Agreement between
SEIU Healthcare 1199NW & St. Clare Hospital

St. Clare Hospital 2024–2027 Contract Non-Professional Employees Bargaining Unit

1199NW | SEIUHealthcare® United for Quality Care

2024-2027

EMPLOYMENT AGREEMENT By and Between

ST. CLARE HOSPITAL

and

SEIU HEALTHCARE 1199NW

(Non-Professional Employees)

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EMPLOYMENT AGREEMENT By and Between

ST. CLARE HOSPITAL

and

SEIU HEALTHCARE 1199NW

(Non-Professional Employees)

This Agreement is made and entered into by and between St. Clare Hospital (hereinafter referred to as the "Employer") and the SEIU Healthcare 1199NW (hereinafter referred to as the "Union"). The purpose of this Agreement is to promote and improve labor management relations between the parties and to achieve the mutual goal of patient care by establishing standards of wages, hours, and other conditions of employment to be observed to facilitate joint discussions and cooperative solutions of mutual problems.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all nonprofessional employees employed by the Hospital, including skilled maintenance employees, business office clerical employees, technical employees and all other nonprofessional employees, but excluding licensed practical nurses, registered nurses, physicians, all other professional employees, and guards and supervisors as defined in the Act, as certified by NLRB Case 19-RC-12669.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to direct the work force; to operate and manage the Hospital; to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to contract or subcontract the whole or any part of the operation; to select and hire employees; to promote and transfer employees; demote or discharge employees for cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies; provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

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

ARTICLE 3 – UNION SECURITY

3.1 Membership. All employees covered by this Agreement, who are now members or become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. For the purposes of this Agreement, "in good standing," is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement. The Union and the Employer agree that those employees employed by St Clare Hospital on November 19, 2002, who have exercised their option not to join the Union under previous agreements, shall have the option of remaining non-members and shall have no obligation to join the Union or to pay dues or to pay a fair share/representation fee or an equivalent amount to a charity for the duration of this Agreement; provided, however, should such an employee join the Union after this Agreement is ratified, the employee shall comply with the membership commitments of this Article thereafter.

3.2 Union Dues. During the term of this Agreement, the Employer shall deduct Union dues from the pay of each member of the Union who voluntarily executes a wage assignment 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 deduction. The Union and each employee 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 employee.

3.3 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.

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

ARTICLE 4 – REPRESENTATION

4.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employees' lounges or patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital. If the union needs to access outside of times the general public has access, the union will need to either request meeting space per Article 4.5 or get approval from Human Resources for alternative processes.

4.2 Delegates. The Union may select employees from the bargaining unit to function as delegates. Delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. 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 employee and shall not interfere with the work of other employees.

4.2.1 Union Delegate Training. The Employer will grant one (1) day of release time once a year for Union Delegates to attend the Union's Delegate training, subject to thirty (30) days advance written notice to the employee's Manager, and subject to staffing and scheduling considerations. With thirty (30) days advance written notice and subject to staffing and scheduling considerations, up to two (2) members of the SEIU

Executive Board may request release time to attend Union Executive Board meetings, up to a maximum of ten (10) days each calendar year. Union Delegate Training/Executive Board Meeting time will be taken as Annual Leave unless the employee elects in writing to take the time as unpaid.

4.3 Bulletin Board. The Employer shall designate bulletin board space for the use of the local unit. 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. All materials posted on the bulletin board must, prior to posting, be initialed and dated by the delegate or Union Representative or carry the Union logo. The Union will provide a copy of the material to be posted to the Human Resources Department prior to posting. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

4.4 Bargaining Unit Rosters. Upon the signing of this Agreement and monthly thereafter, the employer shall supply the Union with a roster containing the names, addresses, telephone numbers, department, classification, employee status, date of hire, rate of pay, FTE, gross earnings, and employee identification number for all employees covered by this Agreement. The list will be submitted electronically in Excel format.

4.5 Meeting Rooms. In accordance with Hospital policy, the Union may use designated meeting rooms of the Hospital for meetings of the bargaining unit, provided sufficient advance request for meeting facilities is made to and confirmed by the Human Resources Manager or designee and space is available.

4.6 Orientation. When the Employer holds in-person new employee orientation a union delegate/officer or designee may meet with new employees following hospital orientation (on the delegate/officer's or designee's unpaid time) to introduce employees to the Union and the Union contract. Attendance for the delegate and new employee(s) shall be voluntary and on unpaid time. The Employer will advise new employees that they may meet with their union representative immediately following the Employer's orientation to learn about membership.

4.6.1 Virtual New Employee Orientation. During the life of this contract, if the hospital holds New Employee Orientation virtually, the hospital shall provide the Union with a list of new hires every two weeks, including name, employee ID, job title, FTE address, and primary 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.

4.6.2 New Hire List. The Employer will provide a list of bargaining unit attendees, including primary 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.

4.7 Negotiations Release Time. Subject to patient care requirements, the Employer will make a good faith effort to provide release time for at least one (1) employee per work area to participate in contract negotiations. Negotiations Release Time will be taken as Annual Leave unless the employee elects in writing to take the time as unpaid. The employee shall be responsible for requesting the time off from his or her supervisor within a reasonable time frame following confirmation of bargaining dates.

ARTICLE 5 - DEFINITIONS

5.1 Full-time Employee. A regular full-time employee is one who is regularly scheduled to work forty (40) hours per week or eighty (80) hours within a fourteen (14) day period and has successfully completed the required introductory period.

5.1.1 An employee regularly scheduled to work ten (10) hours per day, four (4) days per week, or seven (7) consecutive days followed by seven (7) consecutive days off work, shall be regarded as a full-time employee.

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

5.1.3 16-Hour Shift Employee. An employee who is regularly scheduled to work two (2) sixteen (16) hour shifts each weekend shall be regarded as a full-time employee.

5.2 Part-time Employee. An employee who is regularly scheduled to work sixteen (16) or more hours per week or thirty-two (32) or more hours in a two (2) week period, but less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required introductory period.

5.3 Introductory Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer as a regular status employee for less than ninety (90) calendar days. After ninety (90) calendar days of continuous regular status employment, the employee shall be designated as a full-time or part time employee 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, an employee may be terminated without notice and without recourse to the grievance procedure. A per diem employee who converts to regular status as described in section 5.4.1, will not be subject to an introductory period if they have been employed in the same department and same job classification for six months and worked an average of sixty-four (64) hours per pay period.

5.4 Per Diem Employee. An employee hired to work on an "as needed" basis without any guarantee of hours to relieve regular employees due to illness, to temporarily fill vacant positions, to work during vacation periods or leaves of absence, and during temporary fluctuations due to increased work load.

Per diem employees do not accrue seniority nor receive any benefits. Per diem employees shall receive fifteen percent (15%) above their regular hourly rate of pay in lieu of all benefits. A per diem employee must be available a minimum of four (4) standard scheduled shifts each month, or the equivalent in a six (6) month period at the approval of the Department Manager/Director, as well as a holiday expectation as defined by the department.

5.4.1 Any per diem employee who works on a regularly scheduled basis at least sixteen (16) hours per week averaged over a three (3) 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 6.4 - 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 (6) months and worked an average of 64 hours per pay period during those six(6) months.

5.5 Temporary Employee. An employee filling a position that is associated with a specific need or situation which is temporary in nature. The position shall have a designated FTE and shall be for no more than six (6) months in duration. Temporary positions will be posted. Prior to hiring a temporary employee, the Hospital will give consideration to current part-time staff (subject to skill, competence and ability in the opinion of the Employer) who want the opportunity to increase their FTE on a temporary basis. Temporary employees are not eligible for benefits or longevity steps.

5.6 Preceptor. St. Clare Hospital will initiate a defined preceptor program for Technical employees. A preceptor is an experienced employee proficient in clinical teaching and communication skills who is assigned specific responsibility for planning, organizing and evaluating the new skill development of a new employee who has been placed in a defined preceptor program, the parameters of which have been set forth in writing by the Employer. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. An employee who does not wish to participate as a preceptor will not be penalized for that decision, provided there are qualified employees willing and available to precept to meet the Employer's requirement.

5.7 Regular Rate of Pay. The regular rate of pay shall be the employee's hourly pay rate plus shift differential for those employees working the evening or night shift, certification pay, 15% premium in lieu of benefits for employees selecting that optional method of compensation, and lead pay where the employee has a regular lead position as opposed to relief lead.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 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 with regard to race, creed, color, religion, age, sex, gender identity, genetic information, marital status, veteran's status, national origin, citizenship, language, gender expression/ 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.

6.1.2 Harassment. The Employer is committed to providing a work environment free from unlawful harassment, including sexual harassment. The Employer will not tolerate actions, unwanted touching, words, jokes, or other forms of harassing behavior based on an individual's legally protected status (as listed in Section 6.1). Retaliation against a grievant or witness for a grievant is prohibited.

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

6.1.4 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.

6.1.5 Lactation Breaks. Breastfeeding employees may request access to a designated place for the expression of breast milk. The employer will provide lactation breaks consistent with state and federal law.

6.1.7 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.

6.1.8 Inclement Weather. The Employer and employees will follow and otherwise be subject to the "Inclement Weather and Disaster Response" policy #215.

In the event inclement weather or a disaster necessitates that an employee remain at the hospital, the Employer shall provide sleeping accommodations.

6.2 Notice of Resignation. Employees 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 employees to give more advance notice so as to further enhance the Employer's chance of keeping a stable staffing pattern. The twenty-one (21) day notice requirement shall not include any vacation without management approval or sick leave without written verification by a physician. The Employer may seek a second opinion at its expense. Failure to give the required written notice shall result in loss of accrued benefits. The Employer will give consideration to extenuating circumstances that make such notice by the employee impossible.

6.3 Discipline and Discharge. No full-time or part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as counseling, verbal and written reprimands and the possibility of suspension without pay). Any employee involved in gross misconduct shall not be subject to progressive discipline and shall be subject to immediate suspension or termination as the Employer determines to be appropriate. An employee may request the attendance of a Union representative at any scheduled disciplinary meeting.

6.4 Job Openings. Notices of vacancies in existing positions shall be posted for at least seven (7) calendar days, and newly created positions for seven (7) calendar days electronically in advance of filling the position in order to afford current employees the first opportunity to apply. When a job opening occurs within the bargaining unit, length of service with the Employer shall be the determining factor in filling such vacancy, providing skill, competency, ability and prior job performance are considered equal in the opinion of the Employer. To be considered for any job openings, an employee must submit an application through the on-line employment process. The status of an employee's application will be emailed to the employee. If an employee is accepted for a new position, the employee will be ineligible to apply for another position for a six (6) month period unless agreed to by the employee's supervisor. This six (6) month requirement shall not apply to employees unable to perform a job due to an injury, illness or disability certified by a physician, or to employees on layoff status (7.2) who have taken a position outside of their job classification, or at a reduced FTE, while awaiting recall (7.3). The Employer will strive to maintain current approved job postings.

6.5 Paycheck Errors. In the event the Employer or the employee identifies a paycheck error, each must notify the other in writing within thirty (30) days of the pay error. The error will be corrected within five (5) days of the date of notification of the error. Neither party will have a responsibility to make any adjustments beyond the notification date.

6.6 Job Description. At the time of hire or upon the employee's request, the Employer shall furnish to the employee a copy of the job description of the employee's job classification. The job description shall be reviewed with the employee by the employee's supervisor during the departmental orientation and anytime thereafter when changes are made.

6.7 Employee Evaluation. The Employer shall perform yearly evaluations on the employees when normally done. The employee may prepare a self-evaluation and review it with his/her supervisor. The employee shall, upon request, receive a copy of evaluations and job description at the time of evaluation.

6.8 Orientation. The objectives of orientation shall be to familiarize new employees with the objectives and philosophy of the hospital and patient services, to orient new employees to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the employee will be trained and oriented to the job.

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

6.10 Tuition Reimbursement. The Hospital recognizes the value of education to the Employer and the employee. The Hospital shall maintain its current program regarding tuition reimbursement that shall be applicable when the employee is eligible.

