

**Agreement between  
Valley Hospital and SEIU Healthcare 1199NW**

**Valley Hospital Contract  
Registered Nurse Bargaining Unit  
2024-2026**



**SEIU**Healthcare.  
United for Quality Care



# Welcome to our union

## Who is SEIU Healthcare 1199NW?

We are more than 33,000 registered nurses, licensed practical nurses, pharmacists, technicians, professional employees, therapists, mental health workers, certified nursing assistants, environmental services and nutrition services, social workers, and other healthcare workers in private and public hospitals, clinics, mental health facilities, social services agencies, and homes across Washington and Montana. We are united to improve our jobs and the care we give.

We are a union—a democratic, independent organization created by members to advocate for our common interests and those of our patients and communities. We believe that healthcare works best when we have a strong voice in making the decisions that impact ourselves and our patients or clients. We have a seat at the table with management to negotiate for improvements in our jobs and the care we give. We stand together to improve wages, benefits, working conditions, staffing, training and education availability, and the quality of care and services we provide.

**Our statewide union, is part of the two million member Service Employees International Union (SEIU), the largest and strongest union of healthcare workers in the nation.**

## **WEINGARTEN RIGHTS:** Your Right to Union Representation

*“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”*



COLLECTIVE BARGAINING AGREEMENT

between

VALLEY HOSPITAL

and

SEIU HEALTHCARE 1199NW

Registered Nurse Bargaining Unit

Term of Agreement

January 1, 2024

through

December 31, 2026

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## AGREEMENT

THIS AGREEMENT is entered into by and between Valley Hospital hereinafter referred to as “VH” or the “Employer,” and the SEIU Healthcare 1199NW, hereinafter referred to as the “Union.”

The intent of this Agreement is to set forth a mutually agreed working relationship between VH and the bargaining unit employees identified in Appendix B employed at Valley Hospital (“VH”) located at 12606 East Mission Avenue, Spokane Valley, Washington, 99216 with respect to wages, hours of service, general conditions of employment and lines of communication. The common objective of VH and the bargaining unit employees is delivery of superior patient care, harmoniously obtained and consistently maintained.

### ARTICLE 1—UNION RECOGNITION

#### Section 1

VH recognizes the Union as the collective bargaining representative of Registered Nurses performing patient care duties at VH with respect to wages, hours, and working conditions. The bargaining units consist of VH employees employed at VH in the job classifications identified in Appendix B (hereinafter collectively referred to as “employees” or “nurses”). In addition to the excluded classifications specified in Appendix B, temporary nurses, contracted travelers, agency nurses, and all other Valley employees, managerial employees, confidential employees, service and maintenance employees, physicians, other professional employees, technical employees, skilled maintenance employees, business office clerical employees, assistant unit managers, guards and supervisors are excluded from the VH bargaining unit.

#### Section 2

This recognition is limited to VH operations currently at VH located at East 12606 Mission, Spokane, Washington and at the Valley Day Surgery Center, and does not apply to employees working in any other present or future operations of VH.

#### Section 3

This recognition shall not be interpreted to limit non-bargaining unit employees from performing work also performed by employees in the bargaining unit, as long as bargaining unit work is not the employee’s primary duty.

### ARTICLE 2—UNION MEMBERSHIP

#### Section 1 Membership/Agency Fee

- a. Membership/Agency Fee. All employees who are members of the Union on the effective date of this Agreement, or who voluntarily join thereafter, shall maintain their membership, or satisfy the financial obligations set by the Union, during the term of this Agreement as a condition of continued employment. All employees covered by this Agreement who are not members of the Union and who choose not to become members of the Union shall, as a condition of continued employment, pay to the Union an agency fee as established by the Union. All employees hired on or after the effective date of this Agreement shall, within thirty-one (31) days after employment, become and remain members or become agency-fee payers as a condition of continued employment for the duration of this Agreement.

- b. Employees Holding Certain Religious Beliefs. In accordance with applicable law, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. In lieu of tendering payment to the Union of dues and fees uniformly charged by the Union to members of the Union, such an employee shall pay the amount of such dues and fees to a non-religious charity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as selected by the employee. Such an employee must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.
- c. Consequences for Failure to Comply with Article 2, Section 1(a). During the term of this Agreement, an employee who fails to pay the dues or agency fees identified in Article 2, Section 1(a) shall be discharged by VH within thirty (30) calendar days after the receipt of written notice to VH from the Union, unless the employee fulfills the obligation to pay dues or agency fees set forth in Article 2, Section 1(a).

### **Section 2 Dues Deduction**

- a. Deductions will be made pursuant to this Article, the Memorandum of Understanding signed on July 17<sup>th</sup>, 2024, and in accordance with applicable law governing priorities between deductions required by law and voluntary employee deductions.
- b. The Union agrees to refund amounts remitted in error, upon evidence of error. The Employer agrees to rectify errors in deducting dues or fees or remittance of aggregate dues or fees, upon presentation of evidence of error.

### **Section 3 Bargaining Unit Information**

Upon the signing of this agreement and monthly thereafter, the Employer shall supply to the Union in an electronic format an alphabetical list of all employees covered by this Agreement. The list shall include the name, address, telephone number, employee identification number, date of hire, rehire date (if applicable), shift, FTE, job classification, campus/worksite, unit, hourly rate of pay and monthly gross earnings. Each month, the Employer will provide a list of new hires, a list of all employees who have terminated during the month, and a list of all employment status changes for bargaining unit employees. The new hire, termination, and employment status lists shall include the same data as the monthly employee roster except for monthly gross earnings. The termination list shall include the termination date. The employment status list shall include if the employee is no longer in a bargaining unit position.

### **Section 4 Voluntary Political Action Fund Deduction**

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action



contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any such deduction made from the wages of such employee.

The Union agrees to reimburse the Employer for its reasonable cost of administering this COPE check-off provision. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check-off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to this COPE check-off provision to reimburse the Employer for its reasonable costs of administering the check-off.

### **Section 5 Indemnification of VH**

The Union shall indemnify, defend, and hold VH harmless against any and all claims, demands, suits, grievances, or other forms of liability that may arise against VH for or on account of any action taken by VH to pursuant to this Article.

## **ARTICLE 3—UNION REPRESENTATIVES**

### **Section 1 Union Access to VH**

Duly authorized representatives of the Union may have access at reasonable times to those areas of VH's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to patient care areas or employee lounges unless advance approval has been obtained from Human Resources. Access to VH premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital. The Union may utilize VH meeting rooms, under the same rules applicable to other outside entities, for the purpose of conducting meetings with current bargaining unit employees. Such meetings may not disrupt Hospital operations.

### **Section 2 Bulletin Boards**

The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by the Employer on each nursing unit or department in nonpublic areas. A copy of such notices will be provided upon request to the Human Resources Department.

### **Section 3 Union Negotiating Team**

Where VH has received appropriate advance notice, VH will reasonably attempt to assist members of the SEIU Negotiating Team to be relieved of patient care duties to attend contract negotiation meetings for their particular bargaining unit, provided that such relief does not create overtime. Members of the team shall notify management of the need for such relief as early as possible. Time spent on contract negotiations by employees is understood not to be time worked for, nor will it be compensated by VH. Such time may be taken as accrued PTO time personal leave, or unpaid time off.

#### **Section 4 Union Business**

Employees shall not conduct non-work-related business, including Union business in patient care areas nor during hours of work, excluding lunch and break periods taken in non-patient care areas, unless approved by the Employer in writing. As with other non-work-related conversations, the foregoing prohibition on conducting union business during hours of work only does not apply to short, de minimus conversations that do not interfere with the work of any employees who are on duty.

