring, change in status, pay, shift, or leave of absence. The LPN shall be given one copy of this form. LPNs 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 any reason has occurred during this one (1) year period.

5.5 Floating. Except in emergencies, LPNs will only be required to float to those areas within the Medical Center where they have received recent adequate orientation. LPNs shall not be required to perform tasks or procedures for which they have not been currently trained or to which they have not been recently oriented.

5.6 Orientation. The objectives of orientation shall be to familiarize new personnel with the objectives and philosophy of the Medical Center and nursing service, to orient new personnel to Medical Center policies and procedures, and to instruct new LPNs as to their functions and responsibilities as defined in their job descriptions. Orientation will consist of a basic comprehensive program in which the LPN will be oriented through a combination of instructional conferences, floor and/or shift work. Through the nursing Conference Committee, suggestions for additions, modifications and deletions or orientation content may be discussed.

5.7 Direct Deposit of Payroll Checks. The Employer will deposit an employee's earnings each pay period into a bank account designated by the employee. The employee will receive a direct deposit pay stub reflecting number of hours worked, rates of pay, accruals for PTO and net pay deposited to the employee's account.

5.8 Paycheck Errors. In the event the Employer or the LPN identifies a paycheck error, each must notify the other in writing within thirty (30) days of the pay error. The error will be corrected within thirty (30) days of the date of notification of the error. Neither party will have a responsibility to make any adjustments beyond the notification date. Correction of a significant error that creates a financial hardship will be expedited upon employee request.

5.9 Job Openings. Notices of vacancies in existing positions shall be posted for seven (7) calendar days in advance of filling the position in order to afford current employees the first opportunity to apply. Notice of vacant positions will be posted on the employer website. To be considered for any job openings, an employee must complete and submit an application for transfer through the employer website. The status of an employee's application will be e-mailed to the employee. Assistance will be provided to the employees to set up and access e-mail accounts in the Human Resources Department.

5.9.1 Qualified applicants from the same department as the vacancy will have priority over other applicants. When a regular job opening occurs within the bargaining unit, seniority with the Employer shall be the determining factor in filling such vacancy, providing skill, competency, ability and prior job performance are not considered to be overriding factors in the opinion of the Employer. Members on the recall roster will have preference over other members for job openings they are qualified for.

5.9.2 For positions not filled based on 5.9.1, qualified bargaining unit applicants will have priority over all other applicants. When a regular job opening occurs within the bargaining unit, seniority with the Employer shall be the determining factor in filling such vacancy, providing skill, competency, ability and prior job performance are not considered to be overriding factors in the opinion of the Employer.

5.10 Equal Opportunity. The Employer and Union agree that conditions of employment shall be consistent with applicable State and Federal laws regarding discrimination. The Employer and the Union shall not discriminate on account of an employee's race, creed, color, religion, age, sex, marital status, veteran's status, national origin, citizenship, language, expression/gender identity, genetic information, disability, sexual orientation, or presence of any sensory mental or physical disability, provided that bona fide occupational requirements and the ability to perform the requirements of the job are not thereby waived.

5.11 Residency Program. Any LPN who voluntarily enters into the Medical Center's Residency Program will be bound by the terms of the Residency Program Agreement, including a requirement to repay the organization for training if the LPN resigns prior to fulfilling an 18 month commitment of employment with SJMC.

5.12 Contracting Out. The Employer shall give the Union at least forty-five (45) days advance notice prior to subcontracting work that will result in a layoff of bargaining unit members. Upon request of the Union, the parties will meet within this forty-five (45) day time period to consider Union recommended alternatives. This agreement to meet to consider Union recommended alternatives is not intended to create a duty to bargain over the decision; however, this Agreement is not intended as a waiver by the Union of any right it may have to bargain over the effects of a layoff, where that right would otherwise exist.

5.13 Harassment. The Employer is committed to providing a work environment free from unlawful harassment, including sexual harassment. The Employer will not tolerate unwanted touching, jokes, or other forms of harassing behavior based on an individual's protected status (as listed in Section 5.1). Reprisal against a grievant or witness for a grievant is prohibited.

5.14 Duty to Report. Employees who have knowledge of harassment or discrimination in the work environment shall have a duty and an obligation to report such information in writing to the Human Resources Department or the Corporate Responsibility Alert Line at 1-800-845-4310 for appropriate investigation and follow-up. Reprisal against a grievant or witness is prohibited. Any bargaining unit member engaging in any form of discrimination or harassment will be subject to appropriate corrective action, up to and including termination of employment.

5.15 Workplace Violence Prevention Plan. The Employer is committed to providing its employees with a nonviolent workplace and will not tolerate workplace violence. To support this commitment, the Employer will maintain a Workplace Violence Prevention Plan that includes the elements of Risk Assessment and Analysis, Risk Reduction Strategies, Incident Response Procedures and Periodic Review of the Plan.

5.15.1 The Employer will provide effective de-escalation training options as may be appropriate for acute care bargaining unit members.

5.15.2 Language Protection. Employees have the right to communicate with each other in a language of their choice when not engaged in direct communication with, or while providing care or services, to a patient. When providing care, employees should not engage in a conversation of a social nature with each other that does not relate to the care of the patient. Nothing herein is intended to limit employees rights under the NLRA.

5.15.3 Restroom Equity. The Employer shall provide all employees with adequate access to the nearest available all-gender restroom.

5.15.4 Religious Accommodation. The Employer will make every effort to reasonably accommodate the religious beliefs and practices of its employees, and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on operations. An employee whose religious beliefs or practices conflict with an aspect of their job, and who seeks a religious accommodation, must submit a written request to their immediate supervisor. The written request will include the type of religious conflict that exists and the employee's suggested accommodation. The immediate supervisor and Human Resources representative will evaluate the request and determine whether an accommodation is available that would not create an undue hardship on operations or patient care. Accommodations may be discussed in the labor management committee. Employee Identifiers (Name) will be excluded if the employee wishes to remain anonymous.

ARTICLE 6 – SENIORITY

6.1 Seniority shall be defined as a full-time or part-time LPN's continuous length of service based on hours compensated, not to exceed 2080 hours annually (excluding standby), from most recent date of hire. Cut hours off shall be included for purposes of accrual of seniority. Seniority shall not apply to an LPN until completion of the required introductory period. Upon satisfactory completion of this introductory period, the LPN shall be credited with seniority from most recent date of hire. Regular LPNs who change to per diem status or to a non-bargaining unit position and subsequently return to a regular status bargaining unit position within one (1) year without a break in employment shall retain previously accrued seniority. If an LPN terminates but is re-employed within one (1) year, the Employer will credit the LPN with prior bargaining unit seniority. An LPN re-employed within one (1) year shall be placed at the same step of the pay scale that the LPN previously occupied. A per diem employee who has had his/her position converted to regular status and whose introductory period has been waived as described in Section 4.5.2 shall also be credited with seniority from the most recent date of hire.

6.2 Seniority shall be terminated by the following:

- a. Resignation
- b. Discharge
- c. Retirement
- d. Layoff of more than twelve (12) months

6.3 Layoff. A layoff is a permanent or prolonged reduction in the number of LPNs employed by the Medical Center. In the event of a layoff, seniority shall be the determining factor providing that skill, competency and ability in a specific area are considered equal in the opinion of the Employer. Twenty-one (21) days' advance notice or pay in lieu of notice shall be given to the Union and to those LPNs affected by the layoff. Upon request, the Employer and the Union will meet to review the order of layoff.

6.4 Recall. LPNs on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of layoff, providing skill, competency and ability are considered equal as determined by the Employer. Subject to the above qualifications, LPNs on layoff shall be entitled to reinstatement prior to any LPN being newly hired. Upon reinstatement from such roster, the LPN shall have all previously accrued benefits and seniority restored. This paragraph shall not apply to LPNs on introductory status.

6.5 Seniority Roster. In the event of a layoff, a seniority roster will be available at the Human Resources Department at least twenty-one (21) days in advance with a copy provided to the Union.

6.6 Low Census. The Employer shall apply a system of flexible staffing to accommodate fluctuating patient census and staffing requirements. When scheduled staff exceeds patient care needs, the Employer would intend to reduce its staff in the following cut order:

- First Cut Agency
- Next Cut LPNs working in any time and one-half (1 1/2) or double time (2x) condition (excluding LPNs receiving rest between shift premium pay)
- Next Cut Requested cut (volunteers)
- Next Cut Per Diem
- Next Cut Supplemental Part-time
- Next Cut Part-time working above their FTE
- Next Cut Mandatory rotational cut to include full-time, part-time and temporary LPNs

Cut hours will be applied in the above order by seniority in the clinical group providing skill, competency, and ability are considered equal by the Employer. When making staffing decisions prior to the beginning of the shift, all LPNs within a clinical group will be considered as one staff for the purpose of cut hours. LPNs experiencing reduced hours will be given first consideration for additional hours of work provided they notify management in writing of the dates and shifts they are available. If an LPN is inadvertently cut out of turn, the mistake will be remedied on the next rotation or as soon as possible.