6.11 Contracting Out. At the time of ratification of this Agreement, it is understood that the Employer has no pending plan to subcontract any bargaining unit work. The Employer agrees to give the Union at least ninety (90) days advance written notice prior to subcontracting work that will result in a layoff of bargaining unit members. The Employer will meet with the Union within two (2) weeks of the written notice to begin good faith discussions related to the subcontracting.

6.11.1 The Employer shall meet and confer with the Union and provide relevant information concerning the subcontracting, including but not limited to the reason, need, financial impact (if any), affected work and affected employees, alternatives considered, and other relevant factors as may be requested by the Union.

6.11.2 The good faith discussions of options and needs will include but are not limited to Union proposed options and reasonable alternatives that could meet the Employer's primary business needs, and potential options with subcontractors.

6.11.3 The discussion regarding subcontracting will conclude within ninety (90) days from the date the Employer provided advance written notice of the subcontracting.

6.11.4 This agreement to meet to consider the 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.

6.12 Unit Merger/Restructure. The Employer will provide the Union with at least forty-five (45) days advance notice prior to a unit merger or significant restructure. During this forty-five (45) day period the Employer will, upon request, meet with the Union to discuss the changes, at which time the Union may provide input regarding the changes and proposed alternatives. The parties recognize that the final decision regarding the unit merger/restructure lies with the Employer. If the Employer changes the core schedule for the unit, or if the Employer establishes a core schedule on a merged unit, the Employer will provide the opportunity for employees on the unit to indicate their preference regarding the new work patterns offered. Clarification regarding the FTE, shift and work schedule will be made available upon request. The Employer will match employees to their preference based on seniority, providing the employee's skill, competence and ability are considered equal. This shall not apply to a change in an individual's start time. The Employer will not exercise this right in an arbitrary or capricious manner. The new schedule will be effective no sooner than forty-five (45) days from the re-bid.

ARTICLE 7 - SENIORITY

7.1 Definition. Seniority shall be defined as a full-time or part-time employee's continuous length of service with St. Clare Hospital from most recent date of hire. Seniority shall not apply to an employee until completion of the required introductory period. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from most recent date of hire. A per diem employee who has had their position converted to regular status and whose introductory period has been waived as described in section 5.3 shall also be credited with seniority from most recent date of hire.

7.2 Layoff. A layoff is a permanent or prolonged reduction in the number of employees employed by the Hospital. Layoffs shall be by department and job classification. In the event of a layoff within a department and job classification, 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. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among those employees in the job classification(s) and departments affected by layoff. Where possible, twenty-one (21) days' advance notice shall be given to the Union and to those employees affected by the layoff. When twenty-one (21) days' notice is not possible, affected employees will receive pay in lieu of notice at their scheduled FTE. Any layoff out of seniority will be communicated in writing to the delegate. Upon request, the parties will meet to review the order of layoff. This section shall not apply to low census conditions.

7.2.2 Layoff Options. Employees subject to layoff in a department and job classification shall have the following options:

a. Placement in an open (vacant) position, provided the employee is qualified for the position in the opinion of the Employer, based upon established criteria.
b. Selection of a low seniority roster position, provided the employee is qualified for the position in the opinion of the Employer, based upon established criteria.

c. Placement on the recall roster, as per Article 7.3.

7.2.3 Low Seniority Roster. The Low Seniority roster shall be comprised of a list of the least senior regular full-time or part-time positions in the bargaining unit in the affected job classification equaling the number of positions in the job classification initially subject to layoff. The listing shall include department/unit, shift and FTE.

7.3 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, employees will be reinstated within a job classification in the reverse order of the layoff providing skill, competence and ability in a specific area and prior job performance are considered equal in the opinion of the Employer. Upon reinstatement, the employee shall have all previously accrued benefits and seniority restored. Any recall of employees out of seniority will be communicated to the Union steward.

7.4 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, accepting permanent employment with another hospital, refusal to accept a comparable job opening offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

7.5 Roster. In the event of a layoff, a seniority roster will be available at the Human Resources Department with a copy provided to the Union.

7.6 Low Census. Low census shall be defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census, the Employer will equitably rotate mandatory low census among all available employees by unit, classification and shift providing skill, competence and ability are adequate to meet patient care needs. Agency and Travelers will be released from work prior to implementing low census providing other regular employees remaining on the unit possess the skills, ability and experience to perform the required work and patient safety is not a factor in the judgment of the Employer. The reduction of staff will occur as follows:

First Cut - Agency and Travelers up to contract maximum
Next Cut - Employees working in any time and one-half (1 1/2) condition (excluding employees receiving rest between shift premium pay)
Next Cut - Requested cut (volunteers)
Next Cut - Per Diem
Next Cut - Part-time working above their FTE
Next Cut - Mandatory rotational cut to include full-time, part-time and temporary employees

In an effort to maintain an equitable rotation of low census, employees subject to low census will be given the opportunity to float to other units where the need exists, and where the employee is qualified to perform the required work in the opinion of the Employer.

All low census time taken off (including voluntary low census) shall be counted for purposes of the rotation list. Inadvertent or mistaken application of this provision shall be remedied on the next rotation or as soon as practical. Partial days of low census will be accrued for the purpose of determining the total amount of low census time off assigned. Low census days shall not alter an employee's anniversary date or benefit accrual rate. Employees on low census will only be placed on standby by mutual consent.

The Employer will attempt to give at least one and one-half (1 1/2) hours' notice to the employee in advance of the scheduled shift of a low census day. 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. If the Employer does attempt to notify the employee and leave a message at least one and one-half (1 1/2) hours prior to the scheduled shift but fails to reach the employee, the four (4) hour guarantee shall not apply.

7.6.1 Low Census Protection. Upon request, the Conference Committee and/or department manager will pull low census data for the last three (3) months for departments where low census is a concern. The Conference Committee will discuss and make recommendations with the goal to reduce the amount of low census.

7.7 Staffing Concerns. 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. 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.

1. 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.

2. If the matter is not satisfactorily resolved by the Department Director, the matter may be referred to the Labor Management Committee for further review by either the

employee/union or management. The Labor Management Committee shall review and resolve or may make written recommendations as it deems advisable to the President.

3. If there is no consensus with Labor Management Committee, either party may make a written recommendation to the President of the Hospital directly. The President or his/her designee shall respond in writing within thirty (30) days of receipt. His/her decision shall be final. 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.

4. St. Clare Hospital will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the 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.

7.7.1 Vacancy. When the Employer intends not to fill a vacancy it will be put on the agenda at the monthly Conference Committee.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Day. A normal workday shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

8.1.1 10-Hour Day.

(a) Patient Care Areas. The normal workday may consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

(b) Non-Patient Care Areas. By mutual agreement between the employee and the Employer, the normal workday may consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

8.1.2 12-Hour Day.

(a) Patient Care Areas. The normal workday may consist of twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

(b) Non-Patient Care Areas. By mutual agreement between the employee and the Employer, the normal workday may consist of twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

8.1.3 16-Hour Day. By mutual agreement between the employee and the Employer, the normal work day may consist of sixteen (16) hours to be completed within

sixteen and one-half (16 1/2) consecutive hours.

8.2 Work Week. The normal work week shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours within a fourteen (14) day period. The workday and work week specified in this article shall not constitute guaranteed hours of work.

8.3 Innovative Work Schedules. Other innovative work schedules may be established in writing by the Employer with the consent of the employee involved and prior notification to the Union. Where work schedules other than the eight (8) hour day work schedule are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule after at least fourteen (14) days' advance notice to the employees.

8.4 Work Schedules. The Employer retains the right to adjust work schedules and 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, low census conditions and other unforeseeable conditions beyond the Employer's control, individual scheduled hours of work set forth on the posted work schedule may only be changed by mutual consent. In all cases, reasonable good faith efforts will be made to notify all affected parties when a change is made. Employee initiated schedule changes shall not result in overtime or premium pay obligations being incurred by the Employer.

8.4.1 Shift Rotation. The Employer will not schedule employees to rotating shifts on a regular basis except by mutual agreement between the Employer and the employee. Such mutual agreement may be made at the time of hire or position change. If rotation of shifts is necessary, the Employer shall first seek volunteers. If the Employer determines there are not sufficient volunteers, then in order of least seniority, it will assign an employee(s) that it deems to have the skills and abilities. The Employer will make a reasonable effort to resolve the staffing situation within ninety (90) days. If it is necessary to assign an employee again during the term of this Agreement, the Employer will rotate the assignment to the next least senior employee or the most recently hired employee, provided the employee possesses the necessary skills and abilities.

8.5 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) the regular rate of pay for work performed beyond the normal work day or the normal work week. Overtime at the rate of double time (2x) will be paid for all hours worked in excess of twelve (12) consecutive hours within the twenty-four (24) hour period. All overtime must be approved by the supervisor. For purposes of computing overtime pay, the regular rate of pay shall include any applicable shift differential. Overtime will be computed and paid to the nearest fifteen (15) minutes. Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay and/or other premium pay, except as per Section 11.4.

8.5.1 12-Hour Shifts. If an employee works two (2) hours or less of overtime, overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. If an employee works more than fourteen (14) consecutive hours, all overtime shall be paid at the double time (2x) rate of pay.

8.5.2 16-Hour Day. The double time provisions of Section 8.5 shall not apply to 16-hour shifts.

8.6 Meal/Rest Periods. Employees shall receive an unpaid thirty (30) minute meal period during each regular work day. If an employee is required by the Hospital to remain on duty or is called back to work during a meal period, such time shall be considered as time worked for pay purposes. Employees shall receive one (1) fifteen (15) minute paid rest period during each four (4) hours of work. During rest periods, employees shall remain on Hospital premises. The application and administration of this section shall be consistent with state law. In accordance with departmental procedures, employees who carry a paging device shall be responsible for giving the pager to another employee during the employee's meal period.

8.7 Rest Between Shifts. The Employer shall make a good faith effort to provide each employee with an unbroken rest period of at least eleven (11) hours between shifts, unless mutually agreed to between the employee and the Hospital. In the event that an employee is required to report to work in less than eleven (11) hours following the completion of the previous day's work, the subsequent shift shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay. There will be no scheduling of split shifts except by mutual agreement. This section shall not apply to inservice education offerings, committee meetings, staff meetings or to standby and callback assignments.

8.7.1 Ten (10) and Twelve (12) Hour Shifts. For ten (10) hour shifts, the rest period between shifts shall be eleven (11) hours; for twelve (12) hour shifts, the rest between shifts will be ten (10) hours; otherwise the commitments in 8.8 shall apply.

8.7.2 16-Hour Shifts. The rest between shifts provisions of Section 8.8 shall not apply to 16-hour shifts.

8.8 Scheduled Days Off. Full-time employees called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked unless by mutual agreement, arrangements have been made to provide the employee with another day off.

8.9 Availability of Hours. Part-time and temporary employees desiring additional hours up to full-time shall notify the supervisor in writing. Requests shall be considered based on availability and ability to do the work. Subject to skill, competence, ability and availability, part time employees will be offered additional temporary straight-time hours before per diem employees are utilized.

8.10 Requested Time Off. The Employer will put forth a good effort to locate coverage when an employee requests time off before a schedule is posted. This effort may include posting a list in a designated place of "shifts needing coverage". Qualified employees will be allowed to sign up for extra work if the cost to the Employer is not increased (i.e., overtime, premium pay). Any relief coverage obtained by an employee for their requested absence after the schedule is posted must be submitted to and approved by the employee's immediate supervisor or designee, and shall not result in increased overtime costs unless approved in advance by the Employer.

8.11 Weekends. The Employer shall schedule all regular full and part-time employees to provide at least every other weekend off. If a full-time or part-time employee is required to work on two (2) successive weekends, all time worked on the second weekend shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. The third regularly scheduled weekend shall be paid at the employee's regular rate of pay. This section shall not apply to per diem employees, employees who voluntarily agree to more frequent weekend duty, or to employees who are hired to work every weekend. The weekend shall be defined as Saturday and Sunday for day and evening shift employees, and Friday night and Saturday night for night shift employees.