#### **Section 5 Officers/Delegates**

The Union shall designate its officers, delegates and alternate delegates from among employees in the bargaining unit. These officers and delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking time, and shall not interfere with the work of other employees. A Union delegate or officer shall be allowed one-quarter of an hour of unpaid time at a time designated by the Employer during the regularly scheduled orientation for newly hired bargaining unit members for the purpose of introducing bargaining unit members to the Union and to this Agreement. Subject to applicable advance notice and scheduling requirements and with the Employer's approval, up to ten (10) Union officers, delegates or contract committee members may use one (1) day (eight (8) hours) per contract year of paid educational leave time (Article 15, Section 2) to attend Union-sponsored training in leadership, representation and dispute resolution.

### **ARTICLE 4—DEFINITIONS**

#### **Section 1 Regular Full-Time Employee**

An employee who is not in a temporary, agency, contracted traveler, unit based supplemental, general supplemental, or probationary status or position, and who is in a position which has budgeted/approved hours of seventy-two (72) or more in a fourteen (14) day pay period.

#### **Section 2 Regular Part-Time Employee**

An employee who is not in a temporary, agency, contracted traveler, unit based supplemental, general supplemental, or probationary status, and who is in a position which has budgeted/approved hours between eight (8) and fewer than seventy-two (72) in a fourteen (14) day pay period. (Employees with less than forty (40) budgeted/approved hours per pay period are not eligible for benefits unless so specified).

A regular part-time employee with approved hours between eight (8) and fewer than seventy-two (72) per fourteen (14) day pay period may elect to receive a premium of twelve percent (12%) above their base rate of pay ("per diem premium") in lieu of paid sick and PTO leave. Election of the per diem premium may occur at date of hire, upon a change from full-time to part-time status or during open enrollment. Employees who have elected the per diem premium are entitled to unpaid PTO time, which will be accrued, tracked and scheduled in the same manner as paid PTO is accrued, tracked and scheduled for regular employees.

An employee whose status changes from regular to unit based supplemental will be cashed out of accumulated balances of PTO, up to the maximum allowed pursuant to Article 11, Section 3 of this Agreement. Any balance of accumulated, unused sick leave will be frozen and unavailable to the employee until the employee's status changes to regular full-time or regular part-time without the per diem election.

### **Section 3 Unit Based Supplemental Employee**

An employee who has no regularly scheduled hours and has signed a Unit Based Supplemental Employee Agreement. Unit based supplemental employees are utilized to cover the staffing needs of a specific unit. Each unit based committee, shall determine guidelines for how unit based supplementals will be used to cover the staffing needs (For example, supplementals may work in excess of the minimum requirements and may take call). The Employer retains the discretion to modify the guidelines to meet the needs of the unit. The Employer will meet with the unit based committee and discuss alternatives. Unit based supplemental employees must be available at least four (4) open shifts per month, including night, evening, and weekend shifts, and must be available to cover two (2) of the holidays identified in Article 10 of this Agreement. VH may schedule unit based supplemental employees to cover shifts for reasons such as census fluctuations, vacations, extended ill periods, and other leaves of absence of employees. Unit based supplemental employees are not eligible for benefits unless so specified.

Unit based supplemental employees receive a premium of sixteen percent (16%) above their base rate in lieu of all benefits. Unit based supplemental employees are eligible for premium pay and differentials as specified in this Agreement.

Unit based supplemental employees must complete a Unit Based Supplemental Employee Agreement. A copy of the Unit Based Supplemental Employee Agreement will be maintained in the employee's personnel file. Unit based supplemental employees must abide by the requirements of the Agreement s/he signs in order to remain in employment with VH. VH retains the right to alter these standard agreements, in its discretion, based on patient care and unit needs, in accordance with this Agreement.

Unit based supplemental employees also must complete an "Available to Work" Calendar in accordance with applicable VH policy.

An employee whose status changes from regular to unit based supplemental will be cashed out of accumulated balance of PTO, up to the maximum allowed pursuant to Article 11, Section 3 of this Agreement. Sick leave balances will be frozen and not used except in such case where the unit based supplemental employee is pre-scheduled to work at least one week in advance and they experience a sick leave qualifying event. In such case, sick leave hours may be used for the scheduled shifts not worked.

### **Section 4 General Supplemental Employee**

An employee who has no guaranteed or regularly scheduled hours and has signed a General Supplemental Employee Agreement. General supplemental employees are hired to cover staffing needs of specific Clinical Groups and must meet clinical requirements established by VH for each group. General supplemental employees must be available at least four (4) open shifts per month, including night, evening, and weekend shifts. General supplemental

employees will be scheduled to cover shifts for reasons such as census fluctuations and sick calls. General supplemental employees are not eligible for benefits unless so specified.

### **Section 5 Temporary employee**

An employee who is employed for a specific period of time not exceeding six (6) months, and for a specific purpose, such as a special project of definite duration, a position with grant funding for a specified period, or to cover for a regular employee on an extended leave of absence. Temporary employees are excluded from the bargaining unit. Temporary employees shall not be eligible for either purchased or accrued benefits. If the temporary employee is hired as a regular employee, and satisfactorily completes the probationary period, the employee's date of hire and seniority date shall be that date on which the employee was hired as a regular employee.

### **Section 6 Agency Nurse**

A nurse who is employed by a temporary agency and assigned to work at VH. Agency nurses are excluded from the bargaining unit. Agency nurses shall not be eligible for either purchased or accrued benefits through VH.

### **Section 7 Contracted Travelers**

An agency nurse or independent contractor with whom VH has contracted to work for a specified period of time. Contracted travelers are excluded from the bargaining unit. Contracted travelers shall not be eligible for either purchased or accrued benefits through VH.

### **Section 8 Probationary Employee**

The probationary period for a newly hired employee shall be at least ninety (90) calendar days from the first day of work or orientation. If a particular unit maintains a uniformly-applied extended orientation period which exceeds ninety (90) days, the probationary period shall automatically be extended to the end of the extended orientation period. For resident nurses only, the probationary period is the first twelve months of employment. The probationary period cannot be extended longer than 12 months. The twelve month probationary period will only apply to resident nurses hired after the ratification of this agreement. The twelve month probationary period for resident nurses will only be in place for the 2024, 2025 and 2026 calendar years. Any absence of longer than one (1) week will automatically extend the probationary period by the length of the absence. This probationary period also may be extended at VH 's discretion for up to ninety (90) days by written notice to the employee sent before the expiration of the initial probationary period. During the probationary period, whether the initial period or any extension, employees may be discharged for any reason and without notice, and such discharge shall not be subject to the grievance and arbitration procedure. Probationary employees shall not be required to give fourteen (14) days' notice of termination. Upon successful completion of the probationary period, an employee's seniority date will be retroactive to the employee's date of hire.

## **Section 9 Preceptor**

A nurse who has completed the required annual and ongoing preceptor training, and has been assigned by the manager, or designee, to act as a preceptor for a nurse technician, resident nurse, nurse cross training into a new clinical area, fellowship nurse, newly-hired, or transferred employee or capstone student. The parties agree that nurses may be required to work with, train, and/or assist student nurses, and that such work will not entitle the nurse to preceptor pay. The parties further agree that all nurses will be expected to participate in basic unit orientation of other employees, and that such orientation will not entitle the nurse to preceptor pay. Only one nurse may be assigned as a preceptor to a particular employee at any one time. Preceptor assignments shall be within the discretion of the manager, or designee. Preceptor duties will be considered when making patient care assignments where appropriate.