The Employer will give at least one and one-half (1 1/2) hours' notice in advance of the scheduled shift of pending cut hours. If the Employer does not attempt to notify the employee at least one and one-half (1 1/2) hours in advance of the shift and the employee reports to work, the employee will be provided at management's discretion, with four (4) hours of work, or four (4) hours of pay at straight time.

Twice annually, on April 1 and October 1, the cycle of applying cut hours will start over utilizing an updated seniority roster in each clinical group.

6.6.1 Clinical Groups. For purposes of this section, a clinical group (a-m) is defined to include the following nursing units:

- a. Medical, Surgical, Rehabilitation, Inpatient Oncology
- b. Inpatient Mental Health Unit
- c. ICU, CCU, CSU, Neuro and PCU
- d. OPRDU/ARDU
- e. Emergency Department
- f. Perioperative Services
- g. Women's Care Center
- h. Same Day Surgery, Tacoma & Gig Harbor
- i. GI Lab
- j. Cardiac Catheterization Lab
- k. Diagnostic Imaging
- l. Ambulatory Care Center
- m. Cardiac Rehab

6.7 Unit Merger and/or Restructure. In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing unit that results in a change to the core schedule, the Employer will determine the required number of full time and part time FTEs by shift. LPNs will be provided with the opportunity to indicate preference for a position on the merged or restructured unit. A listing of the FTEs for each shift will be provided to LPN's. Within no less than five days of receiving the listing, each LPN shall submit to the Employer a list ranking the LPN's personal preferences. LPNs will be placed by seniority and preference providing skill, competency and ability are considered equal in the opinion of the Employer. For purposes of this section, employees shall only identify preferences that reflect their current FTE and shift. This section shall not apply to a change in an individual's start time.

6.8 Staffing for Quality Care and Services. The parties agree there should be an adequate number of staff in all departments and on each shift to maintain safe, quality care. Staffing levels shall be determined by management. Staffing takes into consideration the magnitude and variety of the activities needed on a particular shift. Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of the supervisor as soon as the problem is identified.

1. Employee(s) believing there is a continuous staffing problem which may include low census and/or the inability to receive rest periods and lunch breaks, or excessive workloads (hereafter referred to as "staffing concerns") are encouraged to address the issues immediately with their supervisor. In addition, employees may choose to document significant concerns and provide that documentation to management. Such documentation can also be emailed to management and the HR Director. The staffing matrix or protocol for each area will guide staffing decisions.

2. Continuous or potential staffing concerns discussed with the supervisor that have not been resolved will be addressed to the Department Director. The Department Director will respond within fourteen (14) calendar days.
3. If the matter is not satisfactorily resolved by the Department Director, the matter may be referred to the Labor Management Committee for further review. The Labor Management Committee shall review and may make written recommendations as it deems advisable to the President or his/her designee.
4. If there is no consensus with the Labor Management Committee, either party may make a written recommendation to the President of the Medical Center. The President or his/her designee shall respond in writing within thirty (30) day of receipt. His/her decision shall be final.
5. Emergency situations requiring immediate attention may be brought directly to the HR Director to determine appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Labor Management Committee meeting; or (3) escalating the issue to the President.
6. Job Vacancy Status. When the Employer intends not to fill a vacancy it will be put on the agenda at the monthly Labor Management Committee.

St. Joseph Medical Center will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management Committee; or an employee who notifies the Labor Management Committee, direct supervisor or the hospital administration of his or her concerns about staffing.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours or ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours, or twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours. The Employer shall provide forty-five (45) days' advance notice to the LPN of the establishment or discontinuance of a ten (10) or twelve (12) hour shift.

7.2 Work Week. The normal workweek shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period. The work day and/or work week as specified in this Article shall not constitute guaranteed hours of work. Subject to patient care considerations, the Employer will make a good faith effort not to schedule employees six (6) or more consecutive days.

7.3 Innovative Schedules. Innovative work schedules may be established in writing by the Employer with the consent of the LPN involved and prior notification to the Union for the purposes of developing the terms and conditions of the new work schedule. An established innovative work schedule may be discontinued by either party giving the other party at least forty-five (45) days' advance written notice of discontinuance. Should LPNs indicate an interest in discontinuing an innovative schedule, such interest must be evidenced in writing by a majority of the LPNs working the innovative schedule.

7.4 Overtime. Overtime shall be discouraged, but when worked shall be compensated for at the rate of one and one-half times the regular rate. Time worked beyond the established workday or standard weekly pay period shall be considered overtime. All overtime must be approved in advance by the supervisor. The rate of pay used in computing overtime shall include any applicable shift differential. Overtime shall be computed to the nearest 15 minutes. When an LPN works a double shift the last four (4) hours will be paid at the rate of double the LPNs regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime.

7.4.1 12-Hour Shifts. If an LPN works two (2) hours or less of overtime, overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. If an LPN works more than fourteen (14) consecutive hours, all overtime shall be paid at the double time (2x) rate of pay.

7.4.2 The Employer agrees that any assignment of overtime will be consistent with state law (SB6675) which, subject to certain exceptions, prohibits required overtime of licensed practical nurses. (For exceptions, see Appendix A)

7.5 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2x) or double time (2x) except as per section 10.7. When an LPN is eligible for both time and one-half (1 1/2x) and double time (2x) pay, the LPN will receive the highest pay rate.

7.6 Scheduled Days Off. Full-time LPNs called in on their scheduled day off shall be paid at the rate of time and one-half (1 1/2) their regular rate of pay.

7.7 Meal/Rest Periods. LPNs shall receive an unpaid meal period of one-half (1/2) hour. LPNs required to remain on duty or in their work area during their meal period shall be compensated for such time at the appropriate rate of pay. It shall be the responsibility of the LPN to notify the supervisor if the LPN is unable to take a meal break. LPNs shall receive one (1) fifteen (15) minute paid rest period during each four (4) hours of work. The application and administration of this section shall be consistent with state law.

7.8 Rest Between Shifts. Each LPN shall have an unbroken rest period of at least eleven (11) hours between shifts unless mutually agreed to between the LPN and Employer. All time worked within the eleven (11) hour requirement and continuing until the completion of the shift shall be paid at the overtime rate. This section shall not apply to in-service education offerings, committee meetings, staff meetings or to standby and callback assignments pursuant to Article 9.

7.8.1 12-Hour Shifts. For twelve (12) hour shifts, the rest between shift commitment shall be ten (10) hours, otherwise the provisions of 7.8 shall apply.

7.9 Scheduling. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. The Employer shall determine and post work schedules fourteen (14) calendar days immediately preceding the date on which the schedule is effective. Except for emergency conditions involving patient care and low census conditions, posted schedules may be amended only by mutual agreement. Any increase in scheduled hours of work for part-time LPNs will be discussed and mutually agreed upon prior to posting the work schedule, except for holiday coverage. Employee initiated changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

7.10 Weekends. Full-time and regular part-time LPNs will be given every other weekend off. Any time worked on the weekend scheduled off shall be paid for at the rate of time and one-half (1 1/2). The weekend shall be defined for day and evening shifts as both Saturday and Sunday; for night shift the weekend shall be both Friday and Saturday night. LPNs who wish to trade weekends must submit such request in writing to management for approval. Such trades shall not result in additional overtime expense for the Employer. The Employer reserves the right to schedule LPNs for extra weekend duty consistent with patient care requirements, and overtime will be paid when applicable as defined above. The Employer will ask for volunteers prior to prescheduling extra weekend duty. This provision shall not apply to supplemental LPNs.

7.11 Rotating Shifts. It is not the intent of the Employer to schedule LPNs to rotate shifts on a regular basis except by mutual agreement with the LPNs involved. Such mutual agreement may be made a condition of employment at the time of hire.