8.12 Mandatory Overtime Prohibited. No employee covered by this collective bargaining agreement may be required to work overtime except for limited exceptions in accordance with the law (SB5236). Any attempt to compel or force employees to work overtime is contrary to public policy and this agreement. Prescheduled on-call time may not be used in lieu of scheduling employees to work regularly scheduled shifts when a staffing plan indicates the need for a scheduled shift. The acceptance by any employee of overtime is strictly voluntary, and the refusal of an employee to accept overtime work is not grounds for discrimination, dismissal, discharge, or any other penalty, threat of reports for discipline, or employment decision adverse to the employee.

ARTICLE 9 - COMPENSATION

9.1 Wage Rates. Employees will be paid in accordance with the hourly wage schedules set forth in Appendix "A".

9.2 Effective Dates; Changes in Compensation. Wage increases, longevity steps and any other changes in compensation set forth herein shall become effective at the beginning of the first full payroll period on or after the dates designated.

9.3 Longevity Steps. Longevity steps shall be paid after completion of each anniversary year of employment as set forth in Appendix "A".

9.4 Recognition for Past Experience. Effective upon ratification, 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 at a wage step higher than applicable experience.

For purposes of this section, continuous recent experience shall be defined as relevant experience in an accredited hospital without a break in experience which would reduce the level of skills as determined by the Employer.

9.4.1 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.

9.5 Premium in Lieu of Benefits. Benefit eligible (FTE .4 and above) employees may elect pay in lieu of benefits during their initial enrollment period and during the annual open enrollment period. Fifteen percent (15%) will be added to the employee's base pay. Employees electing pay in lieu of benefits will waive all health and welfare programs and all paid time off programs. An employee electing pay in lieu of benefits will be granted time off without pay in accordance with the Hospital's vacation schedule policy, and the employee may request unpaid time off for educational and professional meetings.

9.6 Work in Multiple Classifications. Employees assigned to a different classification for a full shift or more or regularly assigned to a different classification shall be placed on the step of the scale of that classification as follows: If the classification pay rate is the same or lower than that of the employee's primary classification, the employee's rate of pay will not change. If the classification pay rate is higher than that of the employee's primary or previous classification, the employee will be placed at the first step of the new pay scale that results in a higher rate of pay than the employee's current step. Employees who, on the effective date of this Agreement, are currently assigned at higher steps in second or third positions shall retain such placement.

9.6.1 Placement for Promotions. An employee promoted to a higher paid job classification shall be placed on the new scale at the step which gives the employee a minimum of a three percent (3%) increase.

9.6.2 Placement to Lower Paid Job Classification.

a. Return to Former Position. An employee who has been promoted and then returns to his original job classification shall be placed at his/her former step plus credit for any longevity increases he would have received from the date of his initial transfer had he remained in his initial job classification.

b. Transfers to Lower Paid Position. An employee who transfers to a lower paid position not previously held by that employee shall be slotted to the closest step which represents the percentage difference between the base rate of each pay scale.

9.6.3 CT Technologists who also perform Radiology Tech work, who are registered through the ARRT and whose hours performing CT work amount to fifty percent (50%) or more of their regular hours will be placed on the CT Tech scale. All other Techs who hold more than one modality will receive the applicable rate when assigned to the second modality.

9.7 New Job Classifications. Should a new job be created within the bargaining unit or an existing job substantially modified, the Employer and the Union shall negotiate the rate of pay established for such classification.

ARTICLE 10 – PREMIUM PAY

10.1 Shift Differential. Effective the second full pay period following the date of ratification, employees assigned to work the second (3-11:30 p.m.) shift shall be paid a shift differential of one dollar and fifty cents cents ($1.50) per hour over the regular hourly rate of pay. Employees assigned to work the third (11:00 p.m. - 7:30a.m.) shift shall be paid a shift differential of one dollar and ninety-five cents ($1.95) per hour over the regular hourly rate of pay. Employees regularly scheduled to work an overlapping shift shall receive shift differential for the entire shift if a majority of the hours worked occur during a shift with a designated shift differential. In the event of equal hours worked, shift differential will be split and paid according to the applicable shifts. Effective Year 3 July 1, 2026 second shift will increase to two dollars ($2.00). Effective Year 3 July 1, 2026 third shift will increase to two dollars and fifty cents ($2.50).

10.1.1 Professional and Technical Classifications. Employees assigned to professional or technical classifications will be paid a second shift differential of two dollars ($2.00). Third shift differential of three dollars ($3.00) per hour. Effective Year 3 July 1, 2026, second shift will increase to two dollars and twenty-five cents ($2.25).

10.2 Standby. Employees who are off duty on standby status shall be compensated at the rate of three dollars and fifty cents ($3.50) per hour. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits. The hospital will apply standby in accordance with applicable state law. Employees can seek volunteers to cover assigned standby shifts. Effective Year 3 July 1, 2026 Increase to four dollars ($4.00).

10.2.1 Professional and Technical Classifications. Standby pay for professional and technical classifications shall be four dollars and seventy-five cents ($4.75) per hour for all standby hours.

10.2.2 Professional and Technical Classification - Short Notice Call Coverage.

A. Standby shifts that open up due to an unplanned absence after the schedule is final may be offered an additional fifteen dollars ($15) per hour for the offered shift, in addition to standby pay and callback pay as per Article 10.2.1 and 10.3.

B. Open call shifts will be awarded on an equitable rotation except for weekend shifts or within twenty-four (24) hours of the start of the shift which will be awarded on a first-come first-serve basis.
C. If no employee volunteers after incentives are offered, management will follow any applicable state and federal laws when filling call shifts and will pay employees filling these shifts in accordance with 10.2.2.A for the mandated shift.

10.3 Callback. Any employee who is relieved of duty and who is called back to work after completion of the regular work day or employees who are on standby status (10.2) and who are called back to work, shall be compensated at time and one-half (1 1/2) for all hours worked with a minimum of three (3) hours. If an employee is called back more than once in the same three (3) hour period, only one minimum guarantee shall be due that employee. This section shall not apply when an employee reports to work in advance of the assigned shift. Standby pay shall not be paid when the employee is receiving callback pay.

10.3.1 Callback Relief. Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests the immediate next scheduled shift off or offer a change in the employee's start time or end time for the immediate next scheduled shift when the employee has been working on call within eight (8) hours of the start of their next scheduled shift. This schedule adjustment will not count as an occurrence on the employee's attendance record.

10.4 Report Pay. Employees who report for work on a regularly scheduled shift without working a minimum of four (4) hours shall be paid for four (4) hours' work at the regular rate of pay. Where the Employer has attempted to notify the employee or has left a message on the employee's telephone answering machine at least one and one-half (1 1/2) hours prior to the shift start time advising the employee not to report for work, such communication shall constitute receipt of notice not to report for work and the report pay provisions of this Section shall not apply.

10.5 Weekend Premium Pay. Any employee who works on a weekend shall receive one dollar and fifty cents ($1.50) 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. Effective Year 3 (July 1, 2026) Increase to one dollar and ninety-five cents ($1.95).

10.5.1 Professional and Technical Classifications. Employees assigned to professional or technical classifications will receive a weekend premium of two dollars and seventy-five cents ($2.75).

10.6 Lead Pay. Employees assigned to a lead position shall be paid one dollar and fifty-cents ($1.50) per hour above their base rate of pay. Effective Year 3 July 1, 2026 Increase to one dollar and eighty-five cents ($1.85).

10.6.1 Lead Pay Professional and Technical Classifications. Employees assigned to a lead position shall be paid one dollar fifty cents ($1.50) per hour above their base rate of pay. Effective Year 3 July 1, 2026)Increase to one dollar and eighty-five cents ($1.85).

10.7 Certification Pay Professional and Technical Classifications. An employee holding a specialty certification recognized by the Employer shall be paid a premium of one dollar ($1.00) per hour. Employer reserves the right to determine which professional specialty certifications will be determined eligible for certification pay. An employee may submit a specialty certification program to the Employer and request consideration for certification pay. Such submission should include a thorough program description, including but not limited to purpose, scope, term, prerequisites, duration/recertification schedule, certifying body, and mailing address. The request should be submitted to the HR Manager. The Chief HR Officer shall have final decision as to whether a certification would be considered eligible for premium pay. Employees holding eligible certifications must follow Employer's requirements for primary source verification and actively maintain the certification to receive pay. A certified employee is eligible to receive premium pay for only one certification, regardless of other certifications the employee may achieve.

10.8 Preceptor Pay. A technical employee assigned preceptor duties by management will be paid an additional one dollar ($1.00) per hour while performing such duties.

ARTICLE 11 - ANNUAL LEAVE

11.1 Accrual. Full-time and part-time employees shall receive annual leave benefits based upon paid hours in accordance with the following schedule:

Upon Completion of (2080 hours):	Annual Leave Paid Hours	Accrual Rate
1 years or more	152	.0730
5 years or more	192	.0923
10 years or more	232	.1115
20 years or more	272	.1307

Employees who have selected the fifteen percent (15%) wage premium in lieu of benefits shall not be eligible for paid annual leave.

11.2 Scheduling. Annual leave shall begin accruing the first day of employment. During the introductory period, an employee is not eligible to receive compensation from the annual leave account. During the first six (6) months of employment, an employee may not schedule any annual leave time off except for recognized holidays. Employees are requested to provide as much notice as possible. Employees are asked to submit requests by March 1 of each year. Employees who have submitted vacation requests between January 1 and March 1 shall be notified of vacation approval/denial by April 1. Such vacation requests shall be granted on the basis of seniority, subject to departmental needs. The Hospital will make a good faith effort to approve vacation requests consistent with the vacation scheduling procedure. The annual leave schedule shall be posted in each department by April 1. 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 made after March 1, the Employer will respond no later than twenty-one (21) days after receipt of the request. After March 1, annual leave will be granted on a first-come, first-served basis. An annual leave request form is required at least thirty (30) days in advance. Employees may, at their option, use or not use accrued annual leave for low census days.

11.2.1 Prime Time. Prime time periods are defined as the period from Memorial Day through Labor Day and the period from November 15 through January 2. Requests for prime time annual leave submitted by March 1 will be approved on the basis of seniority, provided, however, that in the event of conflicting requests for the same time period, employees 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 annual leave for another employee. In addition, the Employer may limit an employee's annual leave to two (2) calendar weeks during any single prime time period, if permitting such leave beyond two (2) weeks would result in another employee not being able to take annual leaves during that same prime time period.

11.3 Loss of Annual Leave. Employees may not accumulate more than two (2) years' annual leave. Annual leave in excess of two (2) years must be used before completing a subsequent year of employment. An employee will not lose accrued annual leave without receiving prior written notification from the Employer, nor will an employee lose accrued annual leave if the Employer was unable to schedule the time off.

11.4 Work on Holidays. All employees who work on the following holidays, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked on the holiday. For purposes of this section a holiday will begin at 11:00 p.m. the evening before and will end at 11:00 p.m. the evening of the recognized holiday. Exception: The time period from 3:00p.m. December 24 to 11:00 p.m. December 25 shall be recognized as Christmas Day. Premium pay hours worked shall count as time worked in computing overtime hours in the work period. Employees who work in departments that are closed or operate on a reduced schedule on holidays shall have the option of using annual leave or low census for all lost hours.

11.4.1 Part-time and per diem employees receiving premium pay in lieu of benefits who work on a holiday recognized in Section 11.4 shall receive one and one-half (1 1/2) times the employee's regular rate of pay.

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

11.5 Rotation of Holiday Work. Holiday work shall be rotated by the Employer on an equitable basis with consideration being given to special scheduling requests of senior employees, whenever possible. By January 15 of each year, the Employer shall post a list specifying the dates on which holidays are to be observed.

11.6 Payment Upon Termination. After completion of one (1) year of employment, employees shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required twenty-one (21) days' prior written notice, or to those employees who are discharged for cause.