## **Section 10 Charge**

10.1 The Charge Nurse is an experienced nurse who is assigned responsibility by the Employer on a shift by shift basis to maintain competencies for direct patient care and team leadership. Unique Charge Nurse functions include responsibilities such as facilitating workflow, serving as a clinical resource to staff, making patient rounds, matching nursing competencies with patient needs, monitoring documentation and compliance with standards, promoting patient and environmental safety, relieving floor nurses so they can take their contractual breaks and meals periods, and responding to customer concerns. In order to facilitate safe patient care, the Employer recognizes the need of the Charge Nurse to minimize the engagement in direct patient care in the form of a patient assignment.

10.2 With all of the above responsibilities in mind, the Charge Nurse will have a lesser number of patients in their assignment and if possible will not have a patient assignment.

10.3 In collaboration with Hospital management the Charge Nurse will use their professional judgement to determine when it is necessary for the Charge Nurse to take a patient assignment based on patient and staffing needs. In instances where the Charge Nurse takes a patient assignment but believes the assignment is not appropriate, the Charge Nurse will report the instance to the Unit Based Staffing Committee for review. If the issue is not resolved at the UBC level it will be escalated to the Joint Nurse Staffing Committee.

- It's understood and agreed on by both the Employer and the Union that in order for the above language to be effective a Joint Training will take place that will include CNO, Managers, House Supervisors, HR Director, Charge Nurses and SEIU representative. This training will include the role of the charge nurse in working with the House Supervisor to staff each unit appropriately and safely and accept or not accept new patients in relation to current staff mix and competencies.
- This training shall take place within 90 days of ratification of this contract and at least yearly thereafter.

10.4 The Charge Nurse premium shall be paid for all hours worked as a Charge Nurse when assigned by the Employer to perform a Charge Nurse assignment.

**Section 11 Float Nurse**

Float nurses will be hired or transferred into the Float cost center on an FTE basis. Float nurses are required to become and maintain competency across clinical groups in which they are competent and oriented to on an as needed, shift by shift, or hour by hour basis.

**Section 11 Resident Nurse**

A nurse whose acute care clinical experience post- graduation is less than twelve (12) months and who is currently in a Resident Nurse position. Resident Nurses are placed on the Appendix A wage scale consistent with Article 8.3 Hire in Wage Rates.

**Section 12 Nurse Fellow**

A nurse whose acute care clinical experience post-graduation is twelve (12) or more months and who is changing specialties. Nurse Fellows are placed on the Appendix A wage scale consistent with Article 8.3 Hire in Wage Rates.

**ARTICLE 5—EMPLOYMENT PRACTICES**

**Section 1 Equal Opportunity**

The provisions of this Agreement shall be applied without regard to race, religion, color, creed, age, gender, national origin, marital status, citizenship, sexual orientation, gender identification/expression, veteran status, Union activities or membership and/or physical or mental impairment which can be reasonably accommodated in all aspects of employment, as required by applicable state or federal law. It is further understood that the Union will cooperate with the Employer's policy of nondiscrimination in all aspects of employment. The Employer's shall also continue its policy of prohibiting unlawful harassment, including unlawful sexual harassment. All employees should report harassment perceived to violate the Employer's policy to the Director of Human Resources or another member of Management immediately. Retaliation against an employee for opposing discrimination or participating in an investigation of discrimination is also a violation of the policy.

**Section 2 Resignation in Good Standing**

Employees wishing to resign employment in good standing are expected to give as much advance notice as possible and at least fourteen (14) days' written notice. Failure to give notice shall result in the employee not being considered as having terminated in good standing. The Employer will give consideration to situations that would make such notice by the employee impossible. Unless the employee is on a bona fide leave of absence at the time of notice, or has a documented illness, they must work all scheduled shifts during the notice period or shall be considered as not having terminated in good standing.

### **Section 3 Discipline and Discharge**

- a. **Just Cause.** No non-probationary employee shall be disciplined or discharged without just cause. A non-probationary employee who feels they have been disciplined or discharged without just cause may present a grievance for consideration under the grievance procedure. Verbal coaching or counseling (as distinct from a written progressive discipline), and review of performance expectations or evaluations shall not constitute discipline, and therefore shall not be subject to the grievance procedure. Failure to improve performance following any of these actions, however, may lead to discipline, up to and including discharge.
- b. **Progressive Discipline.** The parties agree that discipline generally should be progressive in nature, according to the following pattern: written warning, serious warning, final warning and discharge. The parties agree that the particular discipline given will depend on the seriousness of the offense, and that an employee may be discharged for a first offense if the type of the offense so warrants. Written warnings shall expire after two (2) years for the purpose of determining any future progressive discipline. Such discipline, however, shall remain in the employee's personnel file. In addition, the Employer shall have the right to disregard the forgoing expiration period where an employee has demonstrated a recurring pattern in the progressive disciplinary process.
- c. **Union Representation.** An employee may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action.
- d. **Copies of Written Discipline.** Employees will be provided a copy of any written discipline, and shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Employees shall have the opportunity to provide a written response to any disciplinary action to be included in the personnel file.

### **Section 4 Personnel Files**

Employees' personnel files shall be maintained by Human Potential. Upon the request of an employee in writing to the Human Resources Department, information in the employee's personnel file will be made available for inspection by the employee. Copies of progressive discipline, performance improvement plans, and written performance evaluations shall be maintained in the employee's personnel file.

### **Section 5 Floating**

The Employer may maintain a regular employee float pool. The float pool and supplemental staff will serve as the initial resource for meeting fluctuating staffing needs. Managers, or designees, however, may assign employees to float to a unit or work area in which they are clinically competent, as defined and verified by the Employer, other than the one to which the employee is normally assigned. In meeting patient care needs through the use of floating, managers, or their designees, may float staff outside of those groupings where necessary, in their discretion. Floating assignments will be appropriate, in the Employer's judgment, to the employee's scope of practice and clinical expertise. If an employee believes that the floating assignment is not appropriate based on their area of expertise and could result in unsafe patient care, the employee should complete an "Exception to Assignment Form" and contact the supervisor for consultation.

Each affected employee will receive orientation to the unit/department. Orientation will be appropriate to the assignment and will take into account the employee's previous experience and familiarity with the unit/department and patients to which such employee is assigned. Floating assignments will be made based on matching the skills of the employee, electronic medical records access, training, and competencies to their assigned patients.

Affected employees will be expected to perform all basic job functions but will not be required to perform tasks or procedures specifically applicable to the unit/department for which they are not qualified or oriented to perform. Unit/department managers in consultation with employees regularly assigned to the unit/department will develop specific orientation tools to be used by employees floated to the unit/department.

The Employer will endeavor to rotate floating among all staff in a department/unit, consistent with patient care needs.

Float Nurses. Float nurses as described in Article 4, Section 11 will be hired or transferred into the Float Nurse cost center with an FTE. Float Nurses are required to become and maintain competency in at least two (2) of the following Clinical Groups:

1. Medical/Surgical: Surg/Ortho, Medical, Acute Care Respiratory
2. CCU: Critical Care/IR
3. Emergency Services
4. Surgical Services: Includes OR, Pre-Op/PACU/Phase 2, Day Surgery
5. Maternal/Newborn: Includes Labor & Delivery, Mother Baby, Nursery, and NICU
6. Outpatient Services, Endo

### **Section 6 Evaluations**

All employees will be evaluated in writing prior to completion of the probationary period. Thereafter, written evaluations will occur on an annual basis within sixty (60) days of the employee's anniversary date of hire. The Employer may conduct interim evaluations if it deems such evaluations necessary. Employees shall perform a self-evaluation as part of the evaluation process. The employee will be given a copy of the evaluation, upon request. Employees will be required to sign the evaluation acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

### **Section 7 Communication**

Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of management. Informal discussions with management, however, will not extend the time limits set forth in the grievance procedure contained in Article 17.