ARTICLE 8 - COMPENSATION

8.1 Wage Rates. LPNs shall be paid in accordance with the following hourly wage schedule:

Effective	Ratification	Nov 1, 2025	Nov 1, 2026	Nov 1, 2027
Base	\$27.34	\$28.43	\$29.57	\$30.75
Step 1	\$28.16	\$29.29	\$30.46	\$31.68
Step 2	\$29.01	\$30.17	\$31.38	\$32.64

Step 3	\$29.88	\$31.08	\$32.32	\$33.61
Step 4	\$30.77	\$32.00	\$33.28	\$34.61
Step 5	\$31.70	\$32.97	\$34.29	\$35.66
Step 6	\$32.65	\$33.96	\$35.32	\$36.73
Step 7	\$33.62	\$34.96	\$36.36	\$37.81
Step 8	\$34.12	\$35.48	\$36.90	\$38.38
Step 9	\$34.63	\$36.02	\$37.46	\$38.96
Step 10	\$35.51	\$36.93	\$38.41	\$39.95
Step 11	\$36.04	\$37.48	\$38.98	\$40.54
Step 12	\$37.21	\$38.70	\$40.25	\$41.86
Step 13	\$37.77	\$39.28	\$40.85	\$42.48
Step 14	\$38.33	\$39.86	\$41.45	\$43.11
Step 15	\$39.10	\$40.66	\$42.29	\$43.98
Step 16	\$39.50	\$41.08	\$42.72	\$44.43
Step 17	\$39.89	\$41.49	\$43.15	\$44.88
Step 18	\$40.70	\$42.33	\$44.02	\$45.78
Step 19	\$41.10	\$42.74	\$44.45	\$46.23
Step 20	\$41.52	\$43.18	\$44.91	\$46.71
Step 21	\$41.93	\$43.61	\$45.35	\$47.16
Step 22	\$42.35	\$44.04	\$45.80	\$47.63
Step 23	\$42.78	\$44.49	\$46.27	\$48.12
Step 24	\$43.20	\$44.93	\$46.73	\$48.60
Step 25	\$43.64	\$45.39	\$47.21	\$49.10

Per Diem: Step plus 15%

8.1.1 Premium in Lieu of Benefits. Benefit eligible (.4 FTE+) LPNs may elect to receive a premium of fifteen percent (15%) added to the LPN's base rate according to the longevity schedule in lieu of all benefits except pension contributions for eligible employees. This election must occur during the initial benefit enrollment period after the date of hire or change to benefit eligible status, at annual open enrollment, or after a qualifying life event, providing the LPN presents the Employer with written evidence that the LPN is covered by health insurance elsewhere. LPNs will be given advance notice of enrollment dates. After the decision to receive either wages plus benefits or wages plus premium pay in lieu of benefits has been made by the LPN, no change in that compensation status will be allowed except as provided herein.

8.2 Date of implementation. Longevity steps will be effective the pay period closest to the LPN's anniversary date. Increases in wage rates (8.1) and premium pay (Article 9) shall become effective the first full payroll period on or after the date designated.

8.3 Experience Credit. All Employees hired during the term of this agreement shall be given full credit for continuous recent applicable experience as determined by the Employer when placed on the wage scale. An employee shall not experience a reduction in pay if hired in a wage step higher than applicable experience.

- A. For an LPN with less than one full year of prior recent continuous experience as an LPN, the LPN shall be employed at the base rate.
- B. For an LPN with at least one full year of prior, recent, continuous experience as an LPN, the LPN shall be employed at not less than the longevity step that matches the LPN's number of full years of prior recent continuous experience as an LPN.

Recent continuous experience shall be defined as clinical LPN experience in an accredited hospital or clinic, or long term care facility without a break in LPN experience which would reduce the level of practical nursing skills, in the opinion of the Employer.

8.3.1 If a new employee is hired into a position at a step higher than that of a current employee in the same position with equivalent or greater work experience, the current employee will be placed at the same step as the new employee effective the first full pay period following the hire date of the new employee.

8.4 New Job Classifications. Should a new job be created within the bargaining unit or an existing job substantially modified, the employer shall provide written notice to the Union, including the description and proposed rate of pay, at least fourteen (14) days prior to the implementation of the new or revised position. The Employer and the Union shall meet to discuss the rate of pay established for such classification.

ARTICLE 9 - PREMIUM PAY

9.1 Shift Differential. LPNs assigned to work a majority of hours after 5 p.m. (second shift) shall be paid a shift differential of one dollar and eighty-five cents (\$1.85) per hour over the hourly rate of pay. Shift 2: Effective November 1, 2026, increase to two dollars (\$2.00). LPNs assigned to work a majority of hours after 11 p.m. (third shift) shall be paid a shift differential of three dollars (\$3.00) per hour over the hourly rate of pay.

9.1.1 12-Hour Shifts. LPNs assigned the day shift shall receive their regular rate of pay. LPNs assigned the night shift shall receive the third shift differential.

9.2 Standby Pay. Standby pay shall be at the rate of four dollars and twenty-five cents (\$4.25) for each hour on standby status. An LPN required to remain on premises shall be paid at time and one-half (1 1/2) when applicable. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits.

9.3 Callback. Any time worked in callback shall be compensated for at the rate of one and one-half (1 1/2) times the LPN's regular rate of pay, with a four (4) hour minimum. Callback shall not apply when the LPN reports for work in advance of the assigned shift. Callback pay shall not be pyramided and shall not be paid more than once for the same hours. Standby pay will cease when an employee reports for callback duty.

9.3.1 G.I. Callback Relief. If, as a result of significant callback activity, an employee cannot function with reasonable skill and safety during his/her next scheduled shift, the employee should immediately notify his/her immediate supervisor. The supervisor shall take all practical measures to transition the employee's duties as soon as possible. The employee will be required to use PTO, and once time off is granted, it will not be counted as SNO on the employee's attendance record.

9.4 Weekend Premium Pay. Any LPN who works on a weekend shall receive two dollars and twenty-five cents (\$2.25) per hour for each hour worked on the weekend in addition to the LPN's regular rate of pay. Effective November 1, 2024, an employee who works on a weekend shall receive two dollars and fifty cents (\$2.50) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for overtime premium pay calculations unless required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for voluntary educational purposes. If attendance at an educational meeting on a weekend is required and there are no other options, with prior approval, this section shall apply.

9.5 Preceptor Pay. Any LPN assigned as a preceptor shall receive a premium of one dollar (\$1) per hour.

9.6 Work in Advance of Shift. When a LPN is required to report for work in advance of the assigned shift and continues working through the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one halftimes (1 1/2X) the straight time rate of pay.

9.7 Lead Pay. An employee assigned by the employer as a lead shall receive one dollar and fifty cents (\$1.50) per hour over the regular rate of pay for all hours worked in a lead position. Effective November 1, 2026 increase to one dollar and eighty-five cents (\$1.85).

9.8 Mileage. Employees will be reimbursed for the business use of their personal automobile at the standard mileage rate authorized by the United States Revenue Service (IRS) and in accordance with the hospital’s Reimbursement Policy for actual mileage in excess of daily commute and other necessary costs associated with transportation such as parking and bridge tolls.

ARTICLE 10 - PAID TIME OFF

10.1 Eligibility. Full-time and part-time LPNs who have successfully completed ninety (90) calendar days of regular status employment, and who have not elected the premiums in lieu of benefits.

Effective Dates for <u>Accrual Rates</u>	Annual <u>PTO</u>	Accruals <u>EIB</u>	Maximum	
			<u>PTO</u>	<u>EIB</u>
0-4 years	200	48	368	824
5-9 years	240	48	448	824
10-19 years	280	48	528	824
20+ years	320	48	608	824

10.2 Accrual Rates. Paid Time Off will accrue on all hours and low census hours not to exceed 2080 hours each benefit year of employment. Accrual rates will begin at the date of hire.

10.3 Access. Paid Time Off (PTO) and Extended Illness Bank (EIB) are intended to compensate employees who are absent from work for time they would have been scheduled to work. Employees are requested to provide as much notice as possible. Employees are asked to submit requests by March 1 of each year for the May 1 through December 31 timeframe. Employees shall be notified of vacation approval/denial by March 31. Such vacation requests shall be granted on the basis of seniority. In the event an employee is denied his/her first and second choice of vacation, the employee will have the option of taking time off at another time or receiving the time in wages. Vacation scheduling around holidays will be equitably rotated.

For vacation requests to have time off from January 1 to May 1, the Employer will respond within thirty (30) days of request. PTO will be granted on a first come, first serve basis. For vacation requests made after April 1, the Employer will respond within thirty (30) days of the receipt of the request. After April 1, PTO will be granted on a first come, first serve basis. A paid time off request is required in writing at least thirty (30) days in advance. Employees may, at their option, use or not use accrued PTO for low census days.

10.3.1 In the case of illness or other personal emergency, the employee is requested to notify the supervisor immediately, but not less than two (2) hours prior to the beginning of that shift. The Medical Center will consider six (6) occurrences within twelve (12) consecutive months to be acceptable. Consecutive days off for the same illness or emergency, either Paid Time Off or EIB shall be considered one occurrence.