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

ARTICLE 12 – HEALTH BENEFITS

12.1 Benefits Plan. Beginning the first of the month following thirty (30) days of continuous employment, all full-time and part-time employees who work forty-eight (48) hours or more in a fourteen (14) day period on a regularly scheduled basis shall be included under and covered by the Employer's Benefits Plan providing medical insurance (including options for dependent coverage), dental insurance and prescription drug benefits, and other insurance benefit options. For those employees who work forty-eight (48) hours or more in a fourteen (14) day period on a regularly scheduled basis, the Employer will pay the employee's medical and dental insurance premiums. All part-time employees who are regularly scheduled for thirty-two (32) to forty seven (47) hours of work in a fourteen (14) day period will be able to participate, paying for half of the Employer's cost for the medical and dental coverage, and other insurance benefit options.

12.2 Retirement Plan. The Employer will provide a retirement plan for all eligible employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan.

12.3 Life Insurance. A group term insurance plan will be provided for all employees who work forty-eight (48) hours or more per pay period.

12.4 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.

12.5 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.

12.6 Plan Changes. In the event the Employer modifies its current Benefits Plan or Retirement plans or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation.

ARTICLE 13 - SICK LEAVE

13.1 Accrual. Employees will accrue eight (8) hours of paid sick leave for each 173.3 paid hours of employment cumulative up to 120 days (960 hours).

13.2 Paid Benefits. Sick leave shall be paid at the employee's regular rate of pay for any illness or injury which renders the employee incapable of performing his/her duties and for illness or injury of an employee's dependent child pursuant to Washington State Law. The Hospital reserves the right to require reasonable proof of such illness.

13.3 Notification. Employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day.

13.4 Termination. Upon termination or resignation of assigned position, other than for discharge, employees satisfying the required notice period according to contractual obligation will receive payment of twenty-five percent (25%) of the accrued Sick Leave days in excess of two hundred forty (240) hours at their regular rate of pay.

13.5 Wellness Pay. Upon written request an employee may convert to Annual Leave twenty five percent (25%) of accrued Sick Leave days in excess of four hundred eighty (480) hours. Conversion of sick days shall be limited to a maximum of five (5) days (40 hours) per calendar year.

13.6 Eligibility. Employees are eligible for sick leave benefits after the completion of the ninety (90) day introductory period.

ARTICLE 14 - LEAVE OF ABSENCE

14.1 All leaves are to be requested from the Employer in writing as far in advance as possible, stating the type of 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. All leaves of absence shall be without pay, unless specifically provided for herein.

14.2 Disability (Maternity and Health) Leave. A disability leave of absence for maternity or 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 disability.

14.3 Family and Medical 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 an employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave. If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law or the collective bargaining agreement, 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 employee is required to use any accrued paid time off for which the employee is eligible during the leave of absence prior to taking unpaid time off. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave. The confidentiality of employee medical information acquired by the Employer through FMLA processes will be protected under applicable law including HIPAA.

14.3.1 Family Care Act of 2003. Pursuant to the Family Care Act (RCW 49.12.265 et. seq.), an employee shall have access to sick leave in accordance with the access provisions set forth in this Agreement to care for (1) an 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.

14.3.2 Washington Paid Family and Medical Leave. Washington Paid Family and Medical Leave. Employees may be eligible for benefits through the Washington Paid Family and Medical Leave program. The Employer contributes approximately thirty-seven percent (37%) of the premium costs as required by RCW 50A.10.030, and the remaining amount is deducted from employee paychecks as allowed under the statute. When an employee is eligible to receive payments under the Paid Family and Medical Leave program, the employee shall be permitted to supplement such payments with accrued sick leave and/or annual leave to make up the difference between the compensation received under Paid Family and Medical Leave program and the

employee's regular pay, but not to exceed the approximate net earnings the employee would have normally received during a normal work week.

14.4 Leaves of Absence for Education. After one (1) year of continuous employment, permission may be granted for a leave of absence without pay for job-related study, without loss of accrued benefits or wage step, provided the educational courses to be studied are directly related to a health care position and are approved by the Department Director.

14.4.1 Paid Educational Leave (Techs). After one (1) year of continuous employment, a full-time Tech may request up to twenty-four (24) hours of paid educational leave per year; provided, however, that such leave is subject to available funding, scheduling requirements of the Employer, approval by the Department Director of the subject matter to be studied and other business considerations. Should educational leave that has been approved by the Employer be cancelled by the Employer, that portion of the registration fee that is not refunded shall be paid by the employer. The above will be prorated for part-time employees.

14.5 Personal Leave. An employee may request a leave of absence for personal reasons. Prior to requesting a personal leave, an employee must have previously used all accrued paid time off. The leave is discretionary and subject to management approval/disapproval.

14.6 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 St. Clare Hospital Leave of Absence policy.

14.7 Bereavement Leave. Up to three (3) scheduled work days of paid leave will be granted during the seven (7) day period following the death of an employee's immediate family member. Additional paid time off may be granted, up to a maximum of five (5) scheduled working days, when extensive travel is required to attend the funeral. Immediate family shall be spouse, significant other in lieu of spouse, child, grandchild, brother or sister, parent, grandparents of employee, parent of spouse, brother or sister of spouse or step persons. Employees who are benefit eligible but have elected "pay in lieu" may take bereavement leave as unpaid time.

14.8 Jury Duty. A full-time or part-time employee who is required to serve on jury duty on a regularly scheduled work day, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer at the employee's regular rate of pay, provided that the employee notifies the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the court if the jury duty imposes a hardship upon the Employer.

14.9 Union Leave. An employee may be granted an unpaid leave for up to sixty (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.

14.10 Anniversary Date. Leave with pay shall not alter an employee's anniversary date of employment, accrued hours, benefits or status with the Employer.

14.11 Reinstatement from Leave. An employee will be entitled to reinstatement from a leave of absence as follows:

a. FMLA Leave: The Employer shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave, in accordance with the requirements of the FMLA.

b. Disability Leave: Employees who return to work within ninety (90) days following an approved disability leave of absence (11.2) shall return to the employee's prior position; provided, however, this commitment shall not apply to employees who have previously exhausted their FMLA leave entitlements within the last twelve (12) months. Upon return from a disability leave in excess of ninety (90) days, the employee will be returned to the employee's prior position if still vacant; otherwise the employee will be offered the first available opening for which the employee is qualified for the remainder of the six (6) month period.

c. Personal Leave: The employee will be reinstated to the same position if he/she returns from leave within thirty (30) calendar days. Upon return from a personal leave in excess of thirty (30) calendar days, the employee will be returned to the employee's prior position if still vacant; otherwise, the employee will be offered the first available position for which the employee is qualified.

d. Military Leave: An employee returning from a military leave will be reinstated as required by law.

e. Jury Duty Leave: An employee will be reinstated to their prior position following jury duty.

f. Educational Leave: An employee's position will be held for the first ninety (90) calendar days of an authorized educational leave.

ARTICLE 15 - TRAINING FUND

15.1 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 April 1, 2022, for Service Employees covered under this agreement. The contribution to the Training and Upgrading Fund shall be, for the Service employee group, an amount equal to one percent (1%) of the gross payroll of such bargaining unit service 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.

15.2 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.

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

15.4 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.

15.5 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.

15.5.1 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.

15.5.2 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.

15.5.3 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.

15.6 Employee Contact Information. The Employer shall provide the Trust Fund on either a monthly or pay period basis, along with its contributions, a report showing the employees' names, job titles, wage rates, bargaining units, shifts, FTE status, dates of hire, and home mailing addresses. The employer will provide the Training Fund with phone numbers when available.

15.7 Utilization of Fund Program. The Employer will provide its Service employees access to the Fund's training programs. When there is a vacancy within a position for over a year, the employer will meet with the training fund and the union, to discuss apprenticeships in the hopes to bridge vacancies. If the Employer establishes apprenticeship programs in bargaining unit positions, the Employer will bargain the effects with the Union.

ARTICLE 16 - COMMITTEES

16.1 Conference Committee. A Conference Committee shall be established to discuss matters of mutual interest. The purpose of the Committee is to foster improved communications between the Employer and the employees of the bargaining unit as opposed to addressing individual complaints. The Committee shall be an advisory rather than a decision-making body and shall have no collective bargaining authority. The Union shall designate four (4) employees to participate on the Committee, fifty percent (50%) representing professional/technical classifications and fifty percent (50%) representing support/service areas of the bargaining unit. The Employer shall designate up to four (4) representatives to participate in the Committee. The Conference Committee shall meet at least once every other month unless there is mutual agreement to establish a different meeting schedule. The Employer will pay up to four (4) Union-appointed employees one (1) hour of pay each for committee attendance, up to six (6) times per year.

16.1.1 Equity and Inclusion. Issues regarding equity and inclusion of employees at the Hospital shall be a standing 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 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. The DIB Committee will attend a one-day training 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 Committee will jointly select an independent facilitator within six (6) months of ratification with the intent of completing the training within nine (9) months of ratification.

The Committee may consider whether to recommend extending training 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.

16.1.2 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 hospital 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 16.1.1 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 Conference Committee members will participate in regular, 90-minute, DIB meetings scheduled to occur immediately prior to or following regularly scheduled Conference Committee meetings or the alternate month of the Conference Committee 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: hospital policies, staff and management training, escalated and/or unresolved issues related to equity and inclusion (subject to confidentiality accommodations, as applicable); hospital 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/Conference 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 Conference Committee 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 Conference Committee on implementing the CBA post ratification and other items not resolved satisfactorily during the bargaining process. The second workshop will be focused on DIB 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 plans. The work plan will ensure that diversity, equity, inclusion and belonging practices are incorporated into the Conference Committee 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 hospital 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 hospital 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 hospital 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.

16.2 Safety Committee. The Employer will continue the operation of its Safety Committee in adherence to all State and Federal regulations. This Committee shall investigate and make recommendations of education and preventative health and safety measures for the workplace and its employees. The Union shall appoint one (1) employee from each of its bargaining units to be placed on this Committee. All time on this Committee shall be paid at the employee's regular rate of pay.

16.3 Hospital Staffing Committee. The primary responsibilities of the Hospital Staffing Committee (HSC) 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) Shall produce all patient care unit staffing plans into an annual comprehensive staffing plan report, which is reported to the DOH; in accordance with the provisions of RCW 70.41.410-420;
b) The committee shall deliver a draft plan 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.
c) The committee shall consider this information and any revisions to the plan, which will be decided by a majority vote of the committee.
d) Facilitate training for all unit based staffing committees, including collection and analysis of all collected data;
e) Semiannual review, or more often as indicated, of the hospital staffing plan against need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by the employer.

f) 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.
g) 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.
h) The staffing plan and current staffing levels will be made available upon request.
i) Upon request, the Hospital staffing committee and/or department manager will pull callback data for departments discussed in the Hospital Staffing Committee where call is required. The Committee will discuss and agree to how much data will need to be pulled. Hospital Staffing committee will discuss and make recommendations for the staffing plan based on this data (including but not limited to reducing the amount of call and standby, reducing and increasing FTEs, changing call rotations).

16.3.1 Composition. The HSC 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 the employer.

16.3.2 Committee Pay. Participation in the HSC shall be on scheduled work time and compensated at the appropriate rate of pay. HSC members shall be relieved of all other work duties during meetings of the committee.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Grievance defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

17.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

17.2.1 Terminations. Grievances resulting from the termination of employees shall be filed at Step 2 of the grievance procedure.

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

Step 1. Immediate Supervisor.

If any employee has a grievance, the employee shall first present the grievance in writing to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to immediately resolve the problem and shall respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Employee, Union Representative and Chief Operating Officer or Designee.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee and Union representative, if requested by the employee, shall present the grievance in writing (setting forth the detailed facts concerning the nature of the grievance, contractual provisions allegedly violated and relief sought) to the Chief Operating Officer or designee within fourteen (14) calendar days of the immediate supervisor's decision. The Chief Operating Officer and/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. Vice President Human Resources.

