

**Agreement between
Evergreenhealth Monroe and SEIU
Healthcare 1199NW**

**EVERGREENHEALTH
MONROE
2023-2026 Contract
Support Services**



SEIUHealthcare.
United for Quality Care

December 31, 2023 - May 31, 2026
COLLECTIVE BARGAINING AGREEMENT
By and Between
EVERGREENHEALTH MONROE
and
SEIU HEALTHCARE 1199NW
(Support Services)

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PREAMBLE

This Agreement is made and entered into by and between EvergreenHealth Monroe, hereinafter referred to as the "Hospital," and SEIU Healthcare 1199NW, hereinafter referred to as the "Union." The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Hospital who are represented by the Union as set forth in Article 1.

ARTICLE 1 – RECOGNITION

1.1 Hospital Recognition. The Hospital recognizes the Union as the sole and exclusive bargaining representative for all Support Services employees employed by the Hospital, designated by the classifications set forth in the attached wage schedules and any new classification which belongs in Support Services that the Hospital may create over the life of this Agreement, excluding supervisors, managers, confidential employees and all other employees.

1.2 New Business. It is further recognized that if the Hospital engages in a business or activity not currently engaged in, the Hospital and the Union will meet to discuss the appropriateness of the bargaining unit and wages, hours and working conditions for positions determined to be appropriate to the bargaining unit.

1.3 Successor Employers. In the event that the Hospital is sold or leased, successor employers shall continue to be subject to the terms and condition of this Agreement.

ARTICLE 2 – UNION MEMBERSHIP – AUTHORIZED DEDUCTIONS

2.1 Union Membership. All employees covered by this Agreement or who are hired after this Agreement may become or remain members of the Union. Union membership applications and payroll deduction cards will be distributed to each new employee during orientation. The Hospital will notify covered employees that their position is in the bargaining unit at time of hire. Employees can learn more about union membership at www.seiu1199nw.org or from a Union organizer or delegate.

Upon transfer of control of the Hospital to any private entity, the language of this Article shall revert to the following language that was in effect prior to June 27, 2018:

Union Membership. All employees covered by this Agreement shall, as a condition of continued employment, become and remain members of the Union in good standing by the thirty-first (31st) day following control of the Hospital transferring to a private entity or commencement of employment; or, in the alternative, shall pay to the Union an agency fee equivalent to any initiation fee and monthly dues uniformly required of all Union members. Any employee who fails to comply with this requirement shall be discharged by the Hospital thirty (30) days after receipt of written notice from the Union by certified letter to the employee and the Hospital, unless within that thirty (30) day notice period the delinquent employee fulfills their agency fee obligation to the Union.

2.2 Dues Deduction. The Hospital will deduct, from the first two (2) pay periods of each month, an amount equal to the Union's uniform monthly dues and initiation fees from the pay of

each member of the Union, including on-call, temporary and per diem, who voluntarily executes a wage assignment authorization form. When filed with the Hospital, the authorization form will be honored in accordance with its terms unless an employee requests that the Hospital stop deducting dues, in which case the Hospital will honor the request and will notify the union. Dues or agency fee deductions will be transmitted to the Union by check payable to its order on or before the 20th day of each month. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues, agency fees, and initiation fees hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such employee.

2.3 Healthcare Leadership Fund Check Off. During the term of this Agreement, the Hospital shall deduct dues from the pay of each member of the Union who voluntarily executes an HLF wage assignment authorization form. When filed with the Hospital, 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 Hospital'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 Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such employee. Voluntary HLF contributions shall be a minimum of one dollar (\$1.00) per pay period.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse EvergreenHealth Monroe for its reasonable costs of administering the HLF check off in the parties' Collective Bargaining Agreement. The Hospital and Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Hospital's cost of administering their check off. Accordingly, the parties agree that the Hospital may retain one-quarter of one percent of all amounts deducted pursuant to the HLF check off provided in the parties' Collective Bargaining Agreement to reimburse the Hospital for its reasonable cost of administering the check off.

ARTICLE 3 – NONDISCRIMINATION

3.1 Nondiscrimination. The Hospital and the Union have a shared commitment to creating a culture of diversity, equity, and inclusion, where mutual respect is intrinsic. Discrimination has no place in the organization. The Hospital and the Union agree that conditions of employment shall be consistent with applicable federal, state and municipal laws regarding nondiscrimination. Employees believing that they have been subject to or witnessed harassment or discrimination should reference applicable Hospital policies and follow reporting procedures. The Hospital takes allegations seriously and protects employees from retaliation from co-workers and supervisors.

3.2 Lawful Activities. No employee covered by this Agreement shall be discriminated against because of membership in the Union or lawful activities on behalf of the Union.

3.3 Bathroom Equity. The Hospital shall recognize all single user bathrooms as all-gender bathrooms in work locations and will make a good faith effort to provide signage to the same.

3.4 Language Access. The parties recognize that Evergreen is a multi-lingual community of employees serving multi-lingual patients and visitors. There will be no illegal discrimination by the Employer for employees speaking, as appropriate, in other languages. When speaking in other languages, an employee remains subject to Hospital policies and may be investigated for potential misconduct without violating this section (e.g., employees must continue to abide by civility requirements when speaking in other languages and may be investigated for reports of incivility). Prior to investigation, the Employer should have a reasonable belief of a potential violation of policy.

ARTICLE 4 – RIGHT OF ACCESS-UNION BUSINESS

4.1 Union Delegates. The Union shall have the right to designate Union delegates to represent departments, clinics and/or other facilities of the Hospital and to represent job classifications or service areas in the Hospital. The Union shall notify the Hospital of the names of all current Union delegates and give written notice to the Hospital within thirty days of ratification of the Agreement the names of these persons which shall be updated within thirty days of any delegate change. The Union delegate shall be the Union's spokesperson at the worksite of the delegate's designation for purposes of general representation.

The parties acknowledge the general proposition that Union business performed by the Union delegates, including the investigation of grievances will be conducted during non-working hours (e.g., rest breaks (9.6), meal periods (9.7) and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, the Union delegate will be allowed a reasonable amount of time during working hours to perform such function provided that the Supervisor concurs that the delegate may be spared and provided that such activities shall not take precedence over their normal job duties or the requirements of patient care.

Subject to appropriate advance notice, schedule and staffing requirements, union officers and delegates (not to exceed a total of eight [8] employees) may use eight (8) hours per calendar year of paid time to attend Union sponsored training in leadership, representation and dispute resolution.

4.2 Bulletin Boards. The Hospital will provide bulletin boards for posting of official Union announcements and notification of Union activities. The Union will provide a copy of posted materials-to the Director of Human Resources at the time of posting. All postings will be signed by a Union delegate.

4.3 Negotiating Committee. Subject to department staffing considerations, members of the Union negotiating committee will be granted time off without pay to attend all bargaining sessions. The Union shall notify the Hospital of the names of the Union's negotiating committee prior to establishing dates for negotiations.

4.4 Rosters. As soon as practicable after the signing of this Agreement and monthly thereafter, the Hospital shall provide the Union with a list of all employees covered by this Agreement by email or on a mutually agreeable format. The list shall include (if available from the Hospital's

HRIS system) names, addresses, phone numbers, personal email, work location, department, employee identification numbers, hire dates, FTE status, position title, current shift, unit, gross earnings (year to date) and hourly rates of pay, hours worked, and language preference (if available) for each employee. Each month the Hospital shall also send a list of new hires, rehires, transferred into or out of the bargaining unit, promoted, reclassified, downgraded, employees on leave of absence, terminations, and employees on the recall list, along with their addresses, FTE status, rate of pay, unit, and shift. If there are no such employees, this list need not be provided.

4.5 Union Meetings. The Union will have the right to the use of a public meeting room at the Hospital for Union meetings in accordance with the Hospital's meeting room policy, providing sufficient advance request for the use of such facilities is made to the Director of Human Resources (or designee) and space is available.

4.6 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to the Hospital's premises for the purpose of transacting Union business. Union business shall not take place in patient care areas which shall include restricted areas which may have union bulletin boards or 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.

Note: The intent of Section 4.6 is that such activity will occur during rest breaks, lunch periods and non-work hours, and not during an employee's working time.

4.7 New Hire Orientations. The Hospital will provide the Union delegate access to newly hired employees at the time of their regularly scheduled hospital-wide orientation for the purpose of introduction and orientation to the Union. Newly hired employees will be in paid status for up to one-half (1/2) hour while meeting with the Union delegate (who should arrange with their manager unpaid release time) during the hospital-wide orientation, and the Hospital will encourage new employees to attend.

4.7.1 Virtual Orientation. If the Hospital conducts virtual orientation, the Union may meet with employees virtually during the new employee orientation. In this case, the Union will provide a link for the orientation which the Employer will then make available to new employees.

4.7.2 Orientation List. The Hospital will provide the Union with a list of new employees in the bargaining unit no later than 48-hours before the new employee orientation that employee is attending. The list will include each newly hired employee's name, job title, FTE, department, personal e-mail address (as provided to the employer), and phone number (as provided to the employer).

4.7.3 Other New Employees. For new employees of the bargaining who do not attend the hospital-wide orientation within their first ninety days in the bargaining unit (e.g., Hospital employees transferring into bargaining unit positions, employees whose orientation has been delayed), the hospital will provide the Union access to the employee for up to one-half (1/2) hour at a mutually agreeable time within ninety (90) days of the employee's start date within the bargaining unit. The new employee of the bargaining unit

will be in paid status for up to one-half (1/2) hour while meeting with the Union delegate during this meeting.

4.8 Public Information Requests. The Hospital will notify the Union of any public records request that seeks personal information related to the bargaining unit as a whole. Notice will be provided as soon as practicable following receipt. The Hospital will make a good faith effort to provide notice prior to transmission of any documents in response to public records requests.

ARTICLE 5 – MANAGEMENT RIGHTS

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

ARTICLE 6 – DEFINITIONS

6.1 Regular Employee. A regular employee, so classified on the Hospital's payroll records, is an employee hired on a full-time or part-time basis and who has completed the probationary period and is assigned duties associated with a position recognized as and identified with the Hospital's regular organization.

6.2 Full-Time Employee. An employee who works on a regularly scheduled basis of at least thirty-six (36) hours per week or seventy-two (72) hours in a pay period and who has successfully completed the required probationary period.

6.3 Part-Time Employee. An employee who works on a regularly scheduled basis of less than thirty-six (36) hours per week or less than seventy-two (72) hours in a pay period and who has successfully completed the required probationary period. Part-time employees working less than 0.5 FTE (20 hours a week) may elect to receive a wage premium of fifteen percent (15%) in lieu of Paid Time Off (PTO) and sick leave as further described in Articles 11 and 12 (except for sick leave accruing under Article 12.1.1) or to participate in the deferred compensation program or

receive an employer retirement contribution. Employees may elect this option during the first ten (10) days of employment or annually on dates designated in advance by the employer.

6.4 Probationary Employee. An employee who has been hired by the Hospital on a full-time or part-time basis and who has been continuously employed by the Hospital for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee shall attain regular status. During the probationary period, an employee may be terminated without notice or cause, and without recourse to the grievance procedure.

6.5 Per Diem Employee. A per diem employee is an employee who is hired to work on an irregular basis, as an interim replacement for a regular employee, or for temporary work which does not extend beyond four (4) calendar months. Per diem employees must be available to work at least five (5) scheduled shifts each month, including one (1) of three summer holidays (Memorial Day, Independence Day, or Labor Day), and one (1) of three (3) winter holidays (Thanksgiving Day, Christmas Day, or New Year's Day). Per diems must work at least two (2) shifts per month period if offered on dates when the per diems state they are available. If a per diem fails to work such shifts, the per diem may be administratively terminated. Per diem employees must indicate their availability at least ten (10) days prior to the posting of the monthly work schedule, and one of those available days must be an open shift after regular employees have been preliminarily scheduled. Per diem employees may satisfy the availability/working requirements discussed above over a six (6) month period, with the approval of their Department Manager. If a per diem employee has been granted such an exception and does not work for a period of 60 days or longer, a manager may request a competency orientation upon the employee's return to work.