## **Section 8 Posting of Vacancies**

VH will determine and post bargaining unit job openings, which may include vacated or newly-created positions, for a period of at least seven (7) calendar days prior to filling the vacant position. Postings may be limited to the unit/department in which the opening exists if the manager knows of qualified and interested staff within the unit/department. This shall not extend the required posting period. Positions may be posted externally at the same time as they are posted hospital- or system-wide. The notice will specify the unit/department, shift, and number of approved hours per pay period for the open position.

VH may consider all qualified applicants, both internal and external, for available job openings. To be considered, an applicant must apply through the Employer's online recruitment system during the applicable posting period. Qualifications to perform the duties of the position and performance history shall be the primary considerations in the selection process. If two or more qualified applicants apply for a vacant position and are considered to be substantially equal in skills, competence and abilities for the open position, in the sole judgment of VH, applicants within the department/unit will be given preference, followed by applicants within Valley Hospital, followed by applicants within other local affiliated medical facilities (e.g., Deaconess Hospital, Rockwood Clinic, etc.) before external applicants. If two or more qualified applicants within the unit/department apply for a vacant position, and are considered substantially equal in skills, competence, and abilities for the open position, within the sole judgment of VH, unit/department seniority shall be the tie-breaker. If two or more qualified applicants within any of the other groupings apply for a vacant position, and are considered substantially equal in skills, competence and abilities for the open position, within the sole judgment of VH, VH seniority shall be the tie-breaker. There shall be no obligation to train an applicant to become qualified. An employee must be in a position for at least six months before they may be considered for a transfer to a different position, unless VH agrees to waive this requirement, in its discretion.

If the Employer is unable to place the selected employee in the vacant position immediately due to departmental or unit considerations, the position may be filled on a temporary basis and the employee will be notified in writing as to when s/he will be placed in the position. Taking into account patient care needs, the Employer will make every effort to place the selected employee into the new position within 30 days.

Department staff will be notified via email of open schedules (including shift start and end times, current days of the week, FTE) and have seven days to express interest in that schedule.

## **Section 9 Trial Period**

There shall be a trial period of ninety (90) calendar days following a transfer to a different position. During that trial period, the employee's performance shall be evaluated. If VH determines that the employee is not performing satisfactorily in the new position, the employee may return to the employee's prior position, if it remains open, or may apply for any available vacant positions. If the employee is not placed into any of these vacant positions, pursuant to Section 8, above, the employee may be laid off and placed on the reinstatement roster. Such an employee will not be eligible for severance benefits, and may not bump another employee. There shall be no automatic right for a transferred employee to return to their prior position unless the position remains open.

### **Section 10 Re-employment**

Employees who are re-hired into the same job classification within twelve (12) months of voluntary termination shall be re-employed at their prior base rate and shall have their prior seniority reinstated, provided, however, that no seniority or other benefits shall accrue during the time the employee was not employed. Prior levels of time accrual rates, but not previous balance unless required by law, shall be reinstated.

### **Section 11 Additional Hours**

Employees desiring to work additional shifts shall notify the Department/Unit Manager or designee, in writing, indicating their availability.

### **Section 12 Reduction/Increase in Hours**

Where an employee holds a position with a particular number of approved hours, the employee may reduce or increase hours only if there is a position available with the desired number of hours, and the employee applies and is selected for the position in accordance with Section 8 of this Article.

### **Section 13 Ongoing Increase in Hours**

If a part-time or supplemental employee is continuously working hours equivalent to a regular FTE for a period of three (3) months or more the Union may request an objective, good faith review to occur within fourteen (14) days of the date the request is received by the Director of Human Resources (or designee) to determine whether an FTE should be posted. This review shall not apply to supplemental employees who are working hours on a temporary basis to cover vacations, sick calls or leaves of absence, to cover a position vacancy or for a special project. If the FTE meets the requirements set out above, the FTE must be posted within 14 days of the determination and the provisions of Article 5.8, Posting of Vacancies, will apply. The Employer retains discretion to post or not to post such hours, based upon its approval process, but will respond to the employee's request within fourteen (14) days of the request.

### **Section 14 Subcontracting**

The Employer reserves the right to determine whether to subcontract any bargaining unit work. The Employer agrees to give at least sixty (60) days' notice to the Union between the decision to subcontract and the effective date of any subcontracting which will result in the elimination of an entire unit, department or facility. Upon request by the Union, the Employer agrees to meet to discuss the implications of the decision and will consider any alternatives to the subcontracting which the Union may suggest and that would satisfy the Employer's business needs and obligations.

In the event the Employer decides to subcontract a service which will result in the elimination of an entire work unit, department or facility, the Employer will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees as an alternative to exercising layoff related rights under this Agreement. Preferential hiring commitments include first consideration over other qualified candidates for positions created as a result of the subcontract and favorable treatment of such employment conditions as credit for seniority, sick leave/PTO accruals.

## **ARTICLE 6—SENIORITY – LAYOFF – LOW CENSUS – WORK ASSIGNMENT**

### **Section 1 Seniority Defined**

Seniority shall be based on the most recent date of hire at Valley Hospital, adjusted based on any re-employment rights as set forth in Article 5, Section 10. Unit based supplemental employees shall accrue seniority in the same manner as regular full-time or regular part-time employees, however seniority of unit based supplemental employees will not apply for purposes of layoff. Unit/department seniority shall be based on the most recent date the employee was assigned continuously to work in a unit/department. Unit/department seniority shall be used only in connection with filling vacancies pursuant to Article 5, Section 8. Employees who transfer back to a department within twelve (12) months shall have their prior unit/department seniority reinstated. This language will apply only to transfers in and out of units occurring on or after July 1, 2017. In any circumstance where hospital or unit / department seniority is identical, an employee's acceptance date shall be the tie breaker followed by an employee's birthdate.

### **Section 2 Loss of Seniority**

Seniority shall be terminated if an employee is absent due to illness or injury for more than twelve (12) consecutive calendar months or for a period equal to the employee's length of service (whichever is less), quits, retires or is discharged. Seniority shall also be terminated if an employee is laid off and not reinstated for more than the time periods specified in Section 11(b) of this Article.

### **Section 3 Promotions or Transfers Out of the Unit**

Seniority will continue to accrue when an employee is promoted to a supervisory or management position or transferred to a position not covered by this Agreement. An employee who returns to the bargaining unit and has had no break in service with VH will have the employee's seniority (including departmental/unit seniority) reinstated. An individual in a non-bargaining unit position may use seniority to bid on a vacant bargaining unit position.

### **Section 4 Low Census Rotation**

When low service volume requires adjustment in staffing, such adjustment may be made by floating employees to available assignments for which they are qualified. If there are no such opportunities available, employees may be low censused under the following guidelines. Low census and on-call will be assigned within a department or job code in the following descending order of priority:

- a. Agency employees.
- b. Employees working overtime hours.
- c. General supplemental employees.
- d. Volunteers who have requested low census under guidelines established by the
- e. Employer.
- f. Unit based supplemental employees and sitters working beyond their required shifts. For the purposes of low census rotation, sitters and PCA/NACs are considered the same job classification.
- g. Employees working above their approved hours.

- h. Unit based supplemental employees and sitters working at or below their required shifts.
- i. Contracted traveling employees.
- j. Regular full-time and regular part-time employees who have floated from another unit.
- k. Regular full-time and regular part-time employees.