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, or designee, within fourteen (14) calendar days of the receipt of the Step 2 response. The Vice President Human Resources, and/or designee, employee and 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.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Vice President Human Resources or designee. If the Hospital and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties.

The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing.

All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, 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 18 – NO STRIKE NO LOCKOUT (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 employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown, or other work stoppage or a threat thereof. The Union and its officers will do everything within their power to end or avert the same. Any employee participating in any strike, sympathy strike, walkout, slowdown or work stoppage will be subject to immediate dismissal. The Employer agrees that in consideration of the above, it will not lock out employees during the term of this Agreement.

ARTICLE 19 - GENERAL PROVISIONS

19.1 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 agree 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. The terms of agreement expressed herein constitute the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

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

19.3 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.

ARTICLE 20 - DURATION

This Agreement shall become effective on ratification and shall remain in full force and effect to and including, June 30, 2027 unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of 05/05/2026 2025.

Dalph Watson

Dalph Watson
Region CHRO-NW Human Resources

jane hopkins

Jane Hopkins
President

Nathan Schoone
System Director, Employee & Labor Relations

Laura Dougherty

Laura Dougherty
Negotiator

Yolanda King-Lowe
Secretary-Treasurer

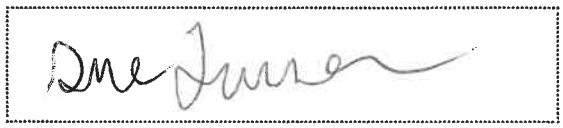
Bargaining Team St. Clare Hospital, 2025

***Please write inside the box without the writing touching the edges of the box.**

Chrystal Thompson
Sterile Processing Tech, Sterile Processing

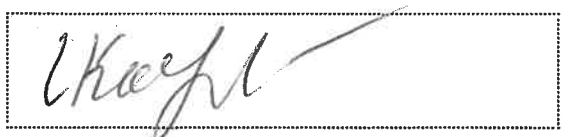
CJ Gist
Perioperative Support Tech , OR

Cora Wilson
Radiology Tech, Radiology



Sue Turner
Nutrition Assistant I, Dietary

Myra Morales
Respiratory Therapist, Respiratory



Lyubov Kulibaba
Polysom Technician, Sleep Lab

BT Team Member Name
BT Team Member Job Title, Dept

BT Team Member Name
BT Team Member Job Title, Dept

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APPENDIX A

SEIU Service

Ratification

Contract Position Title	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26
COOK	$21.95	$22.50	$23.06	$23.64	$24.23	$24.84	$25.46	$26.10	$26.75	$27.42	$28.04	$28.67	$29.32	$29.98	$30.65	$31.34	$32.05	$32.77	$33.51	$34.26	$35.03						
DIAG IMAG REP	$21.88	$22.43	$22.99	$23.56	$24.15	$24.75	$25.37	$26.00	$26.65	$27.32	$27.93	$28.56	$29.20	$29.86	$30.53	$31.22	$31.92	$32.64	$33.37	$34.12	$34.89						
DIAG IMAGING AIDE/TRANSPORTER	$21.90	$22.45	$23.01	$23.59	$24.18	$24.78	$25.40	$26.04	$26.69	$27.36	$27.98	$28.61	$29.25	$29.91	$30.58	$31.27	$31.97	$32.69	$33.43	$34.18	$34.95						
EMERGENCY ROOM TECH	$23.77	$24.36	$24.97	$25.59	$26.23	$26.89	$27.56	$28.25	$28.96	$29.68	$30.35	$31.03	$31.73	$32.44	$33.17	$33.92	$34.68	$35.46	$36.26	$37.08	$37.91						
ENVIRON SVC TECH	$21.27	$21.80	$22.35	$22.91	$23.48	$24.07	$24.67	$25.29	$25.92	$26.57	$27.17	$27.78	$28.41	$29.05	$29.70	$30.37	$31.05	$31.75	$32.46	$33.19	$33.94						
HEALTH UNIT COORD/SCHEDULER	$22.67	$23.24	$23.82	$24.42	$25.03	$25.66	$26.30	$26.96	$27.63	$28.32	$28.96	$29.61	$30.28	$30.96	$31.66	$32.37	$33.10	$33.84	$34.60	$35.38	$36.18						
IVENTORY CONTROL SPEC	$22.64	$23.21	$23.79	$24.38	$24.99	$25.61	$26.25	$26.91	$27.58	$28.27	$28.91	$29.56	$30.23	$30.91	$31.61	$32.32	$33.05	$33.79	$34.55	$35.33	$36.12						
MAILROOM ATTENDANT	$20.82	$21.34	$21.87	$22.42	$22.98	$23.55	$24.14	$24.74	$25.36	$25.99	$26.57	$27.17	$27.78	$28.41	$29.05	$29.70	$30.37	$31.05	$31.75	$32.46	$33.19						
MAINTENANCE ASST	$28.55	$29.13	$29.70	$30.37	$30.93	$31.56	$32.14	$32.79	$33.50	$34.12	$34.79	$35.46	$36.16	$36.88	$37.65	$38.37	$39.16	$39.96	$40.72	$41.53	$42.38	$42.38	$43.22	$43.22	$44.09	$44.09	$44.97
MAINTENANCE ENGINEER	$40.00	$40.79	$41.61	$42.43	$43.28	$44.10	$44.99	$45.89	$46.85	$47.80	$48.78	$49.61	$50.61	$51.60	$52.66	$53.69	$54.75	$55.86	$56.97	$58.12	$59.28	$59.28	$60.47	$60.47	$61.68	$61.68	$62.90
MATERIALS SPECIALIST	$20.98	$21.50	$22.04	$22.59	$23.15	$23.73	$24.32	$24.93	$25.55	$26.19	$26.78	$27.38	$28.00	$28.63	$29.27	$29.93	$30.60	$31.29	$31.99	$32.71	$33.45						
MONITOR TECH/HUC	$22.67	$23.24	$23.82	$24.42	$25.03	$25.66	$26.30	$26.96	$27.63	$28.32	$28.96	$29.61	$30.28	$30.96	$31.66	$32.37	$33.10	$33.84	$34.60	$35.38	$36.18						
NRSNG TECH REG-STDNT	$21.89																										
NURSE ASST CERT/CNA	$21.89	$22.44	$23.00	$23.58	$24.17	$24.77	$25.39	$26.02	$26.67	$27.34	$27.96	$28.59	$29.23	$29.89	$30.56	$31.25	$31.95	$32.67	$33.41	$34.16	$34.93						
NURSE ASST/HUC	$22.67	$23.24	$23.82	$24.42	$25.03	$25.66	$26.30	$26.96	$27.63	$28.32	$28.96	$29.61	$30.28	$30.96	$31.66	$32.37	$33.10	$33.84	$34.60	$35.38	$36.18						
NUTRITION ASSISTANT I	$20.84	$21.36	$21.89	$22.44	$23.00	$23.58	$24.17	$24.77	$25.39	$26.02	$26.61	$27.21	$27.82	$28.45	$29.09	$29.74	$30.41	$31.09	$31.79	$32.51	$33.24						
NUTRITION ASSISTANT II	$21.88	$22.43	$22.99	$23.56	$24.15	$24.75	$25.37	$26.00	$26.65	$27.32	$27.93	$28.56	$29.20	$29.86	$30.53	$31.22	$31.92	$32.64	$33.37	$34.12	$34.89						
PAINTER	$27.00	$27.68	$28.37	$29.08	$29.81	$30.56	$31.32	$32.10	$32.90	$33.72	$34.48	$35.26	$36.05	$36.86	$37.69	$38.54	$39.41	$40.30	$41.21	$42.14	$43.09						
PERIOP SUPPORT TECH	$21.42	$21.96	$22.51	$23.07	$23.65	$24.24	$24.85	$25.47	$26.11	$26.76	$27.36	$27.98	$28.61	$29.25	$29.91	$30.58	$31.27	$31.97	$32.69	$33.43	$34.18						
PT CHART REP	$21.03	$21.56	$22.10	$22.65	$23.22	$23.80	$24.40	$25.01	$25.64	$26.28	$26.87	$27.47	$28.09	$28.72	$29.37	$30.03	$30.71	$31.40	$32.11	$32.83	$33.57						
PT SERVICES REP	$20.83	$21.35	$21.88	$22.43	$22.99	$23.56	$24.15	$24.75	$25.37	$26.00	$26.59	$27.19	$27.80	$28.43	$29.07	$29.72	$30.39	$31.07	$31.77	$32.48	$33.21						
REHAB ASST	$20.00	$20.50	$21.01	$21.54	$22.08	$22.63	$23.20	$23.78	$24.37	$24.98	$25.54	$26.11	$26.70	$27.30	$27.91	$28.54	$29.18	$29.84	$30.51	$31.20	$31.90						
SCHEDULING COORD	$22.67	$23.24	$23.82	$24.42	$25.03	$25.66	$26.30	$26.96	$27.63	$28.32	$28.96	$29.61	$30.28	$30.96	$31.66	$32.37	$33.10	$33.84	$34.60	$35.38	$36.18						
STERILE PROCESSING TECH	$25.05	$25.80	$26.57	$27.37	$28.19	$29.04	$29.91	$30.80	$31.73	$32.69	$33.66	$34.67	$35.71	$36.78	$37.52	$38.27	$39.04	$39.82	$40.62	$41.43	$42.27						
STOREROOM CLERK	$20.98	$21.50	$22.04	$22.59	$23.15	$23.73	$24.32	$24.93	$25.55	$26.19	$26.78	$27.38	$28.00	$28.63	$29.27	$29.93	$30.60	$31.29	$31.99	$32.71	$33.45						