A per diem employee employed continuously for ten (10) hours or more per week over a four (4) calendar month period shall be reclassified as a regular part-time or full-time employee with the following exceptions:

a. A per diem employee hired to replace a regular employee on sick leave or other leave of absence and/or vacation covered by this Agreement may be retained on per diem status for the duration of the leave of absence. Per diem employees will be notified by the Hospital in writing of or expected duration of a leave of absence, if known.

b. A per diem employee who does not wish reclassification as a regular employee and employees temporarily hired for vacation relief may obtain a waiver of the "120 day" classification provision by written agreement between the Union and the Hospital.

c. A per diem employee will not be regularly utilized to fill part-time or full-time positions, except as provided in paragraphs a and b above. This provision shall not prevent or limit the Hospital's right to schedule per diem employees to participate in bona fide training programs. The hours worked by a per diem employee, hired into the same or like position on a full-time or part-time basis that the employee worked as per diem, will apply towards fulfilling the probationary time period requirement.

d. Per diem employees will receive a wage premium of fifteen (15%) percent in lieu of Hospital provided benefits as further prescribed in this contract. Per diem employees do not accrue seniority.

6.5.1 Applicable Articles and Sections. Only the following articles/sections apply to per diem employees: Section 1.1; Section 2.2; Article 3; Section 6.5; Sections 7.2, 7.8, and 7.9; Sections 9.1 through 9.8; Article 20 (except 10.8); Section 12 (with accrual under 12.1.1), and Section 18.3.

6.5.2 Termination of Services. The Hospital retains the right to terminate the employment of temporary/per diem employees at its sole discretion without cause.

6.6 Shift Change. A shift change shall be defined as a change in the employee's starting time of two (2) hours or more. All employees shall be informed of the formal starting and completion time for their shift. Any change in starting and completion time of more than two (2) hours will be by mutual consent, except in cases of emergency.

6.7 Regular Rate of Pay. The regular rate of pay is the employee's wage rate on the wage schedule (Appendix A) plus any shift differentials.

6.8 Base Rate of Pay. The base rate of pay is the employee's wage rate on the wage schedule (Appendix A).

6.9 Preceptor Program. A preceptor is an employee experienced in their respective department and/or job classification who has completed a Preceptor Training Program (or whose leader has exercised sole discretion to waive the program requirement based on the employee's demonstrated proficiency in teaching and communication) and who is specially assigned by management the responsibility for planning, organizing, and evaluating the new skill development of new employees assigned to them.

EvergreenHealth Monroe will develop and maintain a Preceptor Training Program for the purpose of training current employees to precept new employees. The Precepting Training Program will include, but not be limited to, adult learning principals and training methods. Current employees may apply to be a preceptor for their department. Managers may select current employees to complete the preceptor-training module. Employees who have successfully completed the preceptor-training module will be eligible to be assigned by their manager to precept new employees in their department. Employees assigned precepting duties will be paid an additional one dollar (\$1.00) per hour for all hours spent precepting new employees. Preceptor pay will not be paid in addition to lead pay. Additionally, preceptors will be assigned less than a full workload for those hours that they are Precepting new employees.

New employees may be assigned a preceptor at the department manager's discretion at any time during the employee's probationary period. Preceptorships will be time-limited at the discretion of the department manager. The need for departmental preceptors is at the discretion of the department manager. Preceptors may precept employees in the same job classification who are hired in other departments, i.e., a Health Unit Coordinator in one department may precept a HUC for another department, at the discretion of both department managers.

It is understood that employees in the ordinary course of their general responsibilities will be expected to participate in the orientation process of new employees and this general orientation process is not a preceptor assignment. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new employees.

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 Hiring. The parties agree that the hiring decision remains exclusively a Hospital responsibility, and the Hospital shall be free to hire from any source whatsoever. Current employees shall be considered for any bargaining unit position before non-employees. All new regular employees will be hired in a probationary status for the first ninety (90) days of employment. During the probationary period, the Hospital may terminate the employee at its discretion.

7.2 Job Posting. All regular job openings will be posted for a period of five (5) days prior to filling the job. Job openings will be electronically posted on the Hospital intranet and on the Hospital's website. Transfers which occur within a unit as a result of a posted opening shall be allowed by seniority pursuant to Article 8.2 on a shorter posting period if the Employer can show that all more senior qualified employees have waived their seniority for such position.

7.2.1 Transfers. Current qualified employees will be considered for all Bargaining Unit positions provided that the Hospital reserves the right to fill the position with the best qualified applicant. "Qualified" shall be defined as the education, training, experience, documented past performance and other job related criteria as described in the position job description as determined by the Hospital. Applications from employees who desire to fill the vacant job shall be made via the online application system.

7.2.2 Intra-departmental Transfers. Transfer opportunities between positions of like classification and shift will be made available to the employees within the unit or department without generating a posting. Any regular full-time or part-time position left vacant after an internal transfer, which the Hospital elects to fill, shall follow the posting procedures as outlined in Article 7.2.

7.3 Notice of Termination. Regular employees shall be entitled to fourteen (14) calendar days' written notice of termination or pay in lieu thereof plus any accrued Paid Time Off (PTO). This notice requirement shall not apply to terminations for just cause (7.5). Termination for just cause may result in forfeiture of accrued PTO and/or pay in lieu of notice.

7.4 Notice of Resignation. Regular employees shall be required to give fourteen (14) calendar days' written notice of resignation, except in cases where resignation is due to an emergency beyond the control of the employee. Failure to provide notice may result in forfeiture of accrued PTO. A resigning employee must work as regularly scheduled through the day specified as the termination day.

7.5 Discipline or Discharge for Just Cause. Discipline or Discharge of regular employees shall be for just cause. The Hospital recognizes the concept of progressive discipline; provided, however, the Hospital reserves the right to initiate disciplinary action at any level based upon its assessment of the severity of the offense. Copies of written warning notices shall be given to the employee at the time formal disciplinary action is taken or shortly thereafter. The employee shall be required to sign the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action taken.

Employees who have been disciplined or discharged by the Hospital shall be given a written statement of the cause of discipline or discharge at the time of discipline or discharge. Employees who are under investigation by the Hospital for potential misconduct shall be informed of the general nature of the investigation; this notice shall not limit the scope of the investigation if additional issues are discovered. Upon request by the employee, a copy of the written warning or discharge notice will be sent to the Union. Employees have the right to have a delegate present at all investigatory meetings, provided this does not unreasonably delay the meeting.

7.6 New Positions. The Hospital shall provide written notification to the Union of any revisions to existing positions or new positions that may fall within the bargaining unit. Upon request, the parties shall meet to negotiate a wage rate for the new bargaining unit position. Any negotiated wage rate will be effective the later of the date the Union was notified or the date the employee was hired. In the event agreement cannot be reached within thirty (30) days of notification to the Union, the parties agree to immediately submit the issue to mediation/arbitration utilizing an expedited mediation/arbitration process. If the issue cannot be resolved through the mediation process, the arbitrator shall issue a bench decision selecting either the Union's position or the Hospital's position. The arbitrator shall not be authorized to create a compromise position. The parties agree to share equally in all costs of the arbitrator including any costs paid to obtain an arbitration panel. The mediation/arbitration hearing shall be informal with a Union staff person representing the Union and the Director of Human Resources representing the Hospital.

7.7 Employment File Review. Employees may review and may request copies of materials maintained in their employment file-upon obtaining an appointment with Human Resources. An appointment shall be scheduled within one (1) business day of request, and this appointment shall be within three (3) business days. Information contained in the employment file will include: employment application and supporting materials, performance appraisals, records of payroll activity (PAFs), licensure and training records, letters of commendation and recognition, and records of disciplinary action. A copy of all performance appraisals, records of payroll activity (PAFs), letters of commendation and recognition, and records of disciplinary actions shall be given to the employee. Employees will be given the opportunity to provide a written response to any written evaluations, disciplinary actions or other materials included in the employment file and such comments shall be included in the employee's employment file. If as the result of the utilization of the grievance procedure a disciplinary action has been voided, all references to that specific disciplinary action shall be permanently removed from the employee's employment file.

7.8 In-service Training. In-service education and orientation programs shall be instituted and maintained with programs posted in advance. In-service education programs will be scheduled in an effort to accommodate varying work schedules. Such programs shall be consistent with standards established by regulatory agencies. Avenues for bargaining unit personnel input will be established. Supervisors will, where appropriate, provide in-service training to bargaining unit employees for duties they are required to perform.

7.9 Job Descriptions. When hired or newly assigned, the Hospital will furnish an employee with a job description of the employee's position. An employee may request that the employees' job description be reviewed if the employee believes it no longer reflects the work being performed. Pursuant to written request and no more than annually, the Hospital will furnish current copies of job descriptions to the Union of all job classifications in the bargaining unit.

7.10 Additional Hours/Shifts. Full-time and part-time employees who desire additional hours/shifts within their job classification must sign up for extra hours on a departmental sign-up sheet indicating the specific hours and dates the employee is available for work at least ten (10) days prior to the posting of the schedule. Subject to overall departmental staffing considerations, the Hospital will make a good faith effort to equitably rotate the additional hours among those employees on the sign-up sheet, beginning with the most senior employee first, provided that the additional hours do not result in overtime. Inadvertent failure by the Hospital to comply with this provision shall be remedied as soon as possible. If issues arise as to the application of this section, the matter should be directed to the Labor-Management Committee. After the schedule is posted, open shifts may be filled on a first-come, first-serve basis, subject to operational needs and overtime pay considerations.

7.11 Labor/Management Committee. This committee is established to promote a cooperative labor and management relationship. A committee composed of up to five (5) members and three (3) officers of the bargaining unit and their representative and up to an equal number of members selected from management. This committee will meet to discuss and attempt to settle issues and areas of concern relevant to the SEIU bargaining unit. A standing item for the Committee agenda shall be to explore practice and policy recommendations to increase recruitment and retention. The function of this committee shall be limited to an advisory rather than a decision-making capacity. The committee will meet at least quarterly with meeting schedules to be determined by the committee. Up to four (4) bargaining unit members will be paid their regular rate of pay for meeting attendance if the meeting falls within their normally scheduled work time, not to exceed two (2) hours of pay. The chair will rotate between labor and management.

7.12 Parking. Employees shall be provided parking within close proximity to the Hospital.

7.13 Payroll Deduction. The Hospital shall continue to provide payroll deduction of EvergreenHealth Monroe gift shop purchases.

7.14 Bargaining Unit Work. There shall be no skimming of bargaining unit work. This shall not apply to work that is done on an occasional or temporary basis by non-bargaining unit personnel.

ARTICLE 8 – SENIORITY

8.1 Seniority Defined. Seniority within the hospital and departments for full-time and part-time employees is defined as follows:

8.1.1 Hospital Seniority. The seniority of an employee will be established back to the first date of continuous employment, when an employee has completed his/her probationary period.

8.1.2 Departmental Seniority. An employee's continuous length of service with the Hospital from the most recent date of hire in the departments as defined in Section 8.8.

8.1.3 Multiple Classifications. In the case of employees with multiple classifications, seniority will prevail in the classification with the highest FTE.

8.2 Application of Seniority. When skill, competence, and ability are substantially equal, departmental seniority will apply in layoffs, recall from layoff, re-assignment resulting from layoff, shift changes within a job classification, Hospital initiated schedule changes within a job classification except as required to satisfy weekend scheduling commitments set forth in Article 9.10, transfers within the department, and position openings. Provided further that the Hospital retains the right to transfer employees between positions, classifications, and departments when necessary for the betterment of Hospital operations, provided that the transfer does not affect the straight time hourly rate of pay and number of hours worked by the employee. The Hospital shall be the judge of the qualifications and competence of its employees. Such judgment shall be made in good faith. In the event a less senior employee is selected over a more senior employee, upon request of the employee, the Hospital will provide a written explanation of the reason(s) the senior employee was not selected.

8.3 Termination of Seniority. Seniority shall terminate upon cessation of the regular employment relationship, such as discharge, resignation, retirement, twelve (12) consecutive months of layoff, failure to accept an offer of comparable employment upon recall or when subject to layoff, failure to respond to a documented notice of recall, or failure to return from a leave of absence on a timely basis in accordance with an approved leave of absence.