Low census shall be rotated in accordance with applicable VH policies and procedures. VH will endeavor to rotate low census equitably among all employees within a department/unit, providing skills, competence, ability and availability are considered substantially equal as determined by VH.

VH may assign low census on a partial or full-shift basis, in its discretion. Employees assigned a partial shift low census after reporting to work shall be entitled to pay for time worked, or two (2) hours of pay at their base rate, whichever is greater.

In administering low census, VH will maintain a skill level mix appropriate to the remaining patient requirements. Employees may elect to use accumulated, unused PTO or paid personal leave to be compensated for hours lost due to the low census assignment.

A regular employee taking voluntary or mandatory low census shall not have their PTO and sick leave accrual rates reduced as a result of being low censused, and shall have the option of using accrued PTO.

An employee who is low-censused and desires additional hours to get up to the employee's approved hours shall notify the employee's Department Manager in writing.

### **Section 5 Nurses in Orientation**

Nurses in orientation will take low census only when deemed appropriate by management, in its discretion.

### **Section 6 Report Pay**

Nurses assigned a mandatory low census shall be notified a minimum of two (2) hours in advance of the employee's scheduled shift. In the event such notice is not given, the affected employee shall receive two (2) hours of inconvenience pay at the employee's base rate of pay. Should VH make a bona fide and documented attempt to notify the employee of a mandatory low census two (2) hours in advance but be unsuccessful in doing so, this pay provision shall not apply. It shall be the employee's responsibility to maintain a current telephone number listed with the employee's department. An employee's failure to do so shall excuse VH from the notification requirement provided herein.

### **Section 7 Low Census On-Call and On-Call Pay**

An employee who is mandatorily low censused may be placed on-call by the Employer, if the employee agrees. In seeking volunteers for low census, the Employer may consider whether the employee is willing to be placed on-call. If the employee is not willing to be placed on-call, and the Employer needs an employee on-call, the Employer may decline to accept the volunteer and may move on in the low census procedure outlined above. An employee placed on low census on-call shall remain on-call, and be paid the applicable on-call rate, for two (2) hours, unless informed at the time they are placed on-call that the on-

call will continue for longer than two (2) hours, in which case the employee shall be paid the applicable on-call rate until removed from on-call, or until the end of the employee's regularly-scheduled shift, whichever occurs first. This Section does not apply to general supplemental employees.

### **Section 8 Low Census Callback Pay**

A nurse who is scheduled to work a shift and is placed on low census on-call, and thereafter is called back in to work, shall be paid at time-and-a-half the employee's base rate for all work performed as part of the callback. If, after being placed on low census on-call, the employee asks to be placed on a list for availability to work in other department(s) and is assigned to work in another department, the employee will not be paid time-and-a-half. Such employees may not be required to work beyond the end of their regular shift. The time-and-a-half rate shall not apply to employees issued a delayed start low census, but not placed on-call. Such employees are covered in Section 9 below. This Section does not apply to general supplemental employees.

### **Section 9 On-Call and Callback (Non Low Census)**

The Employer may require an employee to be on-call in situations not involving low census. In such circumstances, the employee will be paid the on-call rate for all hours the employee is on-call, as defined by the employee's manager, or designee. This Section does not apply to general supplemental employees.

### **Section 10 Limited or Mandatory Low Census**

No regular full-time or regular part-time employee will be assigned more than one hundred thirty two (132) hours of mandatory low census ("mandatory low census" to include "flexing") in a twelve (12) month period. No regular full-time or regular part-time employee will be assigned mandatory low census more than once in any payroll period. Voluntary low census will not count towards the foregoing mandatory low census limits.

### **Section 11 Layoff and Recall**

A layoff is defined as a permanent or prolonged reduction in the number of employees or workweek hours. Layoffs shall be by job classification within a department, or if the department is divided into units, within the unit. VH retains the right to determine when and if layoffs are necessary as well as the number of employees who will be affected.

- a. Order of Layoff. Agency and temporary personnel, travelers and probationary employees within the affected department or work unit will be released prior to laying off regular employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. For regular full-time and regular part-time employees, the employee(s) with the least amount of seniority shall be laid off first, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among regular employees in those job classifications and departments or units affected by the layoff. Unit based supplemental employees on a regular schedule will be removed from the regular schedule prior to laying off regular employees, providing skill, competence and ability are considered

substantially equal in the opinion of the Employer. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff.

- b. Layoff Options. An employee who is subject to layoff has the following options:
  - i. Accept a vacant position in accordance with Article 5, Section 8.
  - ii. If s/he is not the least senior employee, the employee may displace the least senior employee in the classification in the bargaining unit at the Hospital where the employee is primarily assigned, providing skill, competence and ability are considered substantially equal in the opinion of the Employer, with the usual department orientation period. The employee subject to layoff must exercise this option within seven (7) days of notice of layoff.
  - iii. Voluntarily terminate employment and receive severance benefits in accordance with Section 11(k) and Section 11 (m) of this Article.
  - iv. Be placed on the reinstatement roster for six (6) months in accordance with Section 11 (g) of this Article, and receive severance benefits in accordance with Section 11 (k) and Section 11 (m) of this Article.
  - v. Be placed on the reinstatement roster for eighteen (18) months in accordance with Section 11 (g) of this Article. Employees placed on the reinstatement roster for eighteen (18) months shall not be entitled to severance benefits.
- c. Employees Displaced by Bumping. Employees who have been displaced through the bumping procedure will have the same rights as those affected by an initial layoff decision, as described above, except that they will have no right to bump any other employees. They also shall be entitled to only seven (7) days' notice of layoff. Employees who are subject to layoff as a result of displacement will be given at least seven (7) calendar days' notice of layoff.
- d. Notice of Layoff. Employees who are laid off will be given at least twenty-one (21) calendar days' notice of layoff or will receive pay in lieu of notice for all scheduled days in that twenty-one (21) day period except for unforeseeable conditions preventing such 16 notice which are beyond the Employer's control. Upon mutual agreement, the Employer may release employees prior to the end of the twenty-one (21) day period with no obligation to continue to pay them. VH will also provide the Union with at least twentyone (21) calendar days' notice prior to a layoff of bargaining unit employees. At the same time it provides notice of layoff, VH will also provide the Union with a list of bargaining unit employees subject to layoff, a seniority roster and a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and unit, employment status (FTE or budgeted/approved hours), and shift. The Employer will provide the foregoing information to the Union at least two (2) business days prior to beginning to meet with employees to discuss their options under this Article. Upon request, the Employer and the Union will meet as soon as possible after VH provides notice of the layoff(s) for the purpose of reviewing employees subject to the layoff, the seniority roster, vacant bargaining unit positions, and the order of layoff, provided that such meeting shall not delay the layoffs.
- e. Reassignment. In the event that a layoff results in more or fewer employees being assigned to a shift than required, the Employer will seek volunteers to move to a

different shift. If there are no volunteers, the least senior employee on the affected shift(s) will be reassigned, provided that such reassignment does not result in an inappropriate skill mix on any particular shift.