10.3.2 Prime Time. Prime time periods are defined as the period from May 15 through September 15 and the period from December 15 through January 5. Requests for prime time PTO submitted by April 1 will be approved on the basis of seniority, provided, however, that in the event of conflicting requests for the same time period, LPNs may not be granted the same prime time period off two (2) years in a row if such granting would result in the denial of PTO for another LPN. In addition, the employer may limit an LPN's PTO to two (2) calendar weeks during any single prime time period, if permitting such leave beyond two (2) weeks would result in another LPN not being able to take PTO during that same prime time period.

10.4 Extended Illness Bank (EIB). EIB has been established to provide coverage to employees who have a catastrophic illness or a need to be away from the work place for an extended illness or injury, or for inpatient or outpatient surgery. Employees may access the EIB account after the third (3rd) consecutive work day (after the second [2nd] consecutive work day for twelve [12] hour shifts) of an illness, injury or upon the first (1st) day of hospitalization or outpatient surgery for themselves or an eligible family member in accordance with 10.4.1, below.

Once an employee qualifies/accesses the EIB account, then all hours will be paid out of the EIB account as they apply to the event. November 1, 2012, the employee's access to EIB will commence from the seventeenth (17th) hour forward and will not be applied retroactively to any hours previously paid as PTO.

Immediate access to EIB (without waiting period) is available due to inpatient hospitalization (exclusive of Emergency Room visits) or outpatient surgery of the employee, or of the employee's eligible family member.

10.4.1 Family Care Act of 2003. Pursuant to the Family Care Act (RCW 49.12.265 *et. seq.*), an employee shall have access to PTO and EIB in accordance with the access provisions set forth in this Agreement to care for (1) and employee's child who has a

health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law, or grandparent of the employee with a serious health and/or emergency condition.

10.5 Management of Hours. Employees may transfer Paid Time Off hours to the EIB account. Employees may not transfer EIB hours to the Paid Time Off account.

10.6 Rates of Pay. Paid Time Off and EIB hours shall be compensated at the employee's regular rate of pay.

10.7 Premium Pay Days (Holidays). The Medical Center will not pay holiday pay in the traditional sense. Under the Paid Time Off Program, the employee is free to designate which holidays to observe. Some departments may choose to close on certain days of the year. Employees should check with their supervisor for a list of those days.

The Medical Center will pay any employee working on a designated Premium Pay Day time and one-half (1 1/2) for all hours worked on the Premium Pay Day. Premium pay hours worked shall count as time worked in computing overtime hours in the work period. In providing Premium Pay Day coverage, managers will first ask for volunteers.

If enough volunteers are not found, managers will rotate Premium Pay Days on an equitable basis yearly. Premium Pay Days are as follows:

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

The time period from 3:00p.m. December 24 to 11:00 p.m. December 25 shall be recognized as Christmas Day. The time period from 3:00p.m. December 31 to 3:00p.m. January 1 shall be recognized as New Year's Day.

10.7.1 PTO for Alternative Holidays. SJMC acknowledges there are many different and diverse holidays and traditions celebrated within the staff and culture at SJMC. Therefore, in accordance with department time off request requirements, employees may make single day PTO requests for alternative holidays, subject to departmental and patient care considerations. Requests will not be unreasonably denied.

10.8 Cash Out Option. St. Joseph Medical Center will allow PTO cash outs in accordance with IRS regulations. An eligible employee may elect to cash out up to 50% of his or her PTO accrual (up to 120 hours). Employees electing to receive cash in lieu of paid time off must indicate their interest in doing so by making an irrevocable election during the November Annual Open Enrollment timeframe each year prior to accruing the time off in the following year.

For example, during November an employee may make an irrevocable election to cash out up to no more than 50% of the PTO hours they will accrue in the next calendar year, not to exceed one hundred twenty (120) hours.

Note: Employees accruing PTO at the 200 hour tier level may elect to cash out up to 100 hours of PTO in the following year. Employees may elect to receive their cash out in one of the following ways:

- 100% of election amount paid by December 31(not to exceed 120 hours or 100 hours for those accruals at the 200 tier level)
- 50% of election amount paid by July 31 (not to exceed 60 hours) and the remaining 50% paid by December 31(not to exceed a total of 120 hours or 100 hours for those accruals at the 200 tier level)

PTO cash out requests will be made via the Annual Open Enrollment online system and must be made during the Annual Open Enrollment timeframe. Employees who elect a PTO cash out will accrue their elected PTO cash out hours in a separate balance which will be visible on the pay stub. Employees will only have access to these accrued hours for purposes of elected cash out. Employees who elect a pay out twice per year and who have not accrued 50% of their election by July will receive the amount they have earned toward their election and the remaining hours will be paid at the time of their December pay out.

Employees who experience a reduction in their overall PTO accrual (i.e. change in hours worked, etc.) or who stop accruing PTO due to a leave of absence or reaching the annual maximums for example may not reach their full cash out election amount and as such will only be paid what they have accrued toward the cash out election at the time of the payout. Additionally, the employer shall provide a cash out option for unforeseeable emergencies and in an amount reasonably necessary to satisfy the emergency need consistent with the U.S. Department of Treasury regulations.

Employees terminating employment with St. Joseph Medical Center shall not be subject to the limitations above and shall be paid at 100% in accordance with Article 10.12 of the Collective Bargaining Agreement.

10.9 Depletion of Accounts. Employees who have depleted Paid Time Off and EIB accounts may apply for a Leave of Absence governed by the Leave of Absence provisions of this contract.

10.10 Use of Paid Time Off. Employees are encouraged to use at least eighty (80) hours of Paid Time Off per year for vacation. Employees may access Paid Time Off hours to cover low census days. Employees may not utilize any Paid Time Off/EIB hours that would result in a negative balance. Employees may not access Paid Time Off while receiving Workers' Compensation. However, employees may access up to two (2) hours per day of EIB for the number of scheduled days of work while receiving Workers' Compensation.

LPNs working ten (10) hour days may access up to two and one-half (2 1/2) hours per day and LPNs working twelve (12) hour shifts may access up to three (3) hours per day of EIB while receiving Workers' Compensation.

10.11 Termination of Benefits. Employees who terminate in good standing will be paid as follows:

- a. Paid Time Off accounts paid at 100%
- b. EIB accounts paid at:
 - 1 - 14 years Paid at 0%
 - 15 - 19 years Paid at 10%
 - 20 - 24 years Paid at 15%
 - 25+ years Paid at 50%

ARTICLE 11 – EMPLOYEE BENEFITS

11.1 Benefits Plan. All full-time and part-time LPNs who are scheduled to work thirty-two (32) hours or more per pay period are eligible to enroll in the Employer's benefit program on the first of the month following thirty (30) days of regular status employment. For those LPNs who are regularly scheduled to work at least forty-eight (48) hours per pay period, the Employer will provide a medical and dental option that pays the employee premium and fifty percent (50%) of the cost of dependent coverage. All part-time LPNs who are regularly scheduled to work thirty two (32) to forty-seven (47) hours per pay period will be able to participate in benefits as defined in the Employer's benefit program, which will provide a medical and dental option that pays fifty percent (50%) of the cost of employee-only coverage and a portion of the dependent premium.

11.2 Workers Compensation. The Employer shall provide Workers' Compensation insurance or equivalent for all employees. The Employer may deduct only the amount mandated by law to be deducted from employee's pay.

11.3 Transitional Duty. The Employer will make a good faith effort to provide return to work options through the Employer's Transitional Duty Program to employees who are injured on the job and are medically released to modified duty. Any such assignment will be consistent with the medical restrictions certified by a physician. Employees offered work through the Transitional Duty Program may not decline assignments that match the shift and hours of their previous assignment.

11.4 Unemployment Compensation. The Employer shall provide Unemployment Compensation insurance for all LPNs as required by law.

11.5 Tax Sheltered Annuity Plans. A tax sheltered annuity plan(s) will be provided to all eligible full-time and part-time LPNs for employee contributions. Eligibility requirements shall be defined in the plan documents. LPNs will be notified in advance of open enrollment dates.

11.6 Life Insurance. A group life insurance plan will be provided for all employees who work forty-eight (48) or more hours per pay period. LPNs will be notified in advance of open enrollment dates.

11.7 Retirement Plan. The Employer will provide a retirement plan for its employees.. Retirement benefits, eligibility requirements for participation including eligible hours and contribution rates shall be defined by the Employer's plan.

11.8 Plan Changes. Participation in the Employer's Flexible Benefit Plan and any other benefits set forth in this Article 11 shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current plan(s) or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation.

ARTICLE 12 - LEAVE OF ABSENCE

12.1 In General. All leaves of absence must be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days of the request. All leaves of absence shall be without pay unless specifically provided for herein. A leave of absence begins on the first day of absence from work.