8.4 Layoff. In the event a permanent or prolonged reduction in the number of employees within a department is determined by the Hospital to be necessary, a layoff by classification will be instituted in the affected department. Prior to effectuating a layoff, the Hospital will seek volunteers for layoff from among the employees in the department(s) affected by the layoff. Fourteen (14) days' advance notice of layoff will be given to the Union and to employees subject to layoff except in unforeseeable conditions preventing such notice which are beyond the Hospital's control. In the event less than fourteen (14) days' advance notice is provided, employees will be provided pay in lieu of notice (prorated for part-time employees). Upon request, the Hospital and the Union will meet within seven (7) days of the notice of layoff to discuss alternatives to layoff and/or the order of layoff. Agency and per diem employees within the affected unit(s) will not be scheduled for shifts desired by regular full time or part time employees who have been laid off or have had their scheduled hours or FTE reduced. Such employees do not have layoff options under Section 8.5. Except as provided in this Article, open (vacant) positions in the classifications affected by the layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff. A Union Representative or Delegate shall, if available, be present at all displacement meetings with employees.

Available shifts after staff reductions shall be offered in the following order:

- Employees whose FTE was reduced
- Part time employees
- Per diem employees
- Agency employees

8.5 Layoff Options. An employee subject to layoff shall have three (3) days from the date of notice of layoff to elect one (1) of the options listed below:

8.5.1 Vacant Positions. Employees subject to layoff shall be offered, on a seniority basis, available job openings within the Hospital for which the employee is currently qualified per Section 8.7.

8.5.2 Displacement Outside the Unit. In the event there is no vacant position with the same FTE and shift in another department for which an employee subject to layoff is currently qualified to work, the employee may displace the least senior employee (providing the displacing employee has more seniority) in that job classification within the Hospital providing the employee is currently qualified per Section 8.7

8.5.3 Reduction in Status. The affected employee may accept work in an open lower-paying position classification within the same department, providing the Hospital determines that the employee is qualified per Section 8.7 and that there is work to be performed.

8.5.4 Layoff.

8.5.5 Severance Package. An employee subject to layoff may choose to elect severance pay per Section 8.15. Employees electing the severance package terminate their employment with the Hospital and are not eligible for the recall roster.

8.6 Unit Merger and/or Restructure. In the event a merger of two (2) or more units into a single unit or a restructure of an existing unit, the Hospital will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to determining the schedule, the Employer will meet with the employees of the affected unit(s) to receive their input concerning the reconfiguration of the FTEs on the unit(s) and the new work schedules. This period for receiving input shall not be longer than seven (7) days. A listing of the FTEs for each shift on the new/restructured unit including any qualification requirements, shall be available during this seven (7) day period. Other vacant positions within the Hospital will also be posted on the unit(s) at that time.

New schedules will be posted after expiration of the seven (7) day period so that employees may bid on their preferred positions from the available positions. Employees will submit their listing of preferences within seven (7) days of the posting of the new schedules. Employees will be reassigned to positions within the merged or restructured unit(s) in order of seniority among the restructured unit or combined group of affected employees, based on the skill, qualifications, and competencies needed by the Hospital and employee's preference, until there are no positions available or the remaining positions have been rejected by the employee. Employees who are not assigned a position on the new/restructured unit will be laid off without further notice and shall have layoff options per Section 8 in order of seniority.

For Article 8.6 only: the schedule referenced in article 8.6 will be utilized to show work patterns. The work pattern shown shall include two worked weekends for any position being required to work weekends.

8.7 Definition of Qualifications. The term "qualified" as used in this Agreement shall mean the employee's qualifications to efficiently and competently perform the required work with orientation consistent with the employee's experience. Orientation will not exceed four (4) weeks'

duration. In determining whether a person is qualified, the previously demonstrated skill, competence, ability, dependability and documented past performance of the employee(s) will be criteria to be considered in the selection process.

** Orientation is defined as learning the procedures and adapting to the methods of operation in a department, assuming the employee possesses the skills required for the position.*

8.8 Department Grouping. For the purposes of this contract only, departments will be grouped as designated on the Wage Scale for the application of Seniority, Article 8, and Union Delegates, Section 4.1. This list may be modified by mutual written agreement by the Hospital and the Union.

8.9 Recall Roster. Employees on layoff status shall be placed on a recall roster for a period of twelve (12) months from the date of layoff. While on layoff status each employee shall provide the Hospital with a current address and telephone number where the employee can be reached. Failure to do so shall result in removal of the employee from the recall roster.

8.10 Recall Procedure. Employees who have been laid off pursuant to this article herein shall be subject to recall to regular job openings in their former classification or any other classification for which they are qualified in the order of seniority after internal job posting. While on layoff, upon request, the employees may convert to per diem status without affecting their twelve (12) month recall rights. The Hospital will make a good faith effort to offer available hours/shifts to those laid off employees who have converted to per diem status over the original per diem employees in their job classification. Employees on layoff shall not accrue but shall retain past service credits for seniority, wage and benefit purposes. Any notice of recall to an employee who has been laid off shall be made by certified mail to the last known address of the employee.

Note: The "good faith" commitment shall continue as long as employees are reasonably responsive to requests for available hours/shifts.

8.11 Low Census/Low Need. During a temporary period of low census or low need, the Hospital will seek out volunteers to take time off before determining and implementing the reduced staffing schedule required. When there are insufficient volunteers reduced staffing shall be applied in the following order: (1) agency employees, (2) scheduled overtime, (3) per diem employees, and (4) full-time and part-time employees scheduled by seniority rotation, within the department, job classification and shift for those employees working on the affected shift, providing the remaining employees are qualified to perform the required work. Volunteer days off will be counted for purposes of rotation. The rotation documentation will be worked out by mutual agreement within each department. Hours lost to low census will not affect Paid Time Off or sick leave accrual. Employees on a temporarily reduced schedule as a result of low census have the option of using paid time off for the time that they are on a temporarily reduced schedule, but may not use sick hours for such time unless the time is utilized for activities that qualify for Sick Leave usage (see Article 12.2).

8.12 Prolonged Schedule Change. Regular employees subject to a permanent or prolonged schedule change which reduces hours of work by eight (8) or more hours a week will be given preference for temporary/per diem work to supplement their existing work, provided the employee

is qualified in the judgment of the Hospital, the preference does not interfere with the department's ability to meet its staffing requirements and the additional time does not place the employee into overtime status. Such temporary work will not affect the employee's FTE status or benefit eligibility and accrual. The employee shall be responsible for contacting other department managers to indicate the employee's interest and availability.

8.13 Change to Temporary/Per Diem Status. Regular employees changing to temporary/per diem status and returning to regular status within twelve (12) months, shall not lose previously accrued seniority or their prior PTO accrual rate. Such time spent during temporary/per diem status shall not count toward the accrual of benefits or seniority. Previously accrued Paid Time Off shall be paid upon transfer to temporary/per diem status. Employees changing to temporary/per diem employment status may not use previously accrued sick leave during such temporary/per diem status, except as permitted in Article 12.6.1. Temporary/per diem employees returning to regular status without a break in service within twelve (12) months shall have remaining previously accrued sick leave hours reinstated.

8.14 Hours Reduction. In the event of a reduction in hours which results in a change in FTE status, the Hospital will make a good faith effort to reduce the hours of the least senior person on a shift within the classification and facility. Any reduction in hours will be subject to layoff language in Article 8.

8.15 Severance Pay. Laid off employees with one through five (1-5) years of completed service (based on date of hire into a full-time/part-time position) shall be entitled to two (2) weeks' severance pay. Employees with more than five (5) years of service will receive three (3) weeks plus one-half (1/2) day for each year over five (5) years of service, not to exceed twenty-five (25) days. One (1) month's employee-only medical insurance benefits will also be provided for those employees currently enrolled in a Hospital sponsored health insurance plan at the time the layoff takes effect. Severance pay is prorated based on the employee's FTE status. Employees electing severance pay terminate their employment with the Hospital and are not eligible for the recall roster (8.9).

ARTICLE 9 – HOURS OF WORK AND OVERTIME

9.1 Work Day. A normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8 1/2) consecutive hours. This definition does not restrict the use of alternative work schedules (i.e., 10 hour days, etc.) within a forty (40) hour work week. Shifts of non-consecutive hours will be by mutual agreement.

9.2 Work Period. The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

9.3 Alternative Work Schedules. An alternative work schedule is defined as a work schedule that requires a change, modification or waiver of certain provisions of this Agreement. Alternative work schedules not specified in this Agreement may be established by the Hospital with the consent of the employee and the Union. Alternative work schedules within this context include:

- a. Ten (10) Hour Work Day. The normal work day shall consist of ten (10) hours' work

plus an unpaid meal period of one-half (1/2) hour.

- b. Twelve (12) Hour Work Day. The normal work day shall consist of twelve (12) hours' work plus an unpaid meal period of one-half (1/2) hour.
- c. 7/70. The normal work day shall consist of seven (7), ten (10) hour shifts worked consecutively and spanning two (2) consecutive seven (7) day periods.
- d. Employees working thirty-six (36) hours per week (three (3), twelve (12) hour shifts) or on the 7/70 agreement will be considered full-time for purposes of section 10.7.

9.4 Extra Shift Incentive. Where staffing options are determined by the manager to be exhausted, the manager may post incentive shifts as available for extra shift premium pay for eligible employees. Unless an employee is not scheduled for the week when the incentive shift occurs, or the employee is low censused during that week such that they cannot work their designated FTE, an employee must work their designated FTE (not less than 0.6 FTE) in addition to any extra shifts during the same workweek as the incentive shift in order to be eligible for extra shift premium. Once an employee has met these criteria, extra shift premium paid at a rate of time and a half the base rate of pay plus applicable shift differentials shall be granted for incentive shifts worked.

9.5 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked beyond the normal work day or normal work period.

9.5.1 Overtime in Effect. Overtime shall be considered in effect when eight (8) minutes or more are worked after the end of each scheduled shift of at least eight (8) hours. Overtime pay shall begin at the end of the scheduled shift and shall be calculated to the nearest quarter hour. No overtime shall be paid when less than eight (8) minutes have been worked after the end of the scheduled shift.

9.5.2 Pyramiding. There shall be no pyramiding or duplication of overtime pay and/or other premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When an employee is eligible for two (2) or more forms of premium pay, the employee shall receive the highest rate of pay. Time paid but not worked shall not count as time worked for the purpose of determining overtime.

9.5.3 Distribution of Overtime. Subject to efficient hospital operations, the Hospital shall make a good faith effort to equitably distribute overtime hours among available employees in a department by classification.

9.6 Rest Periods. Employees shall receive a rest period of fifteen (15) minutes during each four (4) hour period of work, which shall be administered in accordance with applicable state law, including RCW 49.12.480 and WAC 296-126-092. Such rest periods shall be scheduled as nearly as practical during the middle of each four (4) hour period of work. Any employee working more than two (2) hours of overtime shall receive an additional fifteen (15) minute rest period. When an employee is required by the Hospital to remain on duty on the premises, at a specified work site, or to respond to a pager, breaks will be paid by the Hospital at the rate of time and one-half (1 1/2).

9.7 Meal Period. Employees working more than five (5) hours shall receive one unpaid meal period of not less than one-half (1/2) hour nor more than one (1) hour to be scheduled as near the middle of the shift as is practical. Employees working three (3) or more hours longer than their normal work day shall be allowed an additional thirty (30) minute unpaid meal period prior to or during the overtime period. When an employee is required by the Hospital to remain on duty on the premises, at a specified work site, or to respond to a pager, meal periods shall be paid by the Hospital. Except as provided for herein, meal periods shall be administered in accordance with applicable state law, including RCW 49.12.480 and WAC 296-126-092.

9.8 Work Schedules. Work schedules shall be posted at least ten (10) days in advance. It is the responsibility of each employee to check the posted work schedule. Any employee whose posted work schedule is to be changed will be notified of such change as soon as possible.

9.9 Rest Between Shifts. Except for those employees on standby and those employees assigned an alternative work schedule of ten (10) hours or more, hospital employees who are required to work with less than twelve (12) hours off duty between regularly scheduled shifts shall be paid at one and one-half (1 1/2) times the regular rate of pay for all time worked within this twelve (12) hour period. Overtime worked consecutive to the regularly scheduled shift is within this twelve (12) hour period and is considered part of the scheduled shift for the purposes of computing when regular shifts begin and end.