Year 2 Effective July 1, 2025

Contract Position Title	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26
COOK	$22.95	$23.50	$24.06	$24.64	$25.23	$25.84	$26.46	$27.10	$27.75	$28.42	$29.04	$29.67	$30.32	$30.98	$31.65	$32.34	$33.05	$33.77	$34.51	$35.26	$36.03						
DIAG IMAG REP	$22.88	$23.43	$23.99	$24.56	$25.15	$25.75	$26.37	$27.00	$27.65	$28.32	$28.93	$29.56	$30.20	$30.86	$31.53	$32.22	$32.92	$33.64	$34.37	$35.12	$35.89						
DIAG IMAGING AIDE/TRANSPORTER	$22.90	$23.45	$24.01	$24.59	$25.18	$25.78	$26.40	$27.04	$27.69	$28.36	$28.98	$29.61	$30.25	$30.91	$31.58	$32.27	$32.97	$33.69	$34.43	$35.18	$35.95						
EMERGENCY ROOM TECH	$24.77	$25.36	$25.97	$26.59	$27.23	$27.89	$28.56	$29.25	$29.96	$30.68	$31.35	$32.03	$32.73	$33.44	$34.17	$34.92	$35.68	$36.46	$37.26	$38.08	$38.91						
ENVIRON SVC TECH	$22.27	$22.80	$23.35	$23.91	$24.48	$25.07	$25.67	$26.29	$26.92	$27.57	$28.17	$28.78	$29.41	$30.05	$30.70	$31.37	$32.05	$32.75	$33.46	$34.19	$34.94						
HEALTH UNIT COORD/SCHEDULER	$23.67	$24.24	$24.82	$25.42	$26.03	$26.66	$27.30	$27.96	$28.63	$29.32	$29.96	$30.61	$31.28	$31.96	$32.66	$33.37	$34.10	$34.84	$35.60	$36.38	$37.18						
IVENTORY CONTROL SPEC	$23.64	$24.21	$24.79	$25.38	$25.99	$26.61	$27.25	$27.91	$28.58	$29.27	$29.91	$30.56	$31.23	$31.91	$32.61	$33.32	$34.05	$34.79	$35.55	$36.33	$37.12						
MAILROOM ATTENDANT	$21.82	$22.34	$22.87	$23.42	$23.98	$24.55	$25.14	$25.74	$26.36	$26.99	$27.57	$28.17	$28.78	$29.41	$30.05	$30.70	$31.37	$32.05	$32.75	$33.46	$34.19						
MAINTENANCE ASST	$29.55	$30.13	$30.70	$31.37	$31.93	$32.56	$33.14	$33.79	$34.50	$35.12	$35.79	$36.46	$37.16	$37.88	$38.65	$39.37	$40.16	$40.96	$41.72	$42.53	$43.38	$43.38	$44.22	$44.22	$45.09	$45.09	$45.97
MAINTENANCE ENGINEER	$41.00	$41.79	$42.61	$43.43	$44.28	$45.10	$45.99	$46.89	$47.85	$48.80	$49.78	$50.61	$51.61	$52.60	$53.66	$54.69	$55.75	$56.86	$57.97	$59.12	$60.28	$60.28	$61.47	$61.47	$62.68	$62.68	$63.90
MATERIALS SPECIALIST	$21.98	$22.50	$23.04	$23.59	$24.15	$24.73	$25.32	$25.93	$26.55	$27.19	$27.78	$28.38	$29.00	$29.63	$30.27	$30.93	$31.60	$32.29	$32.99	$33.71	$34.45						
MONITOR TECH/HUC	$23.67	$24.24	$24.82	$25.42	$26.03	$26.66	$27.30	$27.96	$28.63	$29.32	$29.96	$30.61	$31.28	$31.96	$32.66	$33.37	$34.10	$34.84	$35.60	$36.38	$37.18						
NRSNG TECH REG-STDNT	$22.89																										
NURSE ASST CERT/CNA	$22.89	$23.44	$24.00	$24.58	$25.17	$25.77	$26.39	$27.02	$27.67	$28.34	$28.96	$29.59	$30.23	$30.89	$31.56	$32.25	$32.95	$33.67	$34.41	$35.16	$35.93						
NURSE ASST/HUC	$23.67	$24.24	$24.82	$25.42	$26.03	$26.66	$27.30	$27.96	$28.63	$29.32	$29.96	$30.61	$31.28	$31.96	$32.66	$33.37	$34.10	$34.84	$35.60	$36.38	$37.18						
NUTRITION ASSISTANT I	$21.84	$22.36	$22.89	$23.44	$24.00	$24.58	$25.17	$25.77	$26.39	$27.02	$27.61	$28.21	$28.82	$29.45	$30.09	$30.74	$31.41	$32.09	$32.79	$33.51	$34.24						
NUTRITION ASSISTANT II	$22.88	$23.43	$23.99	$24.56	$25.15	$25.75	$26.37	$27.00	$27.65	$28.32	$28.93	$29.56	$30.20	$30.86	$31.53	$32.22	$32.92	$33.64	$34.37	$35.12	$35.89						
PAINTER	$28.00	$28.68	$29.37	$30.08	$30.81	$31.56	$32.32	$33.10	$33.90	$34.72	$35.48	$36.26	$37.05	$37.86	$38.69	$39.54	$40.41	$41.30	$42.21	$43.14	$44.09						
PERIOP SUPPORT TECH	$22.42	$22.96	$23.51	$24.07	$24.65	$25.24	$25.85	$26.47	$27.11	$27.76	$28.36	$28.98	$29.61	$30.25	$30.91	$31.58	$32.27	$32.97	$33.69	$34.43	$35.18						
PT CHART REP	$22.03	$22.56	$23.10	$23.65	$24.22	$24.80	$25.40	$26.01	$26.64	$27.28	$27.87	$28.47	$29.09	$29.72	$30.37	$31.03	$31.71	$32.40	$33.11	$33.83	$34.57						
PT SERVICES REP	$21.83	$22.35	$22.88	$23.43	$23.99	$24.56	$25.15	$25.75	$26.37	$27.00	$27.59	$28.19	$28.80	$29.43	$30.07	$30.72	$31.39	$32.07	$32.77	$33.48	$34.21						
REHAB ASST	$21.00	$21.50	$22.01	$22.54	$23.08	$23.63	$24.20	$24.78	$25.37	$25.98	$26.54	$27.11	$27.70	$28.30	$28.91	$29.54	$30.18	$30.84	$31.51	$32.20	$32.90						
SCHEDULING COORD	$23.67	$24.24	$24.82	$25.42	$26.03	$26.66	$27.30	$27.96	$28.63	$29.32	$29.96	$30.61	$31.28	$31.96	$32.66	$33.37	$34.10	$34.84	$35.60	$36.38	$37.18						
STERILE PROCESSING TECH	$26.05	$26.80	$27.57	$28.37	$29.19	$30.04	$30.91	$31.80	$32.73	$33.69	$34.66	$35.67	$36.71	$37.78	$38.52	$39.27	$40.04	$40.82	$41.62	$42.43	$43.27						
STOREROOM CLERK	$21.98	$22.50	$23.04	$23.59	$24.15	$24.73	$25.32	$25.93	$26.55	$27.19	$27.78	$28.38	$29.00	$29.63	$30.27	$30.93	$31.60	$32.29	$32.99	$33.71	$34.45						

Year 3 Effective July 1, 2026

Contract Position Title	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26
COOK	$23.95	$24.50	$25.06	$25.64	$26.23	$26.84	$27.46	$28.10	$28.75	$29.42	$30.04	$30.67	$31.32	$31.98	$32.65	$33.34	$34.05	$34.77	$35.51	$36.26	$37.03						
DIAG IMAG REP	$23.88	$24.43	$24.99	$25.56	$26.15	$26.75	$27.37	$28.00	$28.65	$29.32	$29.93	$30.56	$31.20	$31.86	$32.53	$33.22	$33.92	$34.64	$35.37	$36.12	$36.89						
DIAG IMAGING/TRANSPORTER	$23.90	$24.45	$25.01	$25.59	$26.18	$26.78	$27.40	$28.04	$28.69	$29.36	$29.98	$30.61	$31.25	$31.91	$32.58	$33.27	$33.97	$34.69	$35.43	$36.18	$36.95						
EMERGENCY ROOM TECH	$25.77	$26.36	$26.97	$27.59	$28.23	$28.89	$29.56	$30.25	$30.96	$31.68	$32.35	$33.03	$33.73	$34.44	$35.17	$35.92	$36.68	$37.46	$38.26	$39.08	$39.91						
ENVIRON SVC TECH	$23.27	$23.80	$24.35	$24.91	$25.48	$26.07	$26.67	$27.29	$27.92	$28.57	$29.17	$29.78	$30.41	$31.05	$31.70	$32.37	$33.05	$33.75	$34.46	$35.19	$35.94						
HEALTH UNIT COORD/SCHEDULER	$24.67	$25.24	$25.82	$26.42	$27.03	$27.66	$28.30	$28.96	$29.63	$30.32	$30.96	$31.61	$32.28	$32.96	$33.66	$34.37	$35.10	$35.84	$36.60	$37.38	$38.18						
IVENTORY CONTROL SPEC	$24.64	$25.21	$25.79	$26.38	$26.99	$27.61	$28.25	$28.91	$29.58	$30.27	$30.91	$31.56	$32.23	$32.91	$33.61	$34.32	$35.05	$35.79	$36.55	$37.33	$38.12						
MAILROOM ATTENDANT	$22.82	$23.34	$23.87	$24.42	$24.98	$25.55	$26.14	$26.74	$27.36	$27.99	$28.57	$29.17	$29.78	$30.41	$31.05	$31.70	$32.37	$33.05	$33.75	$34.46	$35.19						
MAINTENANCE ASSISTANT	$30.55	$31.13	$31.70	$32.37	$32.93	$33.56	$34.14	$34.79	$35.50	$36.12	$36.79	$37.46	$38.16	$38.88	$39.65	$40.37	$41.16	$41.96	$42.72	$43.53	$44.38	$44.38	$45.22	$45.22	$46.09	$46.09	$46.97
MAINTENANCE ENGINEER	$42.00	$42.79	$43.61	$44.43	$45.28	$46.10	$46.99	$47.89	$48.85	$49.80	$50.78	$51.61	$52.61	$53.60	$54.66	$55.69	$56.75	$57.86	$58.97	$60.12	$61.28	$61.28	$62.47	$62.47	$63.68	$63.68	$64.90
MATERIALS SPECIALIST	$22.98	$23.50	$24.04	$24.59	$25.15	$25.73	$26.32	$26.93	$27.55	$28.19	$28.78	$29.38	$30.00	$30.63	$31.27	$31.93	$32.60	$33.29	$33.99	$34.71	$35.45						
MONITOR TECH/HUC	$24.67	$25.24	$25.82	$26.42	$27.03	$27.66	$28.30	$28.96	$29.63	$30.32	$30.96	$31.61	$32.28	$32.96	$33.66	$34.37	$35.10	$35.84	$36.60	$37.38	$38.18						
NRSNG TECH REG-STDNT	$23.89																										
NURSE ASST CERT/CNA	$23.89	$24.44	$25.00	$25.58	$26.17	$26.77	$27.39	$28.02	$28.67	$29.34	$29.96	$30.59	$31.23	$31.89	$32.56	$33.25	$33.95	$34.67	$35.41	$36.16	$36.93						
NURSE ASST/HUC	$24.67	$25.24	$25.82	$26.42	$27.03	$27.66	$28.30	$28.96	$29.63	$30.32	$30.96	$31.61	$32.28	$32.96	$33.66	$34.37	$35.10	$35.84	$36.60	$37.38	$38.18						
NUTRITION ASSISTANT I	$22.84	$23.36	$23.89	$24.44	$25.00	$25.58	$26.17	$26.77	$27.39	$28.02	$28.61	$29.21	$29.82	$30.45	$31.09	$31.74	$32.41	$33.09	$33.79	$34.51	$35.24						
NUTRITION ASSISTANT II	$23.88	$24.43	$24.99	$25.56	$26.15	$26.75	$27.37	$28.00	$28.65	$29.32	$29.93	$30.56	$31.20	$31.86	$32.53	$33.22	$33.92	$34.64	$35.37	$36.12	$36.89						
PAINTER	$29.00	$29.68	$30.37	$31.08	$31.81	$32.56	$33.32	$34.10	$34.90	$35.72	$36.48	$37.26	$38.05	$38.86	$39.69	$40.54	$41.41	$42.30	$43.21	$44.14	$45.09						
PERIOP SUPPORT TECH	$23.42	$23.96	$24.51	$25.07	$25.65	$26.24	$26.85	$27.47	$28.11	$28.76	$29.36	$29.98	$30.61	$31.25	$31.91	$32.58	$33.27	$33.97	$34.69	$35.43	$36.18						
PT CHART REP	$23.03	$23.56	$24.10	$24.65	$25.22	$25.80	$26.40	$27.01	$27.64	$28.28	$28.87	$29.47	$30.09	$30.72	$31.37	$32.03	$32.71	$33.40	$34.11	$34.83	$35.57						
PT SERVICES REP	$22.83	$23.35	$23.88	$24.43	$24.99	$25.56	$26.15	$26.75	$27.37	$28.00	$28.59	$29.19	$29.80	$30.43	$31.07	$31.72	$32.39	$33.07	$33.77	$34.48	$35.21						
REHAB ASST	$22.00	$22.50	$23.01	$23.54	$24.08	$24.63	$25.20	$25.78	$26.37	$26.98	$27.54	$28.11	$28.70	$29.30	$29.91	$30.54	$31.18	$31.84	$32.51	$33.20	$33.90						
SCHEDULER COORD	$24.67	$25.24	$25.82	$26.42	$27.03	$27.66	$28.30	$28.96	$29.63	$30.32	$30.96	$31.61	$32.28	$32.96	$33.66	$34.37	$35.10	$35.84	$36.60	$37.38	$38.18						
STERILE PROCESSING TECH	$27.05	$27.80	$28.57	$29.37	$30.19	$31.04	$31.91	$32.80	$33.73	$34.69	$35.66	$36.67	$37.71	$38.78	$39.52	$40.27	$41.04	$41.82	$42.62	$43.43	$44.27						
STOREROOM CLERK	$22.98	$23.50	$24.04	$24.59	$25.15	$25.73	$26.32	$26.93	$27.55	$28.19	$28.78	$29.38	$30.00	$30.63	$31.27	$31.93	$32.60	$33.29	$33.99	$34.71	$35.45						