12.2 Disability (Maternity and Health) Leave. A leave of absence for health reasons shall be granted upon the recommendation of a physician for the period of disability up to six (6) months, without loss of benefits to the date such leave commences. A maternity leave shall be granted for the period of temporary physical disability.

12.3 Family Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. If family leave exceeds twelve (12) weeks, the employee shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year. If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The Employer may require or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave. Alleged violations of the family leave provisions shall be submitted to the grievance procedure set forth herein in accordance with the family leave law.

12.4 Paid Educational Leave. After one (1) year of continuous employment, full-time and regular part-time LPNs may be allowed up to forty (40) hours of paid educational leave per year; provided, however, such leave is subject to budgetary considerations, scheduling requirements of the Medical Center and approval by the appropriate Vice President of the subject matter studied. The hours paid will be in accordance with the following schedule:

<u>Hours Regularly Worked In a Pay Period</u>	<u>Paid Educational Hours</u>
80 hours	40 hours
64 hours	32 hours
56 hours	28 hours
48 hours	24 hours
40 hours	20 hours
32 hours	16 hours

12.5 Unpaid Educational Leave. After one (1) year of continuous employment, permission may be granted for a leave of absence up to one (1) year (renewable yearly thereafter) without pay for job-related study, without loss of accrued benefits or longevity step, providing the educational courses to be studied are related to the practice of nursing.

12.6 Bereavement Leave. Up to forty (40) hours of paid leave (prorated for part-time employees) shall be allowed for a death in the immediate family. The employee may choose to take the time in no more than two increments; however, all forty (40) hours of bereavement leave must be utilized within ninety (90) days of the death. Bereavement leave will also be available when an employee or an employee's spouse or current domestic partner suffers a miscarriage. Immediate family shall be defined as grandparent, parent, spouse, domestic partner, sibling, child or grandchild or great grandchild, in the process of or legally adopted child, child-in-law, sibling in-law, parent-in-law, or step siblings, parents, grandchildren, and other persons living in the home. With supervisor approval, employees may utilize accrued but unused paid time off or unpaid time off (if no accrued paid time off is available) in instances where the employee may need more time than offered by this Policy.

12.7 Jury Duty. After completion of the introductory period, time off with pay will be granted for jury duty. The LPN will be paid the amount of regular hourly earnings lost by reason of such service. In order to be eligible for such payments, the LPN must furnish a written statement from the appropriate public official showing the date and time served. The LPN must give the Employer prompt notice of the call to jury duty.

12.8 Subpoena. LPNs who are subpoenaed to testify on behalf of the Employer or are required to meet with the Employer's attorney or counsel or to give affidavits in a matter representing the Employer shall be compensated for regularly scheduled time applied to such activity or at the appropriate rate of pay should the LPN be off duty while such activities are conducted.

12.9 Military Leave. Any employee serving in the U.S. Armed Forces will be granted leave in accordance with federal and state laws to attend required training as a reservist or guard member, or when called to active duty. Procedures for accessing said leave are detailed in the Medical Center's Military Leave Policy.

12.10 Short Term Personal Leave Days. After one (1) year of continuous employment, full-time and part-time LPNs shall be granted three (3) days off per year without pay upon request, providing such leave does not jeopardize Medical Center services.

12.11 Personal Leave. After one (1) calendar year of continuous employment, an LPN may apply for a personal leave of absence without pay. The Employer will determine whether or not the leave shall be granted and the duration thereof. Personal leaves of absence will not generally be granted for longer than three (3) months.

12.12 Leaves with Pay. Leave with pay shall not alter an LPN's anniversary date of employment or otherwise affect the LPN's compensation or status with the Employer.

12.13 Benefits During Leave. An LPN on an unpaid leave of absence will not continue to accrue benefits during that leave, but there shall be no loss of previously accrued benefits if the LPN returns to work as scheduled at the end of the allowed leave. To the extent allowed by the applicable insurance policy, an LPN desiring insurance benefits to continue during a leave of absence may do so by paying the full premium to the Employer monthly in advance.

12.14 Return from Leave. LPNs who indicate their availability to return to work on a timely basis shall be entitled to the same position if the leave is ninety (90) days or less (including all paid and unpaid time off). If the leave exceeds ninety (90) days, the LPN will be given the first available similar opening for which the LPN is qualified. Failure by the employee to contact the Employer at least two (2) weeks prior to the end of leave indicating the employee's availability to return to work shall constitute a voluntary resignation from employment. The ninety (90) day commitment contained herein shall not apply to personal (12.11) and unpaid educational leaves of absence (12.5).

12.15 Union Leave. An employee may be granted an unpaid leave for up to sixty-days (60) days in order to engage in union activities. The employer reserves discretion as to whether such requests will be granted based on unit/department needs and patient care needs. Employees on Union Leave will accrue seniority.

12.16 Washington Paid Family and Medical Leave. The hospital participates in the Washington State program provided under the Washington Paid Family and Medical Leave Act(WPFML) . If the employee qualifies for (WPFML) and the employee has accrued paid time available, the hospital will supplement wages, if the employee so chooses, to make up the difference between their regular wage and the benefit paid by Paid Family and Medical Leave. This will be administered to the extent permitted by law.

ARTICLE 13 – TRAINING FUND

The Employer's Tuition Reimbursement policy is incorporated herein by reference. Access to this Tuition Reimbursement program will cease on December 31, 2021 when employees become eligible for access Training Trust funds.

13.1 Training and Upgrading Fund. A Training and Upgrading Fund, known as the SEIU Healthcare 1199NW Joint Employer Training and Upgrading Fund (the “Training and Upgrading Fund”), has been established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively “Participating Employers”) as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Training and Upgrading Fund effective January 1, 2022. The contribution to the Training and Upgrading Fund shall be, for the Service bargaining unit, an amount equal to one percent (1%) of the gross payroll of such bargaining unit employees (collectively “Employees”), and for the LPN bargaining unit, an amount equal to one half of one percent (0.5%) of the gross payroll of such bargaining unit employees (collectively “Employees”). Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/reserve/on call/temporary employees.

13.2 Fund Trustees, Programs, Staff. The Trustees of the Training and Upgrading Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Training and Upgrading Fund. While acting in a manner consistent with the Training and Upgrading Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Training and Upgrading Fund.

13.3 Trust Agreement. The Employer and Union agree to abide by the Trust Agreement.

13.4 Availability of On-site Rooms. In order to facilitate employees' access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Training and Upgrading Fund.

13.5 Fund Contributions, Records and Collections and Reports. The Employer shall remit the Training and Upgrading Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period.

Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Training and Upgrading Fund and/or to enable the Training and Upgrading Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Training and Upgrading Fund.

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

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

13.5.3. The Training Fund will provide the employer with a quarterly utilization report including the number of participating employees and employees' department, program of study, and school of attendance. The Training Fund will also provide the employer with an annual financial report and audit.

ARTICLE 14 - JOINT COMMITTEES

14.1 Conference Committee. Medical Center management, jointly with the elected representatives of the Union, shall establish a Conference Committee to assist with personnel, staffing and other mutual problems. The purpose of the Conference Committee is to foster improved communications between the Employer and the Licensed Practical Nursing staff. The Committee shall be limited to an advisory capacity rather than a decision making capacity. The Committee shall be on a permanent basis, shall meet at least quarterly and shall consist of three (3) representatives of management and three (3) representatives of the LPNs. One of the three management representatives shall be a Vice President or designee. All members of the Committee shall be employees of the Medical Center. The Employer will pay up to three (3) Union-appointed employees one (1) hour of pay each for committee attendance, up to six (6) times per year.

14.2 Hospital Staffing Committee (HSC). The primary responsibilities of the Hospital Staffing Committee will be to provide oversight and ongoing staff input in the development and oversight of unit-based staffing plans in accordance and in compliance with ESSB 5236. This process will include the following elements:

- a) The HSC shall produce all patient care unit staffing plans into an annual comprehensive staffing plan which is reported to the DOH in accordance with the provisions of RCW 70.41.410-420;
 1. A draft plan shall be delivered by the committee to the CEO or their designee no later than July 1 annually. If the CEO requests changes to the draft hospital staffing plan compiled by the Hospital Staffing Committee, they shall submit those in writing and the CEO or designee shall attend the Hospital Staffing Committee meeting to discuss their reasons and potential alternatives.
 2. The committee shall consider this information and any revisions to the plan to be taken by a majority vote of the committee.

- a) Semiannual review, or more often as indicated by the HSC or the law, of the hospital staffing plan against need and known evidence-based staffing information, including any nursing sensitive quality indicators collected by St. Joseph Medical Center.
- b) Verify compliance with ESSB 5236 of the public posting of staffing plans for each unit and shift and submit reports to the Department of Health showing 80% compliance with the staffing plans as required by law:
- c) Additional bargaining unit members may be invited by the HSC to attend a Hospital Staffing Committee meeting as a subject matter resource, subject to department-specific relevance.