Note: The language in Section 9.9 shall apply to all employees who work "regularly scheduled shifts". The language will not apply to those employees who are only working on an intermittent basis.

9.10 Weekends Off. The Hospital shall make a good faith effort to schedule all employees who have positions that require weekend work with every other weekend off, except in emergency situations or by mutual agreement. Any weekend, or portion thereof, worked by a regular employee over and above the scheduled every other weekend, shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay. When a position is posted as an every weekend position and an individual applies for that position with that understanding, this section shall not apply.

ARTICLE 10 – CLASSIFICATIONS AND RATES OF PAY

10.1 Wages and Compensation.

1. Effective the first pay period after May 1, 2024, all bargaining unit members shall receive a 4.0% across the board wage increase, reflected on an adjusted wage scale.
2. Effective the first pay period after May 1, 2025, all bargaining unit members shall receive a 4.0% across the board wage increase, reflected on an adjusted wage scale.

10.2 Wage Schedule. Appendix "A" attached hereto and made part of this Agreement is the wage schedule and job classifications which shall be effective on the dates indicated herein. All

wage increases and other increases in compensation set forth in this Agreement shall be effective the first full payroll period falling on or after the date designated in this Agreement.

10.2.1 Step Placement. Employees who have recent and relevant experience in other facilities, in the opinion of the Hospital, shall be given one (1) year step placement for every two (2) years' experience in a similar position.

10.2.2 Step Placement - Transfers to full- or part-time employment. Per diem employees transferring to a regular full-time or part-time position may have their recent and relevant experience reviewed in accordance with the provisions of Section 10.2.1 and/or 10.16 to determine initial step placement for their new position. The Hospital may request reasonable proof of regular employment at another employer. The Hospital's determination of steps to award is not subject to the grievance process. Eligibility for review is limited to employees who held their per diem position at the Hospital for at least twelve (12) months before accepting their new regular position.

10.3 Shift Differential. Hospital employees who work the second (3:00 p.m. to 11:30 p.m.) shift shall be paid one dollar and seventy-five cents (\$1.75) per hour shift differential over their hourly rate of pay. Hospital employees assigned to work the third (11:00 p.m. to 7:30 a.m.) shift shall be paid two dollars and seventy-five cents (\$2.75) per hour shift differential over their hourly rate of pay. Shift differential will be in effect for shifts longer than eight (8) hours only if a majority of hours fall within the standard hospital shift times, in which case the shift differential will be paid for the entire shift.

10.3.1 Retaining Shift Differential. When an employee who is regularly assigned to a second or third shift is required by the Hospital to temporarily work in the same classification on an earlier shift, the employee will retain the shift differential from the employee's regularly assigned shift. This shall not apply to employees who volunteer to work additional hours (7.10).

10.4 Pay Days. The Hospital will pay for all hours worked on a biweekly basis in accordance with the payroll procedures in effect at the time this Agreement is ratified. Advance notice will be given to employees if there are any changes to the procedure in effect at the time this Agreement is signed.

10.5 Standby Pay. Standby pay shall be at the rate of three dollars and fifty cents (\$3.50) per hour. Standby duty shall not be counted as hours worked for computing overtime or eligibility for longevity steps or benefits.

10.6 Call Back Pay. Any employee on standby (10.5) or an employee called back to work after completion of the employee's regular work day and clocking out shall be compensated for the callback at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for a minimum of three (3) hours. Employees called back while on standby will receive no more than eight (8) hours of callback paid at time and one-half (1 1/2) in an eight (8) hour period.

10.7 Weekend Premium. Any employee who works on a weekend shall receive one dollar and fifty cents (\$1.50) per hour premium pay for each hour worked on the weekend. Weekend premium pay shall not be included in the employee's regular rate of pay for overtime pay

calculations, unless required by the Fair Labor Standards Act. Premium pay provided for in this section shall not apply to time spent for educational purposes.

Note: Weekend defined as 11 p.m. Friday - 11 p.m. Sunday.

10.8 Regular Day Off. Any full-time employee who either works on the 7/70 agreement or twelve (12) hour shifts per section 9.3 who is called in on their scheduled day off shall be paid at the rate of one and one-half (1 1/2) the regular rate of pay for the hours worked.

10.9 Report Pay. Employees reporting for work as scheduled (unless otherwise notified in advance) who are released from duty by the Hospital because of low census shall receive a minimum of four (4) hours' work or four (4) hours' pay at the straight time rate of pay. It shall be the responsibility of each employee to notify the Hospital of his/her current address and telephone number. Failure to do so shall excuse the Hospital from these notification requirements. This commitment shall not apply when the Hospital has made a good faith effort to notify the employee of shift cancellation, but has been repeatedly unable to reach the employee on separate occasions. At the request of the Hospital, the employee may be asked to call in when schedule interruptions are anticipated. Employees required to report to work for staff meetings, training or other similar circumstances shall be compensated for such duty with not less than two (2) hours' pay at the employee's regular rate of pay unless overtime is due.

10.10 Work in Multiple Classifications. Employees who work in multiple job classifications must clock in to each appropriate job classification, using the time clock system, in order to be paid for all actual hours worked at the pay rate designated for that job classification.

10.11 Per Diem Employees. Per diem employees shall receive fifteen percent (15%) per hour over their hourly rate of pay set forth in Appendix A (Wage Schedule) in lieu of any benefits other than those discussed in Article 12.1.1.

10.12 Lead Assignment. Employees assigned lead duties by the Hospital will be paid one dollar and twenty-five (\$1.25) per hour worked in addition to the contract rate of pay provided for the classifications in Appendix A. Employees who have an interest in lead duties should express their interest in the assignment to their supervisor.

10.13 Uniforms. The Hospital will provide an adequate number of uniforms for those employees required to wear uniforms. No change in uniform color or style will be made which will result in additional cost being incurred by the employee.

10.14 Vehicle Allowance. Employees required to utilize their own vehicles in the course of their employment shall be paid a mileage allowance in accordance with Hospital policy.

10.15 Anniversary/Step Increase. A full-time or part-time employee will be eligible for a yearly step increase on the employee's anniversary date of employment. Per diem employees will be eligible for a step increase after 1040 paid hours or two (2) years, whichever comes first, provided that only one (1) step increase will be granted in any one (1) calendar year. If there is greater than a one (1) year gap in the step increment, a per diem must accrue a minimum of 1040 hours per year or work two (2) calendar years per each year in the increment to be eligible for the next step increase.

Note: For example, there is a two year gap between step 10 and step 12. A per diem must accrue either 2,080 hours (2 x 1040) or work up to 4 years to be eligible for a rate increase from step 10 to step 12.

10.16 Promotion to Higher Paying Position. An employee promoted to a higher paid position will be placed at the step of the wage schedule applicable to the new position that provides the employee with a minimum wage increase of three percent (3%), not to exceed the maximum for the new position, provided the prior experience was relevant to the new classification in the opinion of the Hospital. If an employee's prior experience was recognized as relevant for placement on the wage schedule, the employee's wage progression shall continue based on accumulated hours since the employee's last step increase. Where prior experience has not been recognized, employee will be placed at the base rate of pay. Progression to the next step in the new position shall occur upon completion of one (1) year of work in the new position. If an employee is transferred to a lower paying classification or a different classification in the same pay range, there shall be no change in the employee's step or anniversary date.

10.17 Cafeteria Discount. Subject to compliance with Public Hospital District laws and regulations, the Hospital will provide a fifteen percent (15%) discount on cafeteria purchases, not including retail purchases or drinks.

ARTICLE 11 – PAID TIME OFF (PTO)

11.1 Paid Time Off. Vacation, holiday, birthday holiday, floating holiday, and culturally significant holiday benefits have been combined into paid time off ("PTO") benefits. Full-time and eligible part-time employees accrue PTO on all compensable hours (excluding standby hours) and low census hours from date of hire up to the maximum accruals, in accordance with the following schedule.

<u>Calendar Years of Service</u>	<u>Accrual Per Hour</u>	<u>Maximum Hours Accrued/Pay Period</u>	<u>Maximum Hours Accrued/Year</u>
1 - 3	0.0697	5.58	145
4 - 5	0.0976	7.81	203
6 - 7	0.1010	8.08	210
8 - 9	0.1043	8.35	217
10 - 11	0.1077	8.62	224
12 - 14	0.1144	9.15	238
15 - 17	0.1183	9.46	246
18 - 20	0.1216	9.73	253
21+	0.1250	10.00	260

The hourly accrual rate ("accrual per hour") is determined by dividing the maximum hours accrued per year by 2080. The maximum number of hours that can be accrued is based on eighty (80) eligible hours per pay period.

After successful completion of the probationary period, full-time and part-time employees may use PTO in increments not to exceed the employee's normal shift, for absences due to vacation, holidays, or low census. An employee may carry over any earned but unused PTO at the conclusion of an anniversary year.

11.1.1 Culturally Significant Holiday. The above PTO accruals are inclusive of an eight (8) hour Employee Culturally Significant Holiday that is intended to allow Employees to observe a holiday or event that is of cultural significance to them.

11.2 Holidays Worked. Any employee required to work on the following holidays will be paid one and one-half (1 1/2) times the regular rate of pay for the hours scheduled and worked: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

11.3 Holiday Pay. If an eligible employee scheduled to work on a traditional holiday desires the day off, the employee must request the time off and, if approved, must record the appropriate number of PTO hours on the timecard. Full and part-time employees, who do not work their full FTE during the regular work week in which a traditional holiday falls, are required to record the appropriate number of PTO hours on their timecards, unless the employee was not scheduled because their unit or department was closed or had reduced staffing needs on a traditional holiday, in which case the employee may elect to be paid from their PTO accruals or take unpaid time for the traditional holiday. Probationary employees without access to PTO may take unpaid time if their department is not generally scheduled to work on the holiday.

11.4 Holiday Scheduling. Holidays will be scheduled off on a rotational basis.

11.5 Hours of Holidays. Christmas -- December 24, 3:00 p.m. to December 25, 11:00 p.m. New Year's Day -- December 31, 3:00 p.m. to January 1, 3:00 p.m. All other holidays, 11:00 p.m. the day before to 11:30 p.m. the day of the holiday.

11.6 Night Shift. For any regular employee on night shift, holiday pay shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday.

11.7 Anniversary. The PTO year shall be based upon an employee's anniversary date as a regular employee. PTO may be taken at any time during the annual leave year.

11.8 Earned PTO Usage. After successful completion of the probationary period, employees may schedule and take annual leave to the extent that it has been earned.

11.9 PTO Scheduling. PTO shall be scheduled in each department or facility by rotation subject to the Hospital's right to determine the number of employees, if any, who may schedule annual leave during a particular week. Where PTO conflicts with the rotation of holidays, and/or the day before and the day after these holidays, individual holiday rotation shall take precedence.

11.10 PTO Pay. PTO pay shall be the regular rate of pay the employee would have received had the employee worked during the time of PTO.

11.11 Cash Out of PTO. Once each year, an employee may elect a cash out of up to sixty (60) hours of his/her accrued and unused Paid Time Off (PTO) per payroll year. The employee must make an irrevocable election of such cash-out during the open enrollment period of the preceding year. The employee must also retain at least forty (40) hours in his or her PTO bank after the cash-out, or the cash-out amount will be reduced or denied. The employee must select two cash-out dates from amongst the pay periods designated by the Employer at the time of open enrollment, and may select the third date from among all other regular pay periods for that year. The employee may elect to be paid on one, two or three dates at their discretion indicating their choice during open enrollment.

11.12 PTO Maximum Accrual. The maximum amount of PTO accrual that may be accumulated is 480 hours.

ARTICLE 12 – SICK LEAVE

12.1 Sick Leave Accrual and Carryover. Sick leave is accrued monthly from the date of hire at the rate of one (1) day (eight [8] hours) per month prorated for regular hours worked (not including overtime or standby hours) for part-time employees. Employees may carry over 720 hours of sick leave from one year to the following year.