- f. Reinstatement Roster. Employees who elect to be placed on the reinstatement roster in accordance with Section 11(b)(4) or 11(b)(5), above, will remain on the reinstatement roster for the period specified. If the employee's original position in a department or unit is reinstated while the employee is on the reinstatement roster, the displaced employee on the reinstatement roster has first preference in reclaiming the position. Employees on the reinstatement roster may apply for any open position that becomes available. Such employees will have preference over other applicants, but will compete among themselves for open positions based on overall qualifications for the position in accordance with Article 5, Section 8. Notwithstanding the foregoing, transfers within a unit or department will have preference over a recalled employee unless the recalled employee is from the applicable unit and is more senior. If an employee applies for and is offered an open position, s/he must accept it or s/he will be deemed to have resigned. To be considered, application must be made within the applicable posting period in accordance with Article 5, Section 8.
- g. Forfeiture of Reinstatement Rights. An employee shall forfeit further reinstatement rights by failing to respond to a job offer from VH regarding the employee's intent to return to work within seven (7) calendar days after the date recall notice is sent by certified mail to the employee's last address on record with VH.
- h. Supplemental Work. An employee on the reinstatement roster shall be eligible for available unit based supplemental positions. Acceptance of unit based supplemental work while on layoff shall not affect the employee's placement on the reinstatement roster.
- i. Employment Status During Layoff. An employee on the reinstatement roster shall retain employment status and benefits accrued to the date of layoff, but shall not accrue seniority and benefits while on layoff. If reinstated, the employee shall have previously accrued seniority and eligible benefits restored and the employee shall again commence accruing seniority and benefits. If s/he works in a unit based supplemental position while on the reinstatement roster, s/he shall accrue seniority only.
- j. Insurance Benefits. The Employer will pay its share of the insurance premiums for a laid-off employee for the remainder of the premium period (which is currently the calendar month) in which the layoff occurred. Laid-off employees may continue the Employer's insurance under applicable Employer COBRA continuation policies while on layoff.
- k. Severance Benefits.

To be eligible for severance benefits, an employee must be a regular employee and must meet the following conditions:

- i. Have worked a minimum of 416 hours for the immediately preceding twelve (12) months;

- ii. Have voluntarily terminated employment under the provisions of Section 11(b)(4) of this Article, or volunteered for layoff; and
- iii. Have not been offered a comparable job. A comparable job is defined as a regular position within the same job classification in the bargaining unit with less than a ten (10%) difference (plus or minus) in wages and budgeted/approved hours.

An employee who satisfies the foregoing conditions shall receive the severance benefits specified below.

Lump Sum Payment: A one-time payment of severance and benefits consideration will be made to eligible employees. This payment does not include “in lieu of notice” pay and is in addition to cash payments for unused, accumulated PTO, or regular wages earned due at the time of termination.

**Lump Sum Payment and Benefit Schedule**

Years of Service	Weeks of Pay	Months of Benefits Consideration
0 – 2	2	2
3	3	2
4	4	2
5	5	2
6	6	2
7	7	2
8	8	2
9	9	2
10	10	3
11- 15	12	3
16 – 20	13	3
21+	14	4

The severance benefit for eligible regular full-time and regular part-time employees shall be prorated based on their budgeted/approved hours.

Benefits consideration will be based on benefit premiums by the Employer for the employee and dependents (if covered at the time of layoff) and will include medical, dental and vision. No benefit accruals or retirement credits are incurred during the period. Payments are based upon an employee’s base rate.

**Section 12 Department/Unit Restructure**

Unit merger and/or restructure shall be defined as the combining or division of separate units or departments, a change in a department that affects FTE, pay, shift or schedule change of more than two hours and/or impacting more than two people. The Employer will notify the Union of proposals to merge or restructure units prior to making a final decision, and shall,



upon request of the Union, meet to address concerns and consider any alternatives proposed by the Union. The Employer will provide the Union with at least fourteen (14) days advance notice prior to a unit merger or significant restructure. During this fourteen (14) day period, the Employer and the Union will meet to discuss the changes. Employees within a classification may bid for the same shifts/same hours they had prior to the restructuring, based on seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If through this bid process an employee is unable to retain the same shift/same hours they had prior to the restructuring, they may bump to other shifts within the employee's classification based on seniority, providing skill, competence and ability are considered substantially equal in the opinion or the Employer. If an employee is not assigned a position on the new or restructured department or unit, the employee shall be considered to be laid off and shall have the options identified in Section 11 (b) of this Article.

Prior to any bid, the Employer shall provide the Union and affected employees with at least two (2) weeks advance notice in writing. In addition, the Employer shall, at least one (1) week prior to the bid, make available to the Union and affected employees a written description of the positions which will be available for bid. Such description shall include the positions' FTE, shift, work schedule, and primary assigned work area (applies to housekeeping only).

For the first three (3) months after a restructure, if the employer needs to alter the schedule in a way that affects less than two hours and/or impacts less than two people, the employer will notify the union prior to making a final decision and shall, upon request of the union, meet to address concerns and consider any alternatives proposed by the union.

### **Section 13 Hours Reduction**

If a reduction in assigned hours of work is determined by the Employer to be necessary, the Employer will first ask for volunteers from the department or unit and shift where changes are needed. When involuntary reductions are needed, the Employer will reduce the hours of the least senior person in the department or unit and shift, subject to patient care needs, staffing considerations and hours of operation.

An employee who is assigned to a .50 or more FTE status whose hours are involuntarily reduced more than .25 FTE shall have the following options:

- a. The employee shall, by seniority, be offered any vacant positions for which they are qualified prior to the vacant positions being offered to employees not subject to an hours reduction.
- b. Accept the reduced hours. An employee choosing this option may elect to be placed on the reinstatement roster in accordance with Section 11 (f) above.
- c. If the employee is not the least senior employee, the employee may displace the least senior employee in the classification in the bargaining unit. In the event that additional regular hours in a classification become available on a continuing basis in the department or unit, the Employer will offer the hours of the regular continuing schedule to the most senior employee in the classification who has had an FTE reduction under this Section within the preceding twelve (12) months.

### **Section 14 Filling Vacancies Temporarily**

There shall be no obligation to post temporary vacancies (e.g. vacancies of one (1) year or less. Temporary vacancies may be filled in the sole judgment of VH without regard to application for transfer or seniority.

### **Section 15 VH Assignment of Employees/Shift Change**

While VH will attempt to schedule employees consistent with preferences they have expressed, VH retains the right to assign and reassign employees where necessary in the judgment of VH to balance experience or training on a particular shift or where VH determines such action to be necessary to the maintenance of a proper level of patient care. All employees must be prepared to accept change to alternate shift(s) should the Employer, in its discretion, deem such change necessary. Prior to mandating temporary (that is, no longer than six (6) months) or permanent shift change, the Employer will seek volunteers. If a mandatory shift change is necessary, the Employer will move the least senior employee on the shift in the department/unit, provided that such reassignment does not result in an inappropriate skill mix on any particular shift.

### **Section 16 General Principles**

- a. Efficiency. The parties confirm that nothing in this Agreement requires VH to work an employee at overtime or premium rates when another qualified employee is available to perform the work at straight-time or non-premium rates.
- b. Assignments. VH will attempt to distribute equitably training, work and overtime assignments; provided, however, that employees who have missed a training, work or overtime opportunity through some misapplication of the contract will have as their remedy priority to the next training, work or overtime opportunity. In no case will the Employer be required to pay an employee for a missed training, work or overtime opportunity.

## **ARTICLE 7—HOURS OF WORK, OVERTIME AND PAY PRACTICES**

### **Section 1 Workweek**

The basic workweek will consist of seven (7) consecutive days designated by VH.

### **Section 2 Pay Practices and Pay Period**

The standard pay period is fourteen (14) calendar days. Nurses will be paid according to applicable VH pay policies and practices.

### **Section 3 Workday**

The standard workday is eight (8) hours of work within an eight-and-one-half (8 ½) hour period. VH may, in its discretion, establish different work schedules in accordance with its internal procedures and different work shifts, subject to the Appendices to this Agreement relating to ten (10) and twelve (12) hour shifts.