14.3 A bargaining unit member may be invited to attend a Hospital Staffing Committee meeting as a subject matter resource, subject to department-specific relevance, the committee's rules and with the agreement of that committee's members.

14.3.1 Composition. The Hospital Staffing Committee shall be composed of at least fifty percent (50%) of employees providing direct patient care, plus the Chief Nursing Officer, Chief Financial Officer and other patient care unit directors or managers as determined by St. Joseph Medical Center. Participation in the Joint Staffing Committee by St. Joseph Medical Center employees shall be on scheduled work time and compensated at the appropriate rate of pay. Joint Staffing Committee members shall be relieved of all other work duties during meetings of the committee.

14.3.2 No retaliation. St. Joseph Medical Center will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Hospital Joint Staffing Committee, or Unit-Based Committee, or an employee who notifies the Hospital Staffing Committee or the St. Joseph Medical Center administration of their concerns about staffing concerns.

14.4 Equity and Inclusion. Issues regarding equity and inclusion of employees at the Medical Center shall be a standing Labor Management Committee agenda item, and the Committee shall identify and develop applicable data to inform its advisory role. Such data could include, but is not limited to, Employer EEO-1 demographic reports, data regarding work status changes for bargaining unit members (subject to employee confidentiality accommodations), and employer policies relating to discrimination and equity and inclusion. There will be no retaliation to any employee for raising complaints of discrimination or bringing discrimination concerns to the Committee.

14.5 Diversity, Inclusion and Belonging. The parties agree on the importance of embracing a culture of equity, diversity, inclusion and belonging and commit to work collaboratively to ensure a positive work environment. The medical center agrees to maintain a safe and healthy workplace and will follow all applicable federal, state, and local employment discrimination laws.

In addition to the commitments set forth in contract language at 14.3 Equity and Inclusion, the parties agree to undertake the following activities designed to promote an inclusive work environment:

- a. Diversity Inclusion Belonging (DIB) Meetings. The parties intend to work jointly to cultivate a culture of equity, diversity, inclusion and belonging through regular DIB meetings. The labor management committee members will participate in regular, 90-minute, DIB meetings scheduled to occur immediately prior to or following regularly scheduled Labor Management Committee meetings or the alternate month of the LMC based upon agreement of the parties. Employees will be paid for their time to attend the meeting. A union staff person and HR representative shall also participate in these meetings. In these meetings, the parties may discuss concerns; discuss equity and inclusion activities; and review trend data measuring equity and inclusion efforts. Information reviewed could include, but is not limited to: medical center policies, staff and management training, escalated and/or unresolved issues related to equity and inclusion (subject to confidentiality accommodations, as applicable); medical center awareness-building activities; the number of service workers participating in the SEIU training trust; Employer EEO-1 demographic reports, and employer policies relating to discrimination and equity and inclusion. Action taken on concerns brought to the DIB meetings through the rapid response process may also be an appropriate topic for discussion.
- b. Facilitators. The Committee will jointly select two facilitators (one who is BIPOC and one who is white) within three months of ratification. The facilitators will begin with facilitating workshops with the intent of completing the workshops within nine (9) months of ratification. The facilitators will also support the bi-monthly meetings and support the creation of workplans and the evaluation of work. The facilitators will be paid by the Employer unless they are an SEIU Healthcare 1199NW or employer representative in which case that facilitator will be on paid time from their employing organization.
- c. Workshops. In the first year post ratification the DIB/JLMC Committee will attend quarterly workshops. Each quarterly workshop will be 3 hours. There will be 4 workshops in the first year post ratification. One workshop will be to support the JLMC in communicating effectively with each other in an equitable and inclusive manner and rebuilding the labor management relationship, as well as creating an overall workplan for the JLMC on implementing the CBA post ratification and other items not resolved satisfactorily during the bargaining process. The second workshop will be focused on DEIB and intended to increase skill and awareness on hidden bias and cultural competency and to promote a better understanding of bias concerns that arise during the course of the Committee's work. The workshops will be on paid time for all committee members.

The Committee may consider whether to recommend extending training, workshops with labor and management separate or together, or elements of the training to additional bargaining unit members and/or management representatives as an aspect of being responsive to issues of equity and inclusion brought before the Committee.

There will be no retaliation to any employee for raising complaints of discrimination or bringing discrimination concerns to the Committee. A planning group will work with the facilitators and help to guide the workshops. After the first year post ratification the committee will evaluate the prior year's work and recommend updates to the workplan. After the first year post ratification the committee will have at least one workshop per year which will inform the evaluation of work and workplan.

- d. Diversity, Inclusion, and Belonging workplan. A DIB work plan will be developed following the workshops with the support of facilitators. The intent of involving facilitators is to support and strengthen the overall partnership work of labor and management and to create and implement the identified work plan. The work plan will ensure that diversity, equity, inclusion and belonging practices are incorporated into the JLMC and that the DIB Committee has a work plan connected to the broader labor management goals.

Within the first three meetings following ratification, and after the workshops, the group will complete a work plan for the bargaining unit focusing on equity inclusion, diversity, and belonging. The work plan will include measurable goals for the organization's initiatives supporting equity, inclusion and belonging.

The committee's work plan will include identification of issues that have a foundation based in inequity or lack of diversity or belonging within the workplace and needed culture change, embracing and understanding diverse perspectives, valuing diversity and creating inclusion, and challenging biases in hiring, promotion and work performance to achieve a workplace that embraces and demonstrates Organizational Diversity Equity Inclusion and Belonging and will include data sharing and data analysis.

The Committee will look at trends for identifiable workshop needs, create a plan for increased education and skill building, and identify support and resources needed from the Employer and union for prevention and ongoing accountability including for managers and delegates. The labor management process will be an action-based systemic strategy that utilizes the following strategies: Trauma-Informed Care Strategies, Survivor-Centered Approaches, Anti-Racist and Anti-Racism practices, and Improving Workplace Culture.

- e. Complaints. Employees who feel they have been the subject of bias, discrimination, harassment, or retaliation are encouraged to discuss such issues with their supervisor, administrator, or Human Resources Consultant for local resolution. The goal of local resolution is to address and resolve problems as quickly as possible and to stop any inappropriate behavior for which a member of the community is responsible.
- f. Rapid Response Process. Should the union receive a complaint inconsistent with the commitments set forth above, including issues with a racial component the union may request a special DIB meeting to review the issue. The parties will make reasonable efforts to meet within one week of the issue being raised to have an initial conversation about the intended approach and next steps. However, if the complaint involves harassment, discrimination or a gross misconduct issue, the medical center may not wait for this process to occur before commencing with any investigation into a complaint, which in the

Employer's sole discretion, requires immediate action. If the medical center is actively investigating the situation at the time the union requests the meeting, the employer will not postpone any investigation that may be required under the employer's policies or law. Further, the employer is not obligated to provide information to the union about the investigation that the Employer wouldn't be lawfully required to share under applicable regulations.

The Employer and Union acknowledge the rapid response process is not intended to usurp the employee's requirement to report violations to medical center standards of conduct, policies or law in accordance with established processes. Employees are protected from reprisal for reporting concerns of harassment, discrimination and gross misconduct.

ARTICLE 15 - GRIEVANCE PROCEDURE

Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

- Step 1: LPN and Immediate Supervisor. The LPN shall first attempt to resolve the problem immediately with the immediate supervisor and in no event later than fourteen (14) calendar days of the LPN's knowledge that a grievance exists. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem. The supervisor shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.
- Step 2: LPN, Union Representative and Vice President or Designee. If the matter is not resolved to the LPN's satisfaction in Step 1, the LPN shall present the grievance in writing (setting forth the detailed facts concerning the nature of the grievance, the contractual provision violated and relief sought), to the Vice President or designee within fourteen (14) calendar days of the Nurse Manager's decision. The Vice President or designee shall meet with the parties and issue a written reply within fourteen (14) calendar days following the meeting of the parties.
- Step 3: President, Human Resources and Union Representative. If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Vice President, Human Resources (and/or designee) within fourteen (14) calendar days of receipt of the Step 2 response. The Vice President, Human Resources (and/or designee), LPN, and the Union Representative shall meet for the purpose of resolving the grievance. The Vice President, Human Resources, or designee will issue a written reply within fourteen (14) calendar days of the meeting of the parties.

Arbitration: If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration by written notice to the other party within fourteen (14) calendar days following the meeting between the Vice President, Human Resources and the Union Representative. Within seven (7) calendar days of the notification that a dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall confine himself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted.