12.1.1 Sick Leave Accrual and Carryover for Per Diem Employees and Employees Opting for Pay in Lieu under Article 6.3. Per diem employees and employees opting for pay in lieu under Article 6.3 shall accrue 1 hour of sick leave for every forty hours the employee works (.025 per hour). Such employees may carry over up to 40 accrued unused sick leave hours from one year to the following year.

12.2 Sick Leave Use. Sick leave is considered a benefit that is available for:

- (1) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- (2) To allow the employee to provide care for a family member (as defined in RCW 49.46.210) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- (3) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and
- (4) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

After completion of ninety (90) days of employment, absences due to the conditions discussed above shall be compensated if accrued sick leave is available. Sick leave may be taken in as little as 15-minute increments. Proven abuse of sick leave may be grounds for discharge.

12.3 Sick Leave Notice. If the need for use of sick leave is foreseeable, the employee must provide notice at least ten days, or as early as practicable, in advance of the use of such sick leave.

If the need for sick leave is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee must provide notice to the Employer as soon as possible before the scheduled start of their shift, preferably at least two hours in advance, unless it is not practicable to do so. If it is not practicable for the employee to provide notice, the employee's designee may do so.

If the need for sick leave is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee (or if impracticable, his or her designee) must give oral or written notice to the Employer no later than the end of the first day that the employee takes such leave.

Use of sick leave for the reasons discussed in Article 12.2 will not count as an absence from work or an occurrence under the attendance policy, as long as the employee has sick leave balance to cover the time off.

12.4 Certification and Verification. It may be necessary to ask for medical certification or verification that an employee has used sick leave for a reason allowed under this article. In general, medical certification will be required for all medical leave taken under the Family and Medical Leave Act and our Health Related Leave article, even when sick leave is used. Medical

certification will also be required as necessary and allowed under applicable law to administer workers' compensation.

In circumstances that do not qualify as leave under the Family and Medical Leave Act, our Health Related Leave article, or workers' compensation, employees will generally be asked to verify their use of sick leave after they have been absent for more than three scheduled work days. Requested verification may include documentation from the employee's doctor or other healthcare provider, or other professional who provided assistance related to use of sick leave for purposes related to the domestic violence leave act.

If an employee believes that a request for verification would pose an unreasonable burden or expense, the employee may inform the Employer's Human Resources Department, attest that the employee's use of paid sick time was for a reason allowed under this article, and explain how the requested verification would create an unreasonable burden or expense.

12.5 No Cash-Out. Sick leave may not be cashed out under any circumstances.

12.6 Changes in Status.

12.6.1 Change to Per Diem or Pay in Lieu Status. Employees whose statuses change to Per Diem or pay in lieu under Article 6.3 will begin to accrue sick leave hours as described in Section 12.1.1 as of the date of the status change. Employees may use up to 64 hours of unused sick leave that was accrued prior to the status change as discussed above. The remainder of the sick leave that was accrued prior to the status change shall be retained pursuant to Article 8.13 for potential reinstatement if the employee returns to regular status within twelve (12) months without a break in service.

12.6.2 Change from Per Diem or Pay in Lieu Status. If a Per Diem employee or employee opting for pay in lieu under Article 6.3 changes status to a full- or part-time employee, then the employee will begin to accrue sick leave hours as described in Section 12.1 as of the date of the status change. Such sick leave hours will be subject to the carryover limit from that Section.

12.7 On-the-Job Injury. Sick leave and/or PTO shall be used to supplement the amount received by an employee from Worker's Compensation Insurance as provided in Article 12 up to the amount of the employee's pay for the hours the employee would have worked had the employee been available for work.

ARTICLE 13 – MEDICAL, DENTAL AND LIFE INSURANCE

13.1 Health Insurance. Upon the first day of the month following employment, the Hospital shall provide its generally applicable employee medical and dental service coverage for all regular full-time and part-time employees (0.5 FTE, 20 hours per week or more) from date of hire subject to the conditions set forth in the respective plans. The Hospital will pay one hundred percent (100%) of the premium cost for each eligible employee enrolled in the Hospital's group health insurance plan. Beginning January 1, 2024, cost increases to the employee-plus-dependent group health insurance premium will be shared 50/50 with the employee. (For example, if premiums

increase in any contract year, the employee and employer will continue paying their premium amounts from the previous year and share 50/50 the new premium increase to the relevant dependent premium).

Without mutual agreement from the Union, the Hospital will not reduce the current level of medical plan benefits coverage including increases in co-payments, deductible, co-insurance and out of pocket expense during the term of this Agreement unless such reduction is mandated and/or implemented by the current provider of the group health insurance. In such case the Hospital shall meet with the Union to give the employees an opportunity to express which of the proposed alternatives the employees wish the Hospital to select before selecting a revised plan if the Hospital is given an option.

Employees may select dependent coverage at an additional cost to the employee. The Hospital shall not be required to continue to provide benefits that are no longer included in the provider's revised options. In the event the Hospital chooses to provide an alternative plan(s) with a different provider, the Hospital must bargain with the Union prior to the implementation of the change.

A standing item for the Labor Management Committee agenda shall be to discuss desired health benefits and cost structures for such benefits.

13.2 Worker's Compensation. All employees subject to this Agreement shall be covered by State Industrial Accident Insurance and Medical, Aid, or equivalent insurance, as provided for in RCW 51.04 et seq. Employee deductions may be made to the maximum amount allowable by law. The Hospital agrees to maintain medical, dental and life insurance benefits as provided in 13.1 and 13.3 or the entire period of time an employee is out on a job related injury, provided the employee has sick leave available to the extent maintenance of those benefits does not violate the hospital's contractual obligations with its medical and dental insurance providers.

13.3 Life Insurance. Regular employees assigned a .5 or greater FTE will be provided with \$5,000 of group life insurance during the term of this Agreement, unless a change is mandated and/or implemented by the current provider of the group life insurance. The employee may have the option of purchasing supplemental coverage as may be available under the plan.

13.4 Long-Term Disability Insurance. The Hospital shall provide a group long-term disability insurance plan. Eligibility and benefits will be determined by the plan's terms. In the event the Hospital modifies its long-term disability plan(s) or provides alternative plan(s), the Hospital will bargain with the Union prior to implementation.

ARTICLE 14 – RETIREMENT PROGRAM

During the term of this Agreement, the Hospital shall continue in full force and effect its Employee Retirement Plan. The Hospital will make a matching contribution equal to two dollars (\$2.00) for each one dollar (\$1.00) of compensation the employee contributes, up to a Hospital contribution of five percent (5%) of the employee's eligible compensation in accordance with the terms of the retirement plan. The Hospital agrees not to reduce the current level of retirement contributions defined in the retirement plan during the term of this Agreement. This commitment does not apply to administrative (non-benefit) changes that may occur to the plan. In order to be enrolled in the Retirement Program, an employee must contribute to the Deferred Compensation program, as per

the plan design. The Employer shall make its matching contributions to employees' retirement accounts no less than twice per year.

ARTICLE 15 – LEAVE OF ABSENCE

15.1 General Leaves of Absence. All leaves are to be requested from the Hospital in writing as far in advance as possible, stating the amount of time requested. A written reply to grant or deny the request shall be given by the Hospital as soon as possible. PTO time added to a leave of absence shall be at the discretion of the Hospital. The Hospital shall provide each employee granted a leave of absence with a written statement setting forth the conditions of the leave including any reinstatement commitments provided under this Agreement. Leave without pay for a period of thirty (30) consecutive calendar days or less shall not alter any regular employee's anniversary date of employment.

For all leaves of absence, except FMLA and Health & Maternity Leave, the Hospital will hold a position for an employee on a general leave of absence up to thirty (30) days in duration. Thereafter, the employee will be entitled to the first available position for which he/she is qualified for up to an additional ninety (90) days. Employees on an approved leave of absence may not receive money or its equivalent from employment elsewhere or from self-employment unless approved by the Hospital, except when leave is for Union business. After ninety (90) days, if the employee has not returned to work from an approved general leave of absence, the employee may apply for any open position for which the employee is qualified.

15.2 Health & Maternity Leave. After one (1) year of continuous employment, a leave of absence, not to exceed six (6) months, will be granted to employees not eligible for a leave under the Family Medical Leave Act or Paid Family & Medical Leave Act for a personal illness or personal injury without the loss of accrued benefits. The one (1) year service requirement will not apply to a Health & Maternity Leave for temporary disability due to pregnancy, childbirth or an on-the-job injury. A leave of absence begins on the date of first absence from work. Employees on Health & Maternity Leave for health reasons must use accumulated sick and/or other PTO paid leave if available for the duration of the leave.

The employee out on Health & Maternity Leave will return to a comparable position if:

- a. The leave is unpaid and for no more than twelve (12) weeks.
- b. Sick leave and/or PTO is used, up to six (6) months.
- c. Leave for an "on-the-job-injury" is for not more than six (6) months. The employee may extend the leave of absence for up to an additional six (6) months (12 months total) if the employee is projected to return to work within the next six (6) months by a licensed physician. The employee must provide the Hospital with this written notice of leave extension within thirty (30) days prior to the expiration of the initial six (6) month leave of absence.
- d. The employee is qualified to work in the position or able to be trained within one (1) month in the opinion of the Employer.

If no comparable position is immediately available, then the employee will have the first priority for the next available comparable position. The employee will remain employed for up to six (6) months from the start of the leave.

If an employee's maternity leave does not exceed the actual period of disability due to pregnancy or childbirth, in addition to any time granted under Section 15.3, the employee will be entitled to return to her prior job position.

For leave not met by the above, employees may apply for an open position for which they are qualified after they are released by their primary care physician.

Prior to returning from a Health & Maternity Leave, the Hospital will require a statement from the employee's primary care physician attesting to the employee's capability to perform the physical requirements of the employee's position.

All persons hired temporarily to replace employees who are on Health & Maternity leave of absence shall be so advised and shall be informed of the approximate date the regular employee is expected to return. Modified duty will be provided by the Hospital, pursuant to the employee's primary physician's limitations, in accordance with the Hospital's "Return to Work" policy.

15.3 Family Medical Leave (FMLA). A leave of absence without pay shall be granted upon the request of an employee who has completed at least twelve (12) months of employment and who has worked at least 1250 hours in the twelve (12) months immediately preceding the start of the leave. This leave of absence may be granted for a period of up to twelve (12) work weeks: (1) to care for a newborn child, an adopted child, or a newly placed foster child; (2) to care for a spouse, child or parent who has a serious health condition as defined by applicable law; or (3) because of a serious health condition, as defined by applicable law, that makes the employee unable to perform the functions of their position. Family leave taken for the care of a newborn, adopted or foster child must be completed within twelve (12) months of the child's birth or placement. For leaves related to the employee's or a family member's serious health condition, the Hospital may request certification of illness, as provided by law, and may, when appropriate, require, at the Hospital's expense, that the employee obtain the opinion of a second health care provider designated or approved by the Hospital. If a third opinion is necessary, it will be obtained in accordance with applicable law. Leave may be taken in a single block or on a reduced work schedule or intermittent basis when required by applicable law. The total leave taken within the twelve (12) month period defined by the Hospital, for any of the purposes under this Section, may not exceed twelve (12) work weeks. Leave shall be granted without loss of benefits accrued to the date the leave commences. During the period of leave, the Hospital's contributions toward health and dental insurance benefits shall be continued to the extent and for the duration required by law. The employee must continue their own insurance premium contributions as required by law. Absent unanticipated circumstances, an employee must give at least thirty (30) days' written notice in advance of the leave. If the employee has given proper notice and the period of absence from work does not exceed twelve (12) work weeks (plus the period allowed for maternity leave under Section 15.11), the employee shall return to their prior position. Extensions beyond twelve (12) work weeks may be requested and may be granted at the discretion of the Hospital. Reinstatement following a family medical leave longer than twelve (12) work weeks will be to the first available similar opening for which the employee is qualified.

An employee must use accrued sick leave during any family or medical leave which is for the purpose of caring for a child under the age of 18 years who is incapable of self-care because of a serious health condition, or to care for a spouse, parent, or adult child with a serious health condition, or during a medical leave because of a serious health condition that makes the employee unable to perform the functions of their position. An employee must use PTO for any type of family or medical leave (after exhausting any sick leave, if applicable), to the extent the PTO is accrued. In all other instances, a family or medical leave is an unpaid leave of absence. The requirement to use accrued leave does not apply when the employee is also on PFML leave.