### **Section 4 Base Rate**

An employee's base rate without differentials or other premium pay. The base rate of regular part-time employees who receive the per diem premium does not include the per diem premium.

### **Section 5 Double Time**

Double time hours are calculated at the base rate plus one hundred percent (100%) of the base rate. If an employee scheduled to work 8 hour shifts works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work ten (10) hour shifts works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work twelve (12) hour shifts works more than fourteen (14) consecutive hours within a twenty-four (24) hour period, all work performed in excess of fourteen (14) consecutive hours shall be paid at the double time (2x) rate. If an employee is assigned a 40-hour variable shift, overtime and double time will apply as described above based on the shift length assigned for that particular shift and 24 hour period.

### **Section 6 Overtime**

Unless otherwise specified in this section, overtime compensation will be paid at one and one-half (1 ½) times the employee's regular straight-time rate of pay for all hours worked in excess of eight (8) hours in each day as defined in this section or forty (40) hours in each workweek.

If the employee works a scheduled shift other than a basic workday, then overtime compensation shall be paid as follows:

1. When such scheduled shift is a ten-hour schedule under the attached Ten-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of ten (10) hours in each day as defined in this section or forty (40) hours in each workweek.
2. When such scheduled shift is a twelve-hour schedule under the attached Twelve-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of twelve (12) hours in each day as defined in this section or forty (40) hours in each workweek.

3. For employees working an 8/40 or 8/80 schedule, overtime compensation will be paid at one and one half (1 ½) times the employee's regular straight time rate of pay for all hours worked in excess of eight (8) hours in each day. Weekly or bi-weekly overtime will follow the applicable pay rule and applicable law.

If an employee is assigned a 40-hour variable shift, overtime and double time will apply as described above based on the shift length assigned for that particular shift and 24-hour period. If an employee assigned a 40-hour variable shift scheduled to work twelve (12) hour shifts works more than twelve consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate.

RNs may not be required to work overtime unless the circumstances are consistent with applicable state law.

Employees who work past the end of their scheduled shift and who are on prescheduled standby shall be paid solely in accordance with Article 7, Section 14, even if the employee works in excess of twelve (12) consecutive hours. In this circumstance the employee will not be paid double time for hours worked in excess of twelve (12) consecutive hours, but will earn a minimum of three (3) hours of callback at time and a half (1.5x).

### **Section 7 No Pyramiding**

Hours paid at an overtime, differential, or premium rate shall not be duplicated or pyramided; i.e., the overtime, differential, or premium rate shall only be paid once for the same hours. Therefore, for example, overtime hours worked on a holiday are paid only once at time and one-half. Charge pay and Preceptor pay shall not be paid for the same hours worked.

### **Section 8 Rest and Meal Periods**

The Employer will provide paid rest breaks and unpaid meal periods consistent with applicable state law. Employees will be provided an uninterrupted rest period of fifteen (15) minutes with pay as part of scheduled work hours for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the four (4) hour work period. Any interruptions to a rest period must be consistent with limitations and penalties under applicable state law.

An unpaid meal period of at least thirty (30) minutes shall be scheduled no sooner than two hours and no later than five (5) hours after the work shift begins; provided, however, at an employee's option, an employee may agree to have their thirty (30) minute meal period scheduled outside of these time parameters, in which case the employee shall be entitled to the meal period, but it may be scheduled outside of the specific time parameters identified above. Nurses working less than five (5) hours are not entitled to a meal break.

It is understood that the meal period is to be uninterrupted, absent a patient care issue that requires otherwise. Nurses normally will not be required to remain on the unit during the meal period. If the nurse performs any tasks related to patient care as directed by a manager during the meal period, it is considered interrupted and the nurse will be paid for the meal period. If the meal period is interrupted, the nurse will still be provided thirty (30) minutes

of meal time. As workloads allow, other shift nurses and management will assist nurses in arranging appropriate coverage in order to receive a meal period. An employee who is required by the Employer to remain on duty, carry a pager or phone or remain in the Hospital during the meal period shall be compensated for such time at the rate of pay applicable to the time worked.

A nurse who believes they are entitled to pay for an interrupted meal period must report the incident to their Manager, or designee, and record the incident on their time card by the end of the shift. Meal and break periods are not to be combined or used to leave early, unless specifically approved by the Department Manager, in their discretion. Managers, or designees, may establish time parameters and schedule meal and break periods for employees. Nurses may not work through or during a meal period without Management approval.

### **Section 9 Rest Between Shifts**

In scheduling work assignments, the Employer will provide each employee with at least eleven (11) hours off duty between eight (8) hour shifts, unless otherwise requested by the employee, or pay the employee one and one-half (1 ½) times the employee's regular rate for all time worked during that second shift. This provision shall not apply to education, committee meetings, staff meetings (unless mandatory) or to standby assignments, including low census standby. This section shall not apply to on call pursuant to Article 7.14 unless employees are actually called in to work, in which event this section shall apply. This section applies to both scheduled and unscheduled call back. Employees may be required to change schedules on the following shift to ensure patient safety. The terms of this Article apply in its entirety to employees working ten (10) or twelve (12) hour work shift schedules except for the Employer provide each employee with at least ten (10) hours off duty between shifts.

### **Section 10 Work Schedules**

- a. The Employer retains the right to determine the number of employees it employs and their scheduling, and to adjust work schedules to maintain safe, efficient and orderly operations and to otherwise satisfy patient care, business, or operational needs. Scheduling conflicts shall in the first instance be resolved based on the Employer's assessment of the knowledge, performance, and ability of the affected nurses. Where the knowledge, performance, and ability of the affected nurses are substantially equal, seniority (as defined in Article 6, Section 1) shall govern.
- b. Routine shift rotation is not endorsed by the Employer, and the Employer will strive to minimize same. When shift rotation is necessary, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse order of seniority basis.
- c. The Employer shall post work schedules at least two (2) weeks prior to the beginning of the scheduled work period.
- d. Except in the case of unforeseen, immediate circumstances or low census, after the schedule is finalized and posted, an individual employee's finalized schedule may be

changed only by mutual agreement between management or management's designee and the impacted employee.

- e. The Employer will endeavor to create repeating two (2) week schedules.

### **Section 11 Variable Shift Length Work Schedule**

For those employees not hired with the expectation of a variable shift length work schedule, involuntary assignment of a variable shift length schedule will follow Article 6, Section 15 Assignment of Employees/Shift Change. If more than two employees are involuntarily assigned a variable shift for a period greater than six (six months), the Employer will notify the Union prior to making a final decision, and shall, upon request of the Union, meet to address concerns and consider any alternatives proposed by the Union.

### **Section 12 Extra Shifts**

An employee who works a shift in addition to the employee's budgeted/approved hours or who is called into work a shift which is in addition to the employee's regularly scheduled shifts shall be paid a minimum of four (4) hours pay at the employee's base rate, unless the employee leaves work early due to illness or personal choice. If the employee does not actually work four (4) hours, only those hours actually worked will be used to compute overtime pursuant to Section 6 of this Article.

### **Section 13 On-Call Pay**

Employees may be required to keep themselves available and on-call for work in accordance with applicable VH policies and procedures. For such on-call time, employees shall be paid four dollars (\$4.00) per hour for each hour the employee is on-call and five dollars (\$5.00) per hour for each hour the employee is on call on a holiday. Only hours actually worked will be used to compute overtime. This Section does not apply to general supplemental employees.