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 the Agreement as they may apply to the specific facts of the issue in dispute. 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 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 16 - UNINTERRUPTED PATIENT CARE

It is recognized that the Employer 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 LPN and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, LPNs or persons acting in concert with them shall incite, encourage or participate in any strike, walkout, slowdown, sympathy strike or other work stoppage of any nature whatsoever. In the event of any strike, walkout, slowdown, sympathy strike or other work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert the same. Any LPN participating in any strike, walkout, slowdown, sympathy strike or work stoppage will be subject to an immediate dismissal. The Employer agrees not to lock out any LPNs during the term of this Agreement.

ARTICLE 17 - GENERAL PROVISIONS

17.1 Complete Agreement. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise.

17.2 Separability. It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

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

ARTICLE 18 - DURATION

This Agreement shall be effective upon ratification, and shall remain in full force and effect to and including the 31st day of October 2028, and shall continue thereafter from year to year unless at least 90 days, but no more than 120 days, prior to the 1st day of November 2028, or prior to the 1st day of November of any subsequent year either party shall file a written notice with the other of its desire to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of ~~02/23/2026~~²⁰²⁵.

ST. JOSEPH MEDICAL CENTER

Dalph watson

Dalph Watson
Region CHRO-NW Human Resources

Marie LaMarche

Marie LaMarche
System Director, Employee & Labor Relations

SEIU HEALTHCARE 1199NW

jane hopkins

Jane Hopkins
President

Laura Dougherty

Laura Dougherty
Negotiator

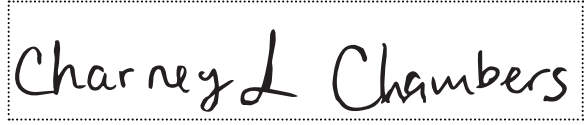
YK

Yolanda King-Lowe
Secretary-Treasurer

St. Joseph Medical Center Bargaining Team, 2025



Desiree Castillo
Care Assistant Health Unit Coordinator, Walters SADU



Charney Chambers
Equipment Tech, Respiratory Therapy



Willie Willis
EVS Specialty Tech, Environment Services



Alisha Colyer
Nutrition Assistant I, Dietary



Jase Wistisen
ER Tech, Emergency Services



Jason Blessing
Care Assistant Health Unit Coordinator, PCU



Aisha Duncan-Murphy
Care Assist. Health Unit Coordinator, Hospice IP Center

2023-2028
Memorandum of Understanding
by and between
ST. JOSEPH MEDICAL CENTER
and
SEIU HEALTHCARE 1199NW
LICENSED PRACTICAL NURSES

Additional understanding reached during collective bargaining include:

1. Staffing Meeting. At the union's request, the Hospital's Chief Operating Officer (COO) and Chief Nursing Officer (CNO), will meet and review staffing concerns with employees following ratification of the new union contract. Up to Ten (10) bargaining unit members may attend the meeting. A representative from SEIU and the SJMC Human Resources Director may also attend. The meeting will take place within sixty (60) days of ratification and last up to 90 minutes. Employees attending the meeting will be paid for time spent at the meeting. Employees attending the meeting will be paid for time spent at the meeting. The COO and CNO will communicate in writing any decision made or follow-up steps in relations to the concerns raised in the meeting no later than twenty-one (21) days following the meeting.

At the Union's request, the same participants shall convene in the same format (regarding the number of participants, paid release time, and meeting length) at six (6) months following the staffing meeting, for the purpose of both management and the Union following up on the progress and current state of the staffing issues raised at the initial staffing meeting.

2. Labor-Management Committee. In recognition of the parties' joint commitment to quality patient care and to support collaboration, the parties commit to increasing the number of LMC meetings in year one of this contract from six (6) to nine (9). Within twenty-one (21) days of ratification, the parties shall meet and agree on a schedule for up to nine (9) one hour LMC meetings to occur no more frequently than monthly through June 30, 2026. A staff person from the Union and an HR representative shall also attend. A standing item will be COVID initiatives which may include updates on personal protective equipment (PPE); protocol adjustments to meet changing regulatory guidelines; quarantine trends.

3. Article 6.7 Unit Merger/Restructure, it shall be within the authority of the Labor-Management Committee to review and recommend appropriate practices for conducting unit mergers and/or restructures for the purpose of promoting "best practices" in the transition process and to promote quality patient care and services. This can include a retrospective review of unit mergers and restructures for the purpose of evaluating practices utilized during unit mergers and restructures that have already occurred. The Committee may make recommendations to the Union and to Human Resources regarding practices it believes can better effectuate unit mergers and restructures in the future.

4. Wages. For any employee not receiving a 3% increase at ratification, provide a lump sum cash equivalent representing the difference between 3% and the percent increase to base for their position. Payable within two pay periods of ratification.

5. Medical Premiums. Bargaining unit members shall not be required to pay higher premiums than other employees at St. Joseph Medical Center are required to pay.

6. Wellness Initiatives. The Employer and the Union share a mutual interest in researching best practices in cost containment features and the benefits that ensure quality but also address increasing costs. To achieve these ends, the Labor-Management Committee may add wellness initiatives as an agenda item to include but not limited to:

- a. Understanding bargaining unit employee utilization;
- b. Reviewing St. Joseph Medical Center wellness program results with the goal of improving health outcomes;
- c. Education regarding preventative care; and
- d. Education regarding the use of generic drugs as a key pharmacy benefit.

7. Health Bonus. For 2024 year – If a wellness incentive is not offered in benefit plan year 2024, or if it reduced below \$450, those employees who participate in a CHI Franciscan Health benefit plan will be entitled to a Health Bonus up to \$450 based on participating in a hospital-based program designed to encourage wellness activities in calendar year 2024. The hospital-based program will be designed by management with input from the Labor Management Committee. Any earned health bonus will be paid in a lump sum in the first pay period of February 2025 as part of the employee's regular pay and subject to applicable tax withholding. In order to receive the payment, the individual must be employed on the date of payment. The same benefit will be maintained in 2025 and 2026 and payable in a lump sum in the first full pay period of February 2026, and February 2027 respectively. The union and employer agree that this obligation will end December 31, 2027.

8. Medical Assistance. In addition to information ordinarily provided to patients, annually in the Spring, the Employer will send a letter to employees' homes providing details about Franciscan Health System's charity care program for patients. The letter will include information such as how financial aid can be accessed; eligibility requirements; required documentation; and timelines to apply for assistance.

9. Financial Assistance. St. Joseph Medical Center employees may benefit from the same financial assistance that the organization offers to all patients. Obtaining financial assistance is an interactive process that involves participation of the employee. With regard to employees who are also patients at the organization, when assistance is sought by the Employee, the Employer commits to its policy of offering assistance to resolve medical debt prior to referring the employee to collections. The Employer will send the attached letter, with the appropriate annual modifications to dollar figures, to employees to satisfy MOU (11) regarding providing information about the charity care program.

10. Employee Protected Health Information. No one in the HR Department or any supervisor will have access to personal health information related to health insurance.

11. Training Fund. SEIU agrees to work collaboratively with SJMC in promoting the fund and ensuring all LPN's are made of aware of opportunities available through the fund.

12. 403b Tax-Sheltered Annuity Plan. The Employer's former 403b tax-sheltered annuity at based on plan requirements.

13. Catholic Health Initiatives Business Relationships for Contract Term. Over the course of negotiations, the Union raised concerns regarding the potential impact on bargaining unit employees of a potential business transaction between Catholic Health Initiatives (CHI) and Dignity Health. To address these concerns as they may relate to the impact on bargaining unit employees at St. Joseph Medical Center ("the Medical Center"), the Medical Center attests that any new relationship involving CHI and Dignity Health or any comparable new relationship between CHI and any other entity will have no impact on bargaining relationships or the contractual terms and conditions of employment for bargaining unit employees employed by the Medical Center. The 2020-2023 collective bargaining agreement will continue unaffected through any new relationship between CHI and Dignity Health or through any comparable new relationship between CHI and any other entity for the contract term.

14. PTO Donations for Collective Bargaining. Employees participating in union negotiations will be eligible to receive donated paid time off (PTO) hours from other bargaining unit employees subject to the following:

- a. Donations may be collected anytime during negotiations and up to thirty (30) days post ratification.
- b. Donations must be in increments of one (1) full hour of work, signed by the donor and submitted on a mutually agreeable form.
- c. SEIU will provide the Human Resources Department with copies of the signed/submitted donation forms and an Excel spreadsheet showing the distribution of hours for respective bargaining team members.
- d. PTO hours will be disbursed to respective bargaining team members' PTO bank within two pay periods following receipt of the disbursement instructions from the union.
- e. The donations and disbursements will be hour for hour.