15.4 Washington Paid Family & Medical Leave. The Washington Paid Family & Medical Leave (PFML) Act establishes a State program that generally allows eligible employees to apply for State-provided income replacement benefits during a leave of up to 12 weeks (or under certain circumstances up to 18 weeks) for qualifying reasons. Leave that is compensated under the PFML program will run concurrently with all other applicable paid or unpaid leave types available in this Agreement or by law, including FMLA leave, to the maximum extent allowed by law. Employees will be responsible for the full employee premium share allowed by law, paid through payroll deduction. EvergreenHealth Monroe will pay the remaining portion of the premium. Employees who receive State benefits under the PFML program will be given the option to use accrued sick leave and/or PTO benefits in addition to State payments. (For example, a 0.9 FTE employee receiving State PFML benefits who chooses to supplement using accrued leave would receive 36 hours of accrued leave pay per week on top of those State PFML benefits for the supplementation period). Available accrued sick leave will be used before available PTO benefits. Employees must request supplemental use of sick leave benefits and/or PTO benefits in writing through a process established by the employer and provide appropriate information, including the date the employee became eligible for PFML benefits and documentation of the receipt of PFML payments and the weekly benefit amount received. Supplemental sick leave benefits and/or PTO benefits will generally be paid within two pay periods of the employee's request and submission of required information and documentation.

15.5 Advanced Study Leave. After one (1) year of employment, leave may be granted for job related study up to one (1) year and the employee will return to the first job opening without loss of seniority or other accrued benefits. Request for advance study leave must be submitted sixty (60) days prior to the time leave is desired and the request must be in writing.

15.6 Education Leave/Time (paid and unpaid). After one (1) year of continuous employment, regular employees may be allowed up to two (2) days of paid education leave/time per year to further develop job skills relating to the employee's current position; provided, however, such leave shall be subject to budgetary consideration, scheduling requirements of the Hospital and approval by the administration of the subject matter to be studied. Educational time shall be paid at straight time when taken on a scheduled day off. Additional unpaid education leave may be granted upon the same basis and utilizing the same criteria as provided above. If the Hospital required an employee to attend an educational or training program, the costs of the course will be paid for by the Hospital and the time spent by the employee at the program will be paid for as hours worked. If additional expenses, such as room and board, are necessary, they will be paid by the Hospital. Educational programs required by the Hospital as a condition of employment will be identified as "required" or "mandatory".

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

An additional two (2) days of bereavement leave pay shall be granted when an employee is required to travel more than 500 miles one way to attend the funeral or to complete arrangements. The employee must submit verification of the need for the additional leave.

15.8 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted with pay and without loss of benefits up to a maximum of fifteen (15) days per calendar year and shall not be considered part of the earned PTO time. Employees must notify the Hospital of the need for military leave as soon as they become aware of it. Reinstatement from military leave shall be in accordance with applicable law. A regular employee who is inducted, enlists or is otherwise called to service in the United States Armed Forces will be granted active duty military leave of absence without pay, with reemployment rights as governed by federal and state law.

15.9 Leave for Union Sponsored Activities. Union officers, delegates, committee members and other bargaining unit members appointed by the Union will be provided time off without pay or may use accrued PTO to attend activities sponsored by the Union as follows:

1. The Parties recognize that patient care needs must be given first priority when requests for leave are considered under this section, and approved leave will be contingent on the ability to safeguard patient care activities at the time the leave is taken.
2. Employees requesting leave under this section must submit a request for leave to the department manager at least fourteen (14) days in advance of the leave date.
3. Subject to this advance notice requirement and scheduling and staffing requirements as determined by the Hospital, employees will be granted up to ten shifts during the term of this Agreement with guaranteed same job back without loss of benefits/seniority accrued to the date such leave commences in accordance with the terms of the Agreement. However the number of shifts may be increased by mutual agreement of the employee and Hospital Leadership Team.

Note: This article applies to Executive Board Members requesting time off to attend union Executive Board meetings and functions. When leave is approved to attend an Executive Board meeting or function, an Executive Board Member may choose to take leave unpaid or use accrued PTO.

15.10 Jury Duty Leave. Regular employees who are called to serve on jury duty will be compensated by the Hospital for the actual time served on such duty in the amount of the difference

between jury duty pay received and their regular rate of pay. Employees may not receive jury duty compensation for days on which they are not scheduled to work.

15.11 Maternity Leave. A maternity leave of absence without pay shall be granted upon the request of an employee for the period of time that the employee is temporarily disabled due to pregnancy or childbirth. If the employee's absence does not exceed the actual period of disability due to pregnancy or childbirth, in addition to any time granted under Section 15.3, the employee is entitled to return to their prior job position. The Hospital may require the employee to provide an estimate of the employee's predicted date of return from their treating licensed healthcare provider.

15.12 Continuation of Health Insurance Benefits. An employee who takes an unpaid leave of absence, which is not a qualifying leave under the FMLA (15.3) or a Health & Maternity Leave under Article 15.2, or whose leave period exceeds the payout during the leave of accrued sick and/or PTO, shall arrange to pay fully his or her own benefit premiums during the unpaid leave period.

15.13 Failure to Return from Leave. Failure to return from a leave of absence on the date agreed upon, without prior written authorization, shall be considered an automatic resignation by the employee.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If a grievance arises during the term of this Agreement, it will be processed through the procedure in this Article. Any time limits specified in this Article may only be extended by mutual written consent between the Union and the Hospital. If a grievant does not comply with time limitations noted in this Article, this shall operate to make a grievance null and void. If the Hospital does not comply with any time constraints in this Article, the grievant will be entitled to proceed to the next step of the grievance procedure. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

16.2 Grievant Defined. Either an employee(s) or the Union may grieve under this Agreement. While the employee grievances are to be processed through all steps of the procedure, the Union may file a grievance at the appropriate step of the grievance procedure with whom the alleged violation occurred.

16.3 Grievance Procedure. Grievances will be processed by employees as follows:

16.3.1 Step 1: Employee-Immediate Supervisor. Grievances should be settled informally whenever possible, and this should normally occur at the first level of supervision. If an employee has a grievance, the employee will first discuss it with the immediate supervisor and a Union Delegate within fourteen (14) calendar days from the date the employee became aware of the grievance. The immediate supervisor will have fourteen (14) calendar days to resolve the matter with the employee.

16.3.2 Step 2: Employee-Executive. If the matter is not resolved to the employee's satisfaction in Step 1, the employee is required to reduce the grievance to writing and will present the grievance to the employee's Executive within fourteen (14) calendar days of the immediate supervisor's decision. The written grievance must contain a description of the alleged problem, including the provision in the contract alleged to have been violated, the date it occurred, and the remedy desired by the grievant. A conference between the employee, a Union Delegate, and the Executive (or designee) will be held. The Executive (or designee) will issue a written reply within fourteen (14) calendar days following the receipt of the grievance.

16.3.3 Step 3: Employee-Chief Administrative Officer. If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance may be referred in writing to the Chief Administrative Officer (or designee) by the grievant and the Union Representative within fourteen (14) calendar days after the Step 2 decision. In submitting to Step 3, the employee and/or the Union will provide a written statement to the Chief Administrative Officer giving rationale for the disagreement with the reply received in Step 2. The Chief Administrative Officer (or designee) will meet with the grievant and the Union Representative and will reply within fourteen (14) calendar days following the above meeting.

16.3.4 Step 4: Arbitration. If a grievance is not settled at the Step 3 level, the matter may be submitted to arbitration by the Union. Such referral to arbitration must be within twenty-one (21) calendar days after the grievant's receipt of the Chief Administrative Officer's decision in Step 3. The Hospital and the Union agree that any matter elevated to arbitration shall be prosecuted in a timely manner. The Union shall initiate selection of an arbitrator within forty-five (45) days after its written notice of arbitration to the Hospital.

16.4 Mediation. The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process.

ARTICLE 17 – ARBITRATION

17.1 Arbitrator Selection. If the Union refers a matter to arbitration, the Hospital and Union will discuss the situation and attempt to agree on an Arbitrator. If within fourteen (14) calendar days they are unable to mutually select an Arbitrator, then either party may request a list from the Federal Mediation and Conciliation Service for seven (7) arbitrators who hear cases in Washington State and who reside in Oregon or Washington. On receipt of a list from FMCS and, after the parties have reviewed the various arbitrators, the parties will toss a coin to determine first "strike" of an arbitrator and rotate thereafter. The person whose name remains at the end of the striking process will be the arbitrator.

17.2 Binding Effect or Award. All decisions arrived at under the provisions of this grievance by the Hospital, the Union, or by the arbitrator, will be final and binding upon both parties; provided, however, in arriving at such decisions neither of the parties nor the arbitrator will have the authority to alter this Agreement in whole or in part. The arbitrator does not have the authority

to render any decision or award contrary to law, nor to rule on evaluations, probations, reductions in force, or discrimination.

17.3 Arbitration Expenses. Each party will bear one-half (1/2) of the fee of the arbitrator, and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses will be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other party.

ARTICLE 18 – OCCUPATIONAL HEALTH AND SAFETY

18.1 Safe Workplace. 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 will provide Personal Protective Equipment in accordance with current guidelines and protocol from the Center for Disease Control (CDC) and Washington State Department of Health (DOH).

18.1.1 Notice of Exposure. The Hospital will provide notification to employees of exposure to communicable diseases related to government-declared health emergencies as soon as practicable.

18.2 Environment of Care and Safety Committee. The Hospital will form an Environment of Care and Safety Committee to confirm to all relevant OSHA and/or WISHA regulations.

18.3 Training. The Hospital will provide orientation, training and education per federal and state law and Hospital Policy requirements for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs.

18.4 Workplace Violence. The Hospital will continue its Workplace Violence Committee in accordance with all regulatory requirements. The purpose of this committee shall be to develop, implement, and monitor progress of the workplace violence plan, with the ultimate goal of decreasing workplace injuries due to disruptive patients and visitors. Three seats of the committee will be reserved for bargaining unit employees, as selected by the Union from members interested in the committee (if there are more than three members interested, the Union will discuss additional inclusions with the Employer).

ARTICLE 19 – SUBCONTRACTING

At the time of ratification of this Agreement, it is understood that the Hospital has no new plan to subcontract any bargaining unit work which would reduce, terminate or cause to lay off any employee covered by this Agreement.

The Hospital agrees to give the Union at least one hundred and eighty (180) days advance written notice prior to any decision to subcontract out bargaining unit work. The Hospital will meet with the Union within three (3) weeks of the written notice to begin good faith discussions related to the potential subcontracting.

The Hospital shall meet and confer with the Union, and will provide the Union with complete information concerning the proposed subcontracting, including but not limited to, the reason, need,

financial impact, affected work and employees, alternatives considered, and other factors as may be requested by the Union.

These good faith discussions of options and needs will include, but are not limited to:

- Union proposed options and reasonable alternatives that could meet the Hospital's primary business needs;
- Potential options with subcontracting that could enable hiring of affected Hospital employees; in order of seniority to perform the work;
- Potential options with subcontractor related to union recognition.

Conclude the discussions regarding this subcontracting within one hundred twenty (120) days from the date of the Hospital provided advance written notice of the proposed subcontracting.

The Hospital agrees to bargain with the Union any and all effects of its subcontracting decision to the employees including but not limited to severance benefits.

ARTICLE 20 – GENERAL PROVISIONS

20.1 Separability. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and governmental rules and regulations. Should any provision or provisions be or become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. If any provision is held invalid, the parties hereto shall enter into immediate collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provisions.

20.2 Supersession/Cancellation. Any and all agreements, either written or verbal, previously entered into by the parties hereto are, in all things, mutually cancelled and superseded by this Agreement. Unless specifically provided for herein to the contrary, past practices shall not be binding on the Hospital, provided the Hospital shall contact and consult with an employee covered by this Agreement prior to modifying any benefit having any direct economic value that is not specified herein.

20.3 No Strike/No Lockout. The parties to this Agreement realize that the Hospital and other health care institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) the Hospital shall not lock out its employees, and (b) neither the Union or the employees, nor their agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or other interference with the operations of the Hospital, including any refusal to cross any other labor organization's picket line.