APPENDIX A

SEIU Technical

Ratification

Contract Position Title	BASE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
ANESTHESIA TECHNICIAN	$25.38	$26.13	$26.93	$27.73	$28.53	$29.39	$30.30	$31.21	$32.15	$33.12	$34.10	$35.12	$36.17	$37.17	$38.19	$39.23	$40.13	$41.02	$41.75	$42.37	$43.00
CT TECH	$39.65	$40.83	$42.06	$43.36	$44.65	$45.94	$47.32	$48.73	$50.21	$51.70	$53.26	$54.87	$56.51	$58.07	$59.67	$61.31	$62.69	$64.10	$64.91	$65.73	$66.59
MRI TECH	$45.03	$46.39	$47.77	$49.20	$50.69	$52.20	$53.75	$55.35	$57.05	$58.74	$60.53	$62.34	$64.22	$66.00	$67.80	$69.67	$71.24	$72.84	$73.74	$74.66	$75.59
INTERVENTIONAL RAD TECH	$41.97	$43.27	$44.57	$45.89	$47.28	$48.71	$50.18	$51.65	$53.20	$54.79	$56.44	$58.14	$59.89	$61.68	$63.36	$65.11	$66.57	$67.91	$68.58	$69.27	$69.98
ECHO TECH	$45.85	$47.24	$48.64	$50.10	$51.60	$53.14	$54.74	$56.39	$58.10	$59.81	$61.64	$63.50	$65.40	$67.20	$69.05	$70.95	$72.74	$74.18	$75.12	$76.06	$77.02
NUCLEAR MED TECH	$45.85	$47.24	$48.64	$50.10	$51.60	$53.14	$54.74	$56.39	$58.10	$59.81	$61.64	$63.50	$65.40	$67.20	$69.05	$70.95	$72.74	$74.18	$75.12	$76.06	$77.02
PHARMACY TECH	$26.42	$27.23	$28.07	$28.89	$29.76	$30.67	$31.58	$32.55	$33.50	$34.53	$35.54	$36.60	$37.70	$38.74	$39.79	$40.88	$41.81	$42.75	$43.28	$43.82	$44.40
PHYSICAL THERAPY ASST	$30.87	$31.76	$32.73	$33.72	$34.73	$35.77	$36.84	$37.93	$39.08	$40.26	$41.46	$42.70	$43.98	$45.30	$46.68	$48.07	$49.27	$50.50	$50.75	$50.99	$51.23
POLYSOM TECHNICIAN TRAINEE	$31.58																				
RADIOLOGY TECH REG	$35.52	$36.55	$37.66	$38.79	$39.97	$41.14	$42.37	$43.65	$44.96	$46.32	$47.70	$49.13	$50.60	$52.12	$53.56	$55.02	$56.27	$57.39	$57.97	$58.55	$59.13
RADIOLOGY TECH-NONRG	$32.77																				
RADIOLOGY TECH-STUDENT	$31.97																				
RESP CR PRACTITIONER	$37.54	$38.68	$39.83	$41.01	$42.25	$43.53	$44.81	$46.15	$47.53	$48.98	$50.44	$51.96	$53.52	$54.99	$56.51	$58.07	$59.38	$60.72	$61.48	$62.24	$63.04
SLEEP LAB/EEG TECH	$33.57	$34.59	$35.62	$36.69	$37.79	$38.92	$40.10	$41.29	$42.54	$43.81	$45.11	$46.46	$47.86	$49.31	$50.79	$52.30	$53.61	$54.95	$55.23	$55.51	$55.78
SONOGRAPHER	$45.77	$47.13	$48.54	$50.02	$51.51	$53.06	$54.66	$56.29	$57.95	$59.71	$61.53	$63.37	$65.28	$67.23	$69.07	$70.97	$72.57	$74.02	$74.77	$75.52	$76.28
SONOGRAPHER-NONRG	$41.50																				
SONOGRAPHER-STUDENT	$40.38																				
SURGICAL TECH	$30.78	$31.66	$32.61	$33.61	$34.63	$35.66	$36.73	$37.82	$38.96	$40.13	$41.36	$42.60	$43.87	$45.19	$46.43	$47.70	$48.77	$49.75	$50.25	$50.75	$51.26

Year 2 Effective July 1, 2025

Contract Position Title	BASE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
ANESTHESIA TECHNICIAN	$26.40	$27.18	$28.01	$28.84	$29.67	$30.57	$31.51	$32.46	$33.44	$34.44	$35.46	$36.52	$37.62	$38.66	$39.72	$40.80	$41.74	$42.66	$43.42	$44.06	$44.72
CT TECHNOLOGIST	$41.24	$42.46	$43.74	$45.09	$46.44	$47.78	$49.21	$50.68	$52.22	$53.77	$55.39	$57.06	$58.77	$60.39	$62.06	$63.76	$65.20	$66.66	$67.51	$68.36	$69.25
ECHO TECHNOLOGIST	$47.68	$49.13	$50.59	$52.10	$53.66	$55.27	$56.93	$58.65	$60.42	$62.20	$64.11	$66.04	$68.02	$69.89	$71.81	$73.79	$75.65	$77.15	$78.12	$79.10	$80.10
INTERVENTIONAL TECHNOLOGIS	$43.65	$45.00	$46.35	$47.73	$49.17	$50.66	$52.19	$53.72	$55.33	$56.98	$58.70	$60.47	$62.29	$64.15	$65.89	$67.71	$69.23	$70.63	$71.32	$72.04	$72.78
MRI TECHNOLOGIST	$46.83	$48.25	$49.68	$51.17	$52.72	$54.29	$55.90	$57.56	$59.33	$61.09	$62.95	$64.83	$66.79	$68.64	$70.51	$72.46	$74.09	$75.75	$76.69	$77.65	$78.61
NUCLEAR MED TECHNOLOGIST	$47.68	$49.13	$50.59	$52.10	$53.66	$55.27	$56.93	$58.65	$60.42	$62.20	$64.11	$66.04	$68.02	$69.89	$71.81	$73.79	$75.65	$77.15	$78.12	$79.10	$80.10
PHARMACY TECH	$27.48	$28.32	$29.19	$30.05	$30.95	$31.90	$32.84	$33.85	$34.84	$35.91	$36.96	$38.06	$39.21	$40.29	$41.38	$42.52	$43.48	$44.46	$45.01	$45.57	$46.18
PHYSICAL THERAPY ASSISTANT	$32.10	$33.03	$34.04	$35.07	$36.12	$37.20	$38.31	$39.45	$40.64	$41.87	$43.12	$44.41	$45.74	$47.11	$48.55	$49.99	$51.24	$52.52	$52.78	$53.03	$53.28
POLYSOM TECHNICIAN	$34.91	$35.97	$37.04	$38.16	$39.30	$40.48	$41.70	$42.94	$44.24	$45.56	$46.91	$48.32	$49.77	$51.28	$52.82	$54.39	$55.75	$57.15	$57.44	$57.73	$58.01
POLYSOM TECHNICIAN TRAINEE	$32.84																				
RADIOLOGIC TECH-STUDENT	$33.25																				
RADIOLOGIC TECHNOLOGIST	$36.94	$38.01	$39.17	$40.34	$41.57	$42.79	$44.06	$45.40	$46.76	$48.17	$49.61	$51.10	$52.62	$54.20	$55.70	$57.22	$58.52	$59.69	$60.29	$60.89	$61.50
RADIOLOGIC TECHNOLOGIST NO	$34.08																				
RESPIRATORY CR THERAPIST	$39.04	$40.23	$41.42	$42.65	$43.94	$45.27	$46.60	$48.00	$49.43	$50.94	$52.46	$54.04	$55.66	$57.19	$58.77	$60.39	$61.76	$63.15	$63.94	$64.73	$65.56
SONOGRAPHER	$47.60	$49.02	$50.48	$52.02	$53.57	$55.18	$56.85	$58.54	$60.27	$62.10	$63.99	$65.90	$67.89	$69.92	$71.83	$73.81	$75.47	$76.98	$77.76	$78.54	$79.33
SONOGRAPHER NON REG	$43.16																				
SONOGRAPHER-STUDENT	$42.00																				
SURGICAL TECHNICIAN	$32.01	$32.93	$33.91	$34.95	$36.02	$37.09	$38.20	$39.33	$40.52	$41.74	$43.01	$44.30	$45.62	$47.00	$48.29	$49.61	$50.72	$51.74	$52.26	$52.78	$53.31

Year 3 Effective July 1, 2026

Contract Position Title	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
ANESTHESIA TECHNICIAN	$27.46	$28.27	$29.13	$29.99	$30.86	$31.79	$32.77	$33.76	$34.78	$35.82	$36.88	$37.98	$39.12	$40.21	$41.31	$42.43	$43.41	$44.37	$45.16	$45.82	$46.51
CT TECHNOLOGIST	$42.89	$44.16	$45.49	$46.89	$48.30	$49.69	$51.18	$52.71	$54.31	$55.92	$57.61	$59.34	$61.12	$62.81	$64.54	$66.31	$67.81	$69.33	$70.21	$71.09	$72.02
ECHO TECHNOLOGIST	$49.59	$51.10	$52.61	$54.18	$55.81	$57.48	$59.21	$61.00	$62.84	$64.69	$66.67	$68.68	$70.74	$72.69	$74.68	$76.74	$78.68	$80.24	$81.24	$82.26	$83.30
INTERVENTIONAL TECHNOLOGIS	$45.40	$46.80	$48.20	$49.64	$51.14	$52.69	$54.28	$55.87	$57.54	$59.26	$61.05	$62.89	$64.78	$66.72	$68.53	$70.42	$72.00	$73.46	$74.17	$74.92	$75.69
MRI TECHNOLOGIST	$48.70	$50.18	$51.67	$53.22	$54.83	$56.46	$58.14	$59.86	$61.70	$63.53	$65.47	$67.42	$69.46	$71.39	$73.33	$75.36	$77.05	$78.78	$79.76	$80.76	$81.75
NUCLEAR MED TECHNOLOGIST	$49.59	$51.10	$52.61	$54.18	$55.81	$57.48	$59.21	$61.00	$62.84	$64.69	$66.67	$68.68	$70.74	$72.69	$74.68	$76.74	$78.68	$80.24	$81.24	$82.26	$83.30
PHARMACY TECH	$28.58	$29.45	$30.36	$31.25	$32.19	$33.18	$34.15	$35.20	$36.23	$37.35	$38.44	$39.58	$40.78	$41.90	$43.04	$44.22	$45.22	$46.24	$46.81	$47.39	$48.03
PHYSICAL THERAPY ASSISTANT	$33.38	$34.35	$35.40	$36.47	$37.56	$38.69	$39.84	$41.03	$42.27	$43.54	$44.84	$46.19	$47.57	$48.99	$50.49	$51.99	$53.29	$54.62	$54.89	$55.15	$55.41
POLYSOM TECHNICIAN	$36.31	$37.41	$38.52	$39.69	$40.87	$42.10	$43.37	$44.66	$46.01	$47.38	$48.79	$50.25	$51.76	$53.33	$54.93	$56.57	$57.98	$59.44	$59.74	$60.04	$60.33
POLYSOM TECHNICIAN TRAINEE	$34.15																				
RADIOLOGIC TECH-STUDENT	$34.58																				
RADIOLOGIC TECHNOLOGIST	$38.42	$39.53	$40.74	$41.95	$43.23	$44.50	$45.82	$47.22	$48.63	$50.10	$51.59	$53.14	$54.72	$56.37	$57.93	$59.51	$60.86	$62.08	$62.70	$63.33	$63.96
RADIOLOGIC TECHNOLOGIST NO	$35.44																				
RESPIRATORY THERAPIST	$40.60	$41.84	$43.08	$44.36	$45.70	$47.08	$48.46	$49.92	$51.41	$52.98	$54.56	$56.20	$57.89	$59.48	$61.12	$62.81	$64.23	$65.68	$66.50	$67.32	$68.18
SONOGRAPHER	$49.50	$50.98	$52.50	$54.10	$55.71	$57.39	$59.12	$60.88	$62.68	$64.58	$66.55	$68.54	$70.61	$72.72	$74.70	$76.76	$78.49	$80.06	$80.87	$81.68	$82.50
SONOGRAPHER NON REG	$44.89																				
SONOGRAPHER-STUDENT	$43.68																				
SURGICAL TECHNICIAN	$33.29	$34.25	$35.27	$36.35	$37.46	$38.57	$39.73	$40.90	$42.14	$43.41	$44.73	$46.07	$47.44	$48.88	$50.22	$51.59	$52.75	$53.81	$54.35	$54.89	$55.44

2024 - 2027

Memorandum of Understanding

ST. CLARE HOSPITAL

and

SEIU HEALTHCARE 1199NW

(Non-Professional Employees)

1. Staffing Meeting. At the union's request, the Hospital's President, and other management individuals as designated by the COO, will meet and review staffing concerns with employees following ratification of the new union contract. Up to five (5) bargaining unit members may attend the meeting. A representative from SEIU and the SCH Human Resources Manager may also attend. The meeting will take place within sixty days (60) days of ratification and last up to ninety (90) minutes. Employees attending the meeting will be paid for time spent at the meeting. The President will communicate in writing all follow-up steps and any decision made in relation 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) 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 in the initial staffing meeting.