15. Incident Weather and Disaster Response. The Employer and employees will follow and otherwise be subject to Policy 215.00, ("Inclement Weather and Disaster Response"). In the event inclement weather or a disaster necessitates that an employee remain at the hospital, the Employer shall provide sleeping accommodations.

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

17. Public Health Emergency & Infectious Disease. In the case of a declared State of Emergency involving a public health crisis creating special circumstances affecting the operations of the Hospital, the Hospital and the union, upon request, will meet to discuss safety measures. To ensure

the safest possible work environment, the Hospital shall maintain and periodically review an Infection Control Prevention Plan in accordance with State and/or Federal Law. Copies of the Infection Control Prevention Plan shall be available to the Union upon request.

Screening: In the case of a suspected outbreak of a communicable disease during a declared state of emergency and when the Employer requires screening and/or testing for such communicable disease, the Employer shall offer such screening and/or testing for bargaining unit members at no cost to the employee and provide testing results as soon as practicable.

PPE: Personal protective equipment will be provided and readily available in accordance with CDC, OSHA, and WISHA guidelines.

Training: The Employer will provide employees with training on the use of proper work methods and protective equipment required to perform hazardous duties. Matters arising that relate to the physical work environment, employee safety training or employee safety equipment should be presented to the supervisor immediately. The employee may also take steps to have the issue presented to the Safety Committee.

18. Audit of Past Experience: For a period of One hundred and twenty (120) days after ratification, current employees shall be able to request an audit of their past experience and have their step adjustment per the following process:

- Employees will submit an attestation form regarding their past experience and step placement to the union and the employer.
- The Employer shall notify the employee in writing within thirty (30) days of the form being submitted of its determination as to the appropriate step placement.

No member shall see a decrease in pay, a reduction of their current step, or be redlined as a result of this audit. No member will be moved up per 8.13.1 of the contract due to another member being moved due to this process. For this audit, all members will be evaluated to see if they were placed per the terms of this agreement. During the audit, the Employer will consider any new information the member presents about their experience.

If there is no mutual agreement on the placement on the new higher step, the member shall have access to the grievance procedure. Grievances must be submitted within fourteen (14) days from receiving their response from the Employer.

19. Bonus. The Employer agrees to pay each bargaining unit employee (as defined in the collective bargaining agreement) who is actively employed as of the date of ratification of the parties' newly negotiated collective bargaining agreement a bonus in the total gross amount of \$2,000 ("Bonus"). Payment will be based on the employee's FTE status on the date of ratification. 0.9 FTE employees will count as a 1.0 FTE. Per Diem employees will count as a 0.2 FTE employee. The Bonus shall be less all amounts as are required to be withheld by law. The Bonus shall be payable within ten (10) days of the membership's ratification of the newly negotiated collective bargaining agreement by and between the Union and the Employer.

Memorandum of Understanding
by and between
St. Joseph's Medical Center
and
SEIU 1199NW
(for the duration of the 2023-2028 Agreement)
Commitment to Workplace Safety & Violence Prevention

Both parties recognize the importance of the safety of all employees. To ensure we have a safe workplace the following measures shall be put in place:

- The Labor Management Committee (LMC) will evaluate safety and security issues impacting the bargaining unit members and bring forth concerns to the hospital Safety Committee. The site security supervisor or designee will attend the monthly LMC if invited for the safety and security portion of the meeting. This discussion should occur at the beginning of the meeting.
- The Medical Center will revise its protocols for searches of patients and visitors. These guidelines will include use of metal-detector wands by security staff.
- By September 1, 2025, the Hospital will conduct a minimum 180-day pilot of a visitor registration and badging system for use from, minimally, 2100-0600. Any such program shall ensure that the Hospital remains in compliance with all applicable patient access laws. The Hospital commits to providing data regarding the use and experience of the pilot program, including all data available to measure the metrics, on a monthly basis to all members of the Hospital Safety Committee. The effectiveness of the pilot will be reviewed with and presented in writing to the Hospital Safety Committee.
- If an employee feels threatened by a patient, family member, or visitor, that employee may request an immediate security response, intervention, or threat assessment.
- All employees shall either have a communication device or a high pitched security whistle, if requested.
- The employer will adhere to the Safety and Security requirements of RCW 49.19
- The employer commits to basic de-escalation training for all bargaining unit members. Additional training will be available to patient care staff, either virtually or in person, in accordance with their role.
- The Hospital will not discourage an employee from filing a police report or any agency claims as a result of the employee being subject to workplace violence. The Hospital will not retaliate against, discriminate, or harass any employee who has been subject to workplace violence, or who has filed a report or claim as a result of an incident of workplace violence.
- Within one hundred twenty (120) days of ratification, management from Security Services and Facilities Services will meet with the safety committee and ER staff to understand safety concerns within the ER space (examples: charting station positions, backs turned to curtained rooms that hold high security patients, etc.), evaluate the requested modifications, provide a written response to the safety committee to address each request, and the plan to implement any agreed upon safety changes.

Memorandum of Understanding
by and between
St. Joseph's Medical Center
and
SEIU 1199NW (for the duration of the 2023-2028 Agreement)
Emergency Department Weapon Detection Pilot Program

No later than one year after ratification, the hospital will start a Weapon Detection pilot program by installing and staffing a Weapon Detection system in the Emergency Department. This pilot program is above and beyond the available wands per the Memorandum of Understanding in the Contract for Term of 2023-2028 Agreement Only Commitment to Workplace Safety & Violence Prevention Plan.

Any objective data or reports of incidents in which the weapon detection system was engaged, including all reports of weapons or contraband detected and/or confiscated, will be shared by the Medical Center monthly to members of the Safety Committee.

Upon expiration of the contract, the pilot program will end and management will notify the union of its continued usage or end of the Weapon Detection System at St. Joseph's Medical Center. The Medical Center will provide a written explanation of the reasons for its decision, focusing primarily on objective data of workplace violence incidents. The decision shall be primarily based on the objective data that was provided to the Safety Committee.

Dear VMFH employee,

Providing access to health care has been central to our mission since the Sisters of St. Francis founded our first hospital in Tacoma more than a century ago. We continue their legacy today by serving individuals and their families with needed health care services regardless of their ability to pay.

Below is information about our financial assistance program that we are sharing with VMFH employees for your reference. If you talk with patients, their families, or community members who have concerns about being able to pay for necessary health care services, please encourage them to learn more about our program. VMFH employees and their family members may also benefit from the same assistance we offer to patients in similar circumstances.

In 2023, we incurred costs of more than \$153,936,000 in providing free and reduced-cost care for individuals who could not afford to pay for necessary medical services. To determine eligibility for financial assistance, we consider:

1. **Medical necessity of services.** Necessary services are those which save one's life, make one well, or prevent a condition from becoming worse. In determining what is a necessary service, VMFH hospitals follow all requirements of the federal Emergency Medical Treatment and Labor Act, Section 246-453-010 of the Washington Administrative Code and applicable laws and regulations.
2. **Ability to pay for services.** We base our determination of eligibility for financial assistance on family income and household size. In order to make a final determination regarding eligibility for financial assistance, an applicant is required to complete a Financial Assistance Application, provide a single form of income verification per source of income, and must reasonably cooperate with VMFH. **Assistance may be available to patients with family income less than or equal to 400% of the U.S. Dept. of Health and Human Services Federal Poverty Guidelines.** Patients may also be eligible for assistance if paying the full cost of care would cause them to become impoverished. As of 2024, the current U.S. Dept. of Health and Human Services Federal Poverty Guidelines are as follows:

Number of Persons in Family/Household	Family income that is 400% of the federal poverty level
1	\$60,240
2	\$81,760
3	\$103,280
4	\$124,800
5	\$146,320

When one of our patients registers, they are told financial assistance is available to patients who qualify, and are provided with a summary of VMFH's Financial Assistance Policy or directed to the

website where they can view the summary. Patients who are uninsured, express an inability to pay, or have an interest in seeking financial assistance are provided with a packet of information that includes the Financial Assistance Application and contact information for an eligibility specialist who can answer questions and assist the patient with completing the application. To apply for assistance, the patient must complete and submit the Financial Assistance Application along with required attachments.

Patients can apply for and receive assistance. After receiving a completed application with required attachments, VMFH will then notify the patient in writing within 30 calendar days to confirm eligibility and amount of assistance. If the patient is ineligible, they will receive a brief explanation of the reason.

For more details about our program or to access application materials (available in several languages), please visit our public website at <https://www.vmfh.org/billing-insurance/financial-assistance-discounts> or call 866-779-4347, option 2.

Thank you for continuing the Sisters' legacy of serving those in need with compassion and dignity.