ARTICLE 21 – TRAINING

The Union and the Hospital will make a good faith effort to jointly seek to participate in grant funding opportunities for employee training, including HEET and other state funds, and federal grants.

ARTICLE 22 – TERM OF AGREEMENT

This contract shall be effective December 31, 2023, and shall continue in full force and effect until May 31, 2026. The wages set forth in this agreement shall be effective on the dates set forth in Appendix "A."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2026.

EVERGREENHEALTH MONROE

DocuSigned by:
Lisa LaPlante
9BA81553E4BE4FD...

Lisa LaPlante, Chief Administrative Officer

DocuSigned by:
Stacey Riden
14CB8C9BFD4C4DC...

Stacey Riden, Director – Human Resources

SEIU HEALTHCARE 1199NW

DocuSigned by:
Jane Hopkins
8981B9A2356D493...

Jane Hopkins, President

APPENDIX A – WAGES

Effective December 31, 2023																			
* Includes July 2, 2023 market adjustments																			
Computer Step			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
STEP	JOB																		
GRADE	CODE	POSITION NAME	Base	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	25
GROUP A (Clerical)																			
7190	70330	Ambulatory Care Liason	\$19.41	19.90	20.39	20.90	21.43	21.96	22.51	23.07	23.65	24.24	24.85	25.47	26.11	26.76	27.43	28.11	28.82
7101	70070	Health Unit Coord.	\$21.47	22.01	22.56	23.12	23.70	24.29	24.90	25.52	26.16	26.82	27.49	28.17	28.88	29.60	30.34	31.10	31.87
7300	70072	Health Unit Coord - Lead	\$21.54	22.08	22.63	23.19	23.77	24.37	24.98	25.60	26.24	26.90	27.57	28.26	28.97	29.69	30.43	31.19	31.97
7106	70078	Health Unit Coord - Outpatient	\$22.92	23.49	24.08	24.68	25.30	25.93	26.58	27.25	27.93	28.63	29.34	30.08	30.83	31.60	32.39	33.20	34.03
7073	70247	Imaging Assistant	\$21.63	22.18	22.73	23.30	23.88	24.48	25.09	25.72	26.36	27.02	27.69	28.39	29.10	29.82	30.57	31.33	32.12
7076	70248	Imaging Data Specialist	\$21.63	22.18	22.73	23.30	23.88	24.48	25.09	25.72	26.36	27.02	27.69	28.39	29.10	29.82	30.57	31.33	32.12
7077	70230	Mammo Data Specialist	\$21.63	22.18	22.73	23.30	23.88	24.48	25.09	25.72	26.36	27.02	27.69	28.39	29.10	29.82	30.57	31.33	32.12
GROUP B (Environmental Services)																			
7030	70030	Environmental Services Aide	\$18.85	19.09	19.22	19.70	20.20	20.70	21.23	21.76	22.30	22.86	23.43	24.01	24.60	25.25	25.85	26.50	27.17
7020	70020	Floorcare	\$19.40	19.89	20.39	20.89	21.42	21.95	22.50	23.06	23.64	24.23	24.84	25.46	26.09	26.75	27.42	28.10	28.80
7150	70300	Maintenance II	\$27.85	28.55	29.26	29.99	30.74	31.51	32.30	33.10	33.93	34.78	35.65	36.54	37.45	38.39	39.35	40.33	41.34
7230	70500	OR Environmentalist	\$18.87	19.34	19.82	20.32	20.83	21.35	21.88	22.43	22.99	23.56	24.15	24.76	25.37	26.01	26.66	27.33	28.01
GROUP C (Dietary)																			
7010	70110	Cook	\$20.49	21.00	21.52	22.06	22.61	23.18	23.76	24.35	24.96	25.58	26.22	26.88	27.55	28.24	28.95	29.67	30.41
7240	70000	Diet Aide	\$20.05	20.18	20.35	20.40	20.52	20.65	21.18	21.68	22.23	22.78	23.34	23.94	24.55	25.17	25.78	26.43	27.07
7310	70004	Dietary Asst Program Lead	\$20.35	20.85	21.38	21.91	22.46	23.02	23.60	24.19	24.79	25.41	26.04	26.70	27.36	28.05	28.75	29.47	30.20
GROUP D (Clinical)																			
7121	70791	Anesthesia Tech	\$24.45	25.06	25.69	26.33	26.99	27.66	28.35	29.06	29.79	30.53	31.30	32.08	32.88	33.70	34.55	35.41	36.30
7100	70076	Counselor Assist	\$21.11	21.64	22.18	22.73	23.30	23.88	24.48	25.09	25.72	26.36	27.02	27.70	28.39	29.10	29.83	30.57	31.34
7120	70066	Sterile Processing Tech	\$22.28	22.84	23.41	24.00	24.60	25.21	25.84	26.49	27.15	27.83	28.53	29.24	29.97	30.72	31.49	32.27	33.08
7110	70068	Sterile Processing Tech Cert	\$23.42	24.01	24.61	25.22	25.85	26.50	27.16	27.84	28.54	29.25	29.98	30.73	31.50	32.29	33.10	33.92	34.77
7330	70064	Sterile Processing Tech Cert Lead	\$23.70	24.29	24.90	25.52	26.16	26.81	27.48	28.17	28.88	29.60	30.34	31.10	31.87	32.67	33.49	34.32	35.18
7000	70073	ED/CCU Tech/Health Unit Coord (HUC)	\$22.79	23.36	23.94	24.54	25.15	25.78	26.42	27.09	27.76	28.46	29.17	29.90	30.64	31.41	32.20	33.00	33.83
7108	70086	HUC/NAC	\$21.47	22.00	22.55	23.12	23.69	24.29	24.89	25.52	26.15	26.81	27.48	28.17	28.87	29.59	30.33	31.09	31.87
7160	70244	Laboratory Asst	\$21.60	22.14	22.70	23.27	23.85	24.44	25.05	25.68	26.32	26.98	27.66	28.35	29.06	29.78	30.53	31.29	32.07
7090	70011	Nurse Asst Certified	\$21.11	21.64	22.18	22.73	23.30	23.88	24.48	25.09	25.72	26.36	27.02	27.70	28.39	29.10	29.83	30.57	31.34
7093	70013	Patient Sitter	\$19.73	20.23	20.73	21.25	21.78	22.33	22.88	23.46	24.04	24.64	25.26	25.89	26.54	27.20	27.88	28.58	29.29

Effective May 5, 2024																			
* Includes 4% increase effective 1st full pay period after May 1, 2024																			
		Computer Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
STEP	JOB																		
GRADE	CODE	POSITION NAME	Base	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	25
		GROUP A (Clerical)																	
7190	70330	Ambulatory Care Liason	\$20.19	20.69	21.21	21.74	22.28	22.84	23.41	24.00	24.60	25.21	25.84	26.49	27.15	27.83	28.52	29.24	29.97
7101	70070	Health Unit Coord.	\$22.33	22.89	23.46	24.05	24.65	25.26	25.89	26.54	27.21	27.89	28.58	29.30	30.03	30.78	31.55	32.34	33.15
7300	70072	Health Unit Coord - Lead	\$22.40	22.96	23.54	24.12	24.73	25.35	25.98	26.63	27.29	27.98	28.68	29.39	30.13	30.88	31.65	32.44	33.26
7106	70078	Health Unit Coord - Outpatient	\$23.84	24.43	25.04	25.67	26.31	26.97	27.64	28.33	29.04	29.77	30.51	31.28	32.06	32.86	33.68	34.52	35.39
7073	70247	Imaging Assistant	\$22.50	23.06	23.63	24.22	24.83	25.45	26.09	26.74	27.41	28.09	28.80	29.52	30.25	31.01	31.79	32.58	33.39
7076	70248	Imaging Data Specialist	\$22.50	23.06	23.63	24.22	24.83	25.45	26.09	26.74	27.41	28.09	28.80	29.52	30.25	31.01	31.79	32.58	33.39
7077	70230	Mammo Data Specialist	\$22.50	23.06	23.63	24.22	24.83	25.45	26.09	26.74	27.41	28.09	28.80	29.52	30.25	31.01	31.79	32.58	33.39
		GROUP B (Environmental Services)																	
7030	70030	Environmental Services Aide	\$19.60	19.77	19.99	20.49	21.01	21.53	22.08	22.63	23.19	23.77	24.37	24.97	25.58	26.26	26.88	27.56	28.26
7020	70020	Floorcare	\$20.18	20.68	21.20	21.73	22.27	22.83	23.40	23.98	24.58	25.20	25.83	26.47	27.13	27.81	28.51	29.22	29.95
7150	70300	Maintenance II	\$28.96	29.69	30.43	31.19	31.97	32.77	33.59	34.43	35.29	36.17	37.08	38.00	38.95	39.93	40.93	41.95	43.00
7230	70500	OR Environmentalist	\$19.62	20.12	20.62	21.13	21.66	22.20	22.76	23.33	23.91	24.51	25.12	25.75	26.39	27.05	27.73	28.42	29.13
		GROUP C (Dietary)																	
7010	70110	Cook	\$21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.38	30.11	30.86	31.63
7240	70000	Diet Aide	\$20.85	20.99	21.16	21.22	21.34	21.48	22.03	22.55	23.12	23.69	24.27	24.90	25.53	26.18	26.81	27.49	28.15
7310	70004	Dietary Asst Program Lead	\$21.16	21.69	22.24	22.79	23.36	23.95	24.54	25.16	25.79	26.43	27.09	27.77	28.46	29.17	29.90	30.65	31.42
		GROUP D (Clinical)																	
7121	70791	Anesthesia Tech	\$25.43	26.06	26.72	27.38	28.07	28.77	29.49	30.23	30.98	31.76	32.55	33.36	34.20	35.05	35.93	36.83	37.75
7100	70076	Counselor Assist	\$21.95	22.50	23.07	23.64	24.23	24.84	25.46	26.10	26.75	27.42	28.10	28.81	29.53	30.26	31.02	31.80	32.59
7120	70066	Sterile Processing Tech	\$23.17	23.75	24.34	24.95	25.58	26.22	26.87	27.54	28.23	28.94	29.66	30.40	31.16	31.94	32.74	33.56	34.40
7110	70068	Sterile Processing Tech Cert	\$24.36	24.97	25.59	26.23	26.89	27.56	28.25	28.95	29.68	30.42	31.18	31.96	32.76	33.58	34.42	35.28	36.16
7330	70064	Sterile Processing Tech Cert Lead	\$24.65	25.26	25.90	26.54	27.21	27.89	28.58	29.30	30.03	30.78	31.55	32.34	33.15	33.98	34.83	35.70	36.59
7000	70073	ED/CCU Tech/Health Unit Coord (HUC)	\$23.70	24.29	24.90	25.52	26.16	26.82	27.49	28.17	28.88	29.60	30.34	31.10	31.88	32.67	33.49	34.33	35.19
7108	70086	HUC/NAC	\$22.33	22.89	23.46	24.05	24.65	25.26	25.89	26.54	27.21	27.89	28.58	29.30	30.03	30.78	31.55	32.34	33.15
7160	70244	Laboratory Asst	\$22.46	23.03	23.60	24.19	24.80	25.42	26.05	26.70	27.37	28.05	28.76	29.47	30.21	30.97	31.74	32.53	33.35
7090	70011	Nurse Asst Certified	\$21.95	22.50	23.07	23.64	24.23	24.84	25.46	26.10	26.75	27.42	28.10	28.81	29.53	30.26	31.02	31.80	32.59
7093	70013	Patient Sitter	\$20.52	21.03	21.56	22.10	22.65	23.22	23.80	24.39	25.00	25.63	26.27	26.92	27.60	28.29	28.99	29.72	30.46