2. With regard to Article 7.7: Staffing for Quality Care and Services: Paragraph 3: the Labor-management committee may agree to utilize the services of the Federal Mediation and Conciliation Services for training on how to utilize collaborative problem solving approaches with regard to staffing.

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

4. Conference Committee. In recognition of the parties' joint commitment to quality patient care and services, the parties commit to the following regarding the Conference Committee: Within fourteen (14) days of ratification, the parties shall agree on a schedule of up to six (6) one and one-half hours long meetings of the Conference Committee over the following twelve (12) calendar months. For this series of meetings, the Union committee members shall be compensated for their attendance at all of the meetings. A staff person from the Union shall also attend these meetings. Following these twelve (12) months, the Conference Committee shall revert to the meeting schedule and regular business described in Article 16.1, unless otherwise agreed.

5. Regarding Article 6.12 – 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. The committee may make recommendations to the Union and to Human Resources regarding future best practices.

6. Medical Premiums. SEIU bargaining unit members will not be required to pay more for medical premiums than all other St. Clare Hospital employees.

7. 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, there will be a benefits subgroup of the Conference Committee. The Union will appoint up to a total of five (5) representatives from the represented bargaining units including one (1) organizer. The Employer will appoint up to five (5) Management representatives including up to two (2) HR representatives. The subgroup shall be advisory and shall begin by within ninety (90) days of the date of ratification. The subgroup will meet monthly, for up to 90 minutes per meeting, through the sixth (6^{th}) month following the date of the first meeting. After the sixth month, wellness will become a regular topic on the Conference Committee agenda. All representatives in the subgroup will be on paid release time for the meetings. The Employer and the Union agree to engage in a fully transparent process of information sharing that will lead to stronger engagement and overall success.

   The subgroup will also explore wellness best practices, hospital wellness participation data and to make recommendations for program improvements to management and the Union. If the subgroup develops any mutually agreed upon recommendation for changes, the Union and management shall, upon the request of either party, use the Conference Committee to review the recommendations. In performing its work, the subgroup will concentrate its efforts on:

   a. Understanding bargaining unit employee utilization
   b. Reviewing St. Clare Hospital 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.

8. Health Bonus. If a wellness incentive is not offered in a benefit plan year covered by the current CBA or if it reduced below $450, those employees who participate in an Employer 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 that benefit plan year. The hospital-based program will be designed by management with input from the Conference

Committee. Any earned health bonus will be paid in a lump sum in the first pay period of February the following year 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 union and employer agree that this obligation will end December 31, 2026.

9. 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.

10. Financial Assistance. VMFH employees may benefit from the same financial assistance that VMFH 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 VMFH facilities, 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 providing information about the charity care program.

11. Side Letter. Assurance in writing that employee's information is private. No one in the HR Department or any supervisor will have access to personal health information related to health insurance.

12. Training and Education. The hospital will provide funding for training and education in the amount of forty-thousand dollars ($40,000) for calendar year 2024. Any unused dollars from 2024 will roll over into the following calendar years until December 31, 2027. Only Technical employees covered by this bargaining agreement will be eligible to utilize this fund. Within six (6) months of ratification, the Conference Committee will create guidelines for accessing this funding.

13. Tax-Sheltered Annuity Plan. The Employer's former 403b tax-sheltered annuity retirement plan is frozen. Employees who have an existing vested balance in the plan will retain that based on plan requirements.

14. St. Clare Hospital 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 St. Clare Hospital and Dignity Health. To address these concerns as they may relate to the impact on bargaining unit employees at St. Clare Hospital ("the Hospital"), the Hospital attests that any new relationship involving St. Clare Hospital and Dignity Health or any comparable new relationship between St. Clare Hospital 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 Hospital. The 2024-2027 collective bargaining agreement will continue unaffected

through any new relationship between St. Clare Hospital and Dignity Health or through any comparable new relationship between St. Clare Hospital, CommonSpirit and any other entity for the contract term.

15. Annual Leave Donations for Collective Bargaining. Employees participating in union negotiations will be eligible to receive donated annual leave hours from other bargaining unit employees subject to the following:

    a. Donations may be collected anytime during negotiations and up until seven (7) 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. Following ratification, 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. Annual leave hours will be disbursed to respective bargaining unit members' annual leave bank within two (2) pay periods following receipt of the disbursement instructions from the union.
    e. The donations and disbursements will be hour-for-hour.

16. Lactation Room. Breastfeeding employees may request access to a designated place for the expression of breast milk consistent with Hospital policy and RCW 43.70.640.

17. A Conference Committee Standing Item. A standing item of the Conference Committee will be COVID initiatives which may include updates on personal protective equipment (PPE); protocol adjustments to meet changing regulatory guidelines; quarantine trends.

    a. Low Census utilization will be a standing agenda item for the Conference Committee.

    b. Every Quarter during, Conference Committee, at SEIU's request, we will provide 6 months of callback utilization information.

18. In lieu of mandatory low census, the Hospital agrees to reassign employees working in Perioperative Services and Sterile Processing to other duties within the Hospital that the employee is qualified to perform, in the opinion of management. The reassignment may be within the employee's home department or in any other hospital department. This commitment is effective through February 1, 2022. The parties will meet (SEIU-union) and (SCH-Employer) to discuss an extension.

19. The employer will allow volunteers to cover assigned standby shifts in Cardio-Pulmonary Department (Respiratory Therapy) if appropriate. The parties also agree that they will meet to discuss the mandatory call issue and jointly review possible alternatives. The Employer reserves the right to determine standby and callback needs. If the parties (SEIU- Union) and (SCH- Employer) feel that other departments are having similar issues, the parties may recommend at Conference Committee a similar process.

20. 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 employees 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 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 Employee Safety Committee.

21. Productivity. To better understand staffing for quality care, a Subject Matter Expert will attend the Hospital Staffing Committee, if invited by the committee and subject to availability, to explain productivity measures.

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

23. 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:

    1. Employees will submit an attestation form regarding their past experience and step placement to the union and the employer.
    2. 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.
    3. Any step adjustment will be effective the first full pay period following the thirty (30) days in #2 above.

    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 due to another member being moved as a result of 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.

24. EVS Certification Program. The parties will meet within one hundred eighty (180) days of ratification to determine a plan for a voluntary program for certification for Environmental Services employees through the SEIU Healthcare 1199NW Training Fund. The SEIU Healthcare 1199NW Multi-Employer Training Fund shall participate in the meeting. The parties shall decide on criteria for EVS staff to participate in the program, with the goal that all staff who wish to participate in the program shall have the opportunity to do so over the course of the Collective Bargaining Agreement, taking into consideration employer needs. EVS staff who become certified and maintain certification shall be paid $1.00/hour premium above their base rate of pay.

25. 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 pro-rated bonus according to FTE in the total gross amount of $1,700.00 ("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 two pay periods post of the membership's ratification of the newly negotiated collective bargaining agreement by and between the Union and the Employer.

26. 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 a periodic Review of the Plan to identify any areas that require improvement.

Memorandum of Understanding
by and between
St. Clare Hospital
and
SEIU HEALTHCARE 1199NW
(for the duration of the 2024-2027 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 Conference Committee will evaluate safety and security issues impacting the bargaining unit members and bring forth concerns to the Employee Safety Committee. The site security supervisor or designee will attend the Conference Committee if invited for the safety and security portion of the meeting. This discussion should occur at the beginning of the meeting.
- The Hospital will revise its protocols for searches of patients and visitors. These guidelines will include use of metal-detector wands by security staff.
- 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.
- Within 90 days of ratification the employer will review badge access for the Surgical Suite and locker room areas to ensure safety and authorized employee access.
- 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.

Memorandum of Understanding
by and between
St. Clare Hospital
and
SEIU HEALTHCARE 1199NW
(for the duration of the 2024-2027 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 metal detector wands per the Memorandum of Understanding,Commitment to Workplace Safety & Violence Prevention Plan, in the 2024-2027 Contract Agreement only.

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 Hospital quarterly 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 Pilot at St. Clare Hospital. The Hospital 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.

Memorandum of Understanding
by and between
St. Clare Hospital
and
SEIU HEALTHCARE 1199NW
(for the duration of the 2024-2027 Agreement)

EVS Staffing

Within ninety (90) days of ratification, the parties will create an Environmental Services (EVS) as an agenda topic as part of the Conference Committee. This committee will review operations of the EVS department based on data. Union representatives will be chosen by the Union. Members of this committee shall be compensated for their attendance at committee meetings at their appropriate rates of pay.

Purpose:
The parties recognize that environmental services work spans across the entire facility and plays an essential role in patient throughput, patient satisfaction and caregiver satisfaction. The parties agree that EVS consistent area assignments, foster teamwork, expertise, and a clean care environment. During the term of this Agreement, the hospital will not change the current process of EVS assignments without prior discussion in the Conference Committee absent exigent circumstances.

While efforts are made to allow for regular assignments, employees may be assigned to other areas to ensure that throughput and patient needs are addressed. The Employer will endeavor to have consistency in work assignments whenever possible.

Process for Escalating Assignment and Staffing Concerns:
EVS staff with concerns about their assignment or staffing should address concerns with their supervisor. Staffing and workload issues should be addressed promptly at the time of occurrence, during the escalation process the caregiver may refer to industry standards.

The escalation may be resolved through resources such as adjustments in assignments, the use of other staffing resources (e.g., calling in additional staff, moving staff from another area assignment), adjustments to work loads, adjustments to work schedules, or other resources. To assist in addressing an EVS Tech's immediate concern, the lead and/or EVS Tech shall have the authority to take the steps outlined below:

- Take the concern to the Supervisor;
- Contact the manager (manager on call or designee) for additional assistance;
- Escalate urgent, unaddressed concerns through the Director.

EVS Techs will not be counseled, disciplined, and/or retaliated against for escalating staffing concerns.

Assignments and Relief:
EVS staff will be trained and oriented to any area they are expected to work and float. EVS staff, who are floated may raise a concern about the new area of floating and management will ensure the staff member is properly oriented before they are deployed.

Workplace Safety:
1. The Conference Committee will discuss patterns and trends related to workplace safety, injury, and light duty, as well as cleaning and disinfectant products utilized by the employer.
2. Cart Maintenance. To help prevent workplace injury and ensure the safety of all EVS staff, the employer commits to maintaining quality carts for EVS staff to use throughout the hospital. Carts with significant repairs needed will be prioritized for replacement. Employees are to report any issues concerning equipment (including carts) that need repair and/or maintenance to their supervisor.

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.

ST. CLARE HOSPITAL

SEIU LOCAL 1199NW

jane hopkins RN

DATE

06/30/2026

DATE

06/30/2026