Effective May 4, 2025																			
* Includes 4% increase effective 1st full pay period after May 1, 2025																			
		Computer Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
STEP	JOB																		
GRADE	CODE	POSITION NAME	Base	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	25
		GROUP A (Clerical)																	
7190	70330	Ambulatory Care Liason	\$21.00	21.52	22.06	22.61	23.18	23.76	24.35	24.96	25.58	26.22	26.88	27.55	28.24	28.95	29.67	30.41	31.17
7101	70070	Health Unit Coord.	\$23.22	23.80	24.40	25.01	25.63	26.27	26.93	27.61	28.30	29.00	29.73	30.47	31.23	32.01	32.81	33.63	34.47
7300	70072	Health Unit Coord - Lead	\$23.30	23.88	24.48	25.09	25.71	26.36	27.02	27.69	28.38	29.09	29.82	30.57	31.33	32.11	32.92	33.74	34.58
7106	70078	Health Unit Coord - Outpatient	\$24.79	25.41	26.05	26.70	27.37	28.05	28.75	29.47	30.21	30.96	31.74	32.53	33.34	34.18	35.03	35.91	36.81
7073	70247	Imaging Assistant	\$23.40	23.99	24.58	25.20	25.83	26.47	27.14	27.82	28.51	29.22	29.95	30.70	31.47	32.26	33.06	33.89	34.74
7076	70248	Imaging Data Specialist	\$23.40	23.99	24.58	25.20	25.83	26.47	27.14	27.82	28.51	29.22	29.95	30.70	31.47	32.26	33.06	33.89	34.74
7077	70230	Mammo Data Specialist	\$23.40	23.99	24.58	25.20	25.83	26.47	27.14	27.82	28.51	29.22	29.95	30.70	31.47	32.26	33.06	33.89	34.74
		GROUP B (Environmental Services)																	
7030	70030	Environmental Services Aide	\$20.38	20.56	20.79	21.31	21.85	22.39	22.96	23.54	24.12	24.72	25.34	25.97	26.60	27.31	27.96	28.66	29.39
7020	70020	Floorcare	\$20.99	21.51	22.05	22.60	23.17	23.75	24.34	24.95	25.57	26.21	26.87	27.54	28.23	28.93	29.65	30.40	31.16
7150	70300	Maintenance II	\$30.12	30.87	31.64	32.43	33.25	34.08	34.93	35.80	36.70	37.61	38.55	39.52	40.51	41.52	42.56	43.62	44.71
7230	70500	OR Environmentalist	\$20.40	20.91	21.44	21.97	22.52	23.09	23.66	24.25	24.86	25.48	26.12	26.77	27.44	28.13	28.83	29.55	30.29
		GROUP C (Dietary)																	
7010	70110	Cook	\$22.16	22.72	23.28	23.87	24.46	25.07	25.70	26.34	27.00	27.68	28.37	29.08	29.81	30.55	31.31	32.10	32.90
7240	70000	Diet Aide	\$21.68	21.83	22.01	22.07	22.19	22.34	22.91	23.45	24.04	24.64	25.24	25.90	26.55	27.23	27.88	28.59	29.28
7310	70004	Dietary Asst Program Lead	\$22.01	22.56	23.12	23.70	24.29	24.90	25.52	26.16	26.81	27.48	28.17	28.87	29.60	30.34	31.09	31.87	32.67
		GROUP D (Clinical)																	
7121	70791	Anesthesia Tech	\$26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.22	33.03	33.85	34.70	35.57	36.46	37.37	38.30	39.26
7100	70076	Counselor Assist	\$22.83	23.40	23.98	24.58	25.20	25.83	26.47	27.14	27.81	28.51	29.22	29.95	30.70	31.47	32.26	33.06	33.89
7120	70066	Sterile Processing Tech	\$24.10	24.70	25.32	25.95	26.60	27.26	27.94	28.64	29.36	30.09	30.85	31.62	32.41	33.22	34.05	34.90	35.77
7110	70068	Sterile Processing Tech Cert	\$25.33	25.97	26.62	27.28	27.96	28.66	29.38	30.11	30.87	31.64	32.43	33.24	34.07	34.92	35.80	36.69	37.61
7330	70064	Sterile Processing Tech Cert Lead	\$25.64	26.28	26.93	27.61	28.30	29.00	29.73	30.47	31.23	32.02	32.82	33.64	34.48	35.34	36.22	37.13	38.06
7000	70073	ED/CCU Tech/Health Unit Coord (HUC)	\$24.65	25.26	25.90	26.54	27.21	27.89	28.58	29.30	30.03	30.78	31.55	32.34	33.15	33.98	34.83	35.70	36.59
7108	70086	HUC/NAC	\$23.22	23.80	24.40	25.01	25.63	26.27	26.93	27.61	28.30	29.00	29.73	30.47	31.23	32.01	32.81	33.63	34.47
7160	70244	Laboratory Asst	\$23.36	23.94	24.54	25.15	25.78	26.43	27.09	27.77	28.46	29.17	29.90	30.65	31.41	32.20	33.00	33.83	34.68
7090	70011	Nurse Asst Certified	\$22.83	23.40	23.98	24.58	25.20	25.83	26.47	27.14	27.81	28.51	29.22	29.95	30.70	31.47	32.26	33.06	33.89
7093	70013	Patient Sitter	\$21.34	21.87	22.42	22.98	23.56	24.15	24.75	25.37	26.00	26.65	27.32	28.00	28.70	29.42	30.15	30.91	31.68

APPENDIX B – HOSPITAL STAFFING COMMITTEE

I. Purpose

The Union and Hospital have implemented a joint process regarding decision-making about hospital staffing. The parties agree that the joint process must comply with the state of Washington’s hospital staffing legislation, which is currently codified at RCW 70.41.420.

- A. By January 1, 2024, the Hospital will transition its existing Nurse Staffing Committee (NSC) into the Hospital Staffing Committee (HSC) that is required under RCW 70.41.420.
- B. The HSC will produce the Hospital’s annual staffing plan, utilizing the uniform format or template created by the Department of Health, based on the criteria set out below and the statutory factors identified in RCW 70.41.420(4)(a).
- C. The Hospital has and will continue to post on each patient care unit in a public area, the department staffing plan and the schedule for that shift on that unit, as well as the relevant clinical staffing for that shift. The staffing plan and current staffing levels will be made available to patients and visitors upon request.
- D. The Hospital will not retaliate against or engage in any form of intimidation of any bargaining unit employee for performing any duties or responsibilities in connection with the HSC; or a bargaining unit employee that notifies the HSC or the Hospital administration of their concerns related to nurse or hospital staffing.

II. Committee Composition & Participation

A. Members.

- a. At least one-half of the members of the HSC shall be “nursing staff” (as defined in RCW 70.410), who are nonsupervisory and nonmanagerial, currently providing direct patient care. SEIU shall select the “nursing staff” members of the HSC.
- b. One-half of the voting members of the HSC shall be determined by the Hospital administration and must include the Hospital’s chief financial officer, the Chief Nursing Officer, and patient care unit leaders or their designees.

The parties recognize that the above composition of membership is directed by RCW 70.41.420(2) and commit to discussing membership expansion if/when the statute is amended.

Other interested individuals may also be included in staffing committee meetings as a resource needed to provide context to inform committee discussions and decisions.

- B. Co-Chairs. The staffing committee will be co-chaired by one nursing staff member currently providing direct patient care, who will be selected by SEIU as a co-chair. The management co-chair will either be the Chief Nursing Officer or a management delegate of their choosing.

- C. Paid Time. Participation in the HSC for voting members will be on scheduled work time and compensated at the appropriate rate of pay. HSC voting members shall be relieved of all other work duties during meetings of the committee. Additional staffing relief must be provided if necessary to ensure voting committee members are able to attend HSC meetings. Resource participants may also receive pay, if requested by the HSC to attend.
- D. Minutes. Minutes will be taken at HSC meetings and will be sent electronically to committee members and nursing unit leaders once approved by the committee co-chairs.

III. Duties

- A. The HSC will complete all statutory responsibilities, including:
 - a. Developing the annual patient care unit and shift-based hospital staffing plan. Factors to be considered in the development of the plan include, but are not limited to:
 - 1. Census, including total numbers of patients on the unit on each shift and activity such as patient discharges, admissions, and transfers.
 - 2. Level of acuity/intensity of all patients and nature of the care to be delivered on each shift. "Intensity" means the level of patient need for nursing care, as determined by the nursing assessment.
 - 3. Skill mix, which means the number of relative percentages of registered nurses, licensed practical nurses, and unlicensed assistive personnel amount the total number of nursing personnel.
 - 4. Level of experience and specialty certification or training of nursing staff providing care.
 - 5. The need for specialized or intensive equipment.
 - 6. The architecture and geography of the patient care unit, including but not limited to placement of patient rooms, treatment areas, nursing stations, medication preparation areas, and equipment.
 - 7. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations.
 - 8. Availability of other personnel and patient care staff supporting nursing services on the unit.
 - 9. Hospital finances and resources.
 - 10. Changes to or additions of nursing units.

- B. Conducting a semiannual review of the staffing plan against patient need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by the hospital, and
- C. Reviewing, assessing, and responding to staffing variations and complaints presented to the HSC.

Memorandum of Understanding – Extra Shift Incentive

The following are examples of how Article 9.4, Extra Shift Incentive, would be implemented in practice:

1. A 0.9 employee working 12 hour shifts picks up a 12 hour incentive shift on Monday and works all of the employee's three scheduled shifts the rest of the work week. The employee has worked their designated FTE that week in addition to the extra shift, so is eligible for the Extra Shift Incentive (ESI). The employee receives:
 - 1.5x pay for the 12 hour incentive shift on Monday
 - 28 hours of straight pay (to get to 40 hours)
 - 8 hours of 1.5x pay for statutory overtime

2. Same scenario except the employee takes a sick or PTO day on the third regularly scheduled shift during the same work week as the ESI. The employee is not eligible for ESI because the employee has not worked their designated FTE that week in addition to the extra shift. The employee receives:
 - 12 hours straight pay for the incentive shift on Monday
 - 24 hours of straight pay for the two scheduled days
 - 12 hours of straight time for the sick/PTO time

3. Same scenario except the employee is low censused on the employee's third regularly scheduled shift. The employee is eligible for ESI because low census is the reason the employee did not work their designated FTE that week in addition to the extra shift. The employee receives:
 - 1.5x pay for the 12 hour incentive shift on Monday
 - 24 hours of straight pay
 - (If the employee takes PTO for the low census day, 12 hours of straight pay)

4. The employee is scheduled for PTO for a work week, and therefore not scheduled to work that work week. An incentive shift is called and the employee picks it up. The employee is eligible for ESI because the employee was not scheduled to work that week. The employee would receive 1.5x pay for the incentive shift.

Letter of Understanding – Organizational Equity and Inclusion

1. The parties acknowledge the value of cultural competence and of culturally competent practices at the Hospital, as well as how cultural competence plays an important role in the work employees perform.
2. The parties further recognize that the promotion of cultural competence will help serve the needs of the Hospital community, including patients, visitors and vendors.
3. The parties support the development of skills and practices that promote cultural competence. Therefore, cultural competence will be a standing agenda item at meetings of the Labor Management Committee. If the Labor Management Committee decides to engage a professional facilitator for training, the Employer shall permit members of the Labor Management Committee up to 2 hours of paid time off to participate in the training.

LETTER OF UNDERSTANDING – Ratification and Signing Bonus

This Letter of Understanding (“LOU”) is between EvergreenHealth Monroe (“EHM” or “Hospital”) and SEIU 1199NW (“SEIU” or “Union”) regarding the Support Services Unit represented by SEIU.

If SEIU and the Hospital are able to reach a tentative agreement on a Final Agreement on or before December 15, 2023, and the Final Agreement is ratified by both parties, then members of the Support Services Unit will receive the following bonus. 0.9 FTE and above bargaining unit employees covered by the Final Agreement shall receive one thousand and two hundred dollars (\$1200). The ratification and signing bonus shall be pro-rated for 0.1-0.89 FTE employees based on a bonus of one thousand and two hundred dollars for a 1.0 FTE employee (i.e., a 0.8 FTE employee shall receive a bonus of nine hundred and sixty dollars). Per diem employees shall receive three hundred dollars (\$300). The bonuses shall be less applicable withholdings. The bonuses will be available five business days (which exclude holidays) after mutual ratification. The bonus will only be made available if the employee is employed by the Hospital at the time of ratification and when the bonus is payable. For the purpose of this Letter of Understanding, FTE level will be calculated as of the date of ratification by the bargaining unit.