### **Section 14 Call Back Pay**

- a. If a full-time or part-time employee is called back or called in to work while on standby status, the employee shall be paid for all hours worked at one and one-half (1 1/2) times the regular rate of pay with a minimum guarantee of three (3) hours.
- b. Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests a day off or a change in the employee's start time the following day where the employee has been called back after 11:00 p.m. the previous night. To be considered, the employee must notify the Employer not later than two (2) hours in advance of the employee's scheduled shift if making such a request. Upon written request by the Union, the Employer will describe what good faith effort was made at the next Labor Management Committee. An employee who exercises this right shall not receive an occurrence under the Hospital's attendance/tardy policy. The employee may choose to use PTO or sick time to cover the absence or take the time as unpaid.

### **Section 15 Charge Pay**

Eligible employees assigned by VH in its discretion to serve in a charge function shall be paid, an additional four dollars (\$4.00) per hour for time spent performing the charge function. Employees holding positions in the job classifications listed in Appendix C are eligible to receive charge pay. This section does not apply to general supplemental employees. Charge pay and preceptor pay shall not be paid for the same worked hours.

### **Section 16 Preceptor Pay**

Eligible regular full time and regular part-time employees assigned by VH in its discretion to serve in a preceptor function shall be paid, an additional two dollars (\$2.00) per hour for time spent serving as preceptor, in accordance with applicable VH policies and procedures. Employees are eligible to receive preceptor pay, provided that they have satisfactorily completed VH's current and ongoing preceptor training. Charge pay and preceptor pay shall not be paid for the same worked hours.

### **Section 17 Certification Pay**

In accordance with applicable VH policies and procedures pertaining to certification pay, eligible employees shall be paid an additional one dollar and twenty five cents (\$1.25) per hour for hours worked provided that the employee presents the Human Resources Office with an original, valid certification that is issued by a Board or Certifying Agency that is on the VH established list (which is subject to review and change with fourteen (14) days' notice to the Union) and a completed and signed Certification Documentation Form. VH shall pay certification pay only as long as the certification is valid and the employee is assigned to a position to which the certification is applicable. It is the employee's responsibility to present the Human Resources Office with an original, valid certificate at least two (2) weeks prior to the lapse date of a previously submitted certificate. To be eligible for certification pay, the certification must be in addition to any certification that is required for the position held by the employee.

### **Section 18 Advanced Skills Pay**

- a. An OR nurse who was classified as an Advanced Skills or Advanced Skills II nurse as of February 22, 2007 and who meets the applicable requirement established by VH for receiving Advanced Skills pay shall have their base rate of pay increased by three percent (3%) for nurses classified as Advanced Skills and six percent (6%) for nurses classified as Advanced Skills II. Additional Advanced Skills and Advanced Skills II OR RNs may be hired and changes to the requirement for receiving Advanced Skills pay may be made as deemed necessary by VH.
- b. A working group comprised of up to three (3) representatives of VH and three (3) representatives of the Union will be formed and will present any recommendations for any other nurses to receive Advanced Skills pay and the requirements for the receipt of any Advanced Skills pay for other nurses.

## **Section 19 Shift Differential**

- a. Shift 2 (Evening) Differential. A Shift 2 differential three dollars (\$3.00) per hour shall be paid to an employee for all hours worked during the employee's entire scheduled shift if the majority of the employee's work hours occur during the 3:00 p.m. to 11:00 p.m. evening shift period.
- b. Example: Employee is scheduled to work from 1:00 p.m. to 9:30 p.m. (with a .50 unpaid meal break). All eight (8) hours are paid at the Shift 2 differential rate because six (6) of the eight (8) hours (the majority of the time) falls during the 3:00 p.m. to 11:00 p.m. evening shift period.
- c. Shift 3 (Night) Differential. A Shift 3 differential of four dollars and seventy-five cents (\$4.75) per hour shall be paid to an employee for all hours worked during the employee's entire scheduled shift if the majority of the employee's work hours occur during the 11:00 p.m. to 7:00 a.m. night shift period.
- d. Example: Employee is scheduled to work from 7:00 p.m. to 7:30 a.m. (with a .50 unpaid meal break). All twelve (12) hours are paid at the Shift 3 differential rate because eight (8) of the twelve (12) hours (the majority of the time) falls during the 11:00 p.m. to 7:00 a.m. night shift period.
- e. An employee whose regularly scheduled shift is shortened due to low census, illness, or injury on the job, will be paid shift differential for the hours worked as long as the scheduled shift would have qualified for shift differential.
- f. An employee may be entitled to receive shift differential for attendance at staff meetings and classes that are required for the job and are sponsored by VH (e.g., ACLS, PALS, Skills Review) if the hours in attendance would qualify for shift differential if the employee worked those hours.
- g. General supplemental employees are not eligible for the payments specified in this Section.

## **Section 20 Weekend Differential**

- a. The weekend premium shall be three dollars (\$3.00) per hour. Weekend premium will not be considered a part of the regular rate of pay for premium pay calculations, except for overtime pay calculations when required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. This section shall not apply to employees who voluntarily agree to more frequent weekend duty.
- b. An employee whose regularly scheduled shift is shortened due to low census, illness, or injury on the job, will be paid weekend differential for the hours worked as long as the scheduled shift would have qualified for weekend differential.



### **Section 21 Open Heart Scrub**

Employees who meet the applicable requirement established by VH for performing open heart scrub duties and who perform open heart scrub duties will receive a three dollar (\$3.00) per hour premium for all hours performing open heart scrub duties. Changes to the requirements for receiving open heart scrub pay may be made as deemed necessary by VH.

### **Section 22 Promotions**

When an employee is promoted to a higher level position with an increase in duties and responsibilities, the employee will receive an increase of at least three percent (3%) to the employee's base rate.

### **Section 23 Temporary Assignment**

If an employee is temporarily assigned to a different job classification that is paid at a base rate higher than the base rate of the employee's regular job classification, the employee shall be compensated at the higher base rate for all hours assigned and worked in the higher job classification.

### **Section 24 Float Pay**

Nurses assigned to the Float Pool will be paid a premium of two dollars and twenty-five cents (\$2.25) per hour for all hours. Other nurses not assigned to the Float Pool Cost Center shall be eligible to receive a two dollar and twenty-five cents (\$2.25) per hour premium on occasions when they float outside their assigned clinical group to a clinical group (whether inpatient or outpatient) in which they are deemed competent to work. If the nurse has appropriate competencies (as defined and verified by the Employer), the nurse may be floated to the unit for which they are competent, even if it is outside their "home" clinical grouping. Supplemental float nurses are paid a flat rate in accordance with the Agreement and are not eligible for the float premium.

### **Section 25 Advanced Nursing Degree Differential**

Nurses who provide satisfactory proof of completion of a Bachelors of Nursing (BSN), Masters of Nursing (MN), Masters of Science in Nursing (MSN) or PhD in Nursing shall receive a differential of \$ 1.00/hr. effective the first full pay period following receipt of the degree completion in the Employee Resource Center.

**Missed Deadlines and Future Submissions.** If the deadline to submit documentation is missed, or the employee fails to provide documentation upon completion of their degree to the Employee Resource Center, the employee shall be eligible to receive pay on a going forward basis in accordance with the language above. There shall be no retro payment of BSN differential pay.

## **Article 8- Wages**

### **Section 1 Wage Increases**

a. Section 1 Wage Increases a. Wage Increase in Contract Year One. Effective upon ratification, each regular employee and each general supplemental employee will receive a five percent (5%) increase in the employee's base rate of pay. This across the board increase will be applied to all wage steps on the wage scale that went into effect on April 23<sup>rd</sup>, 2023 and will be reflected in the wage tables in Appendix A.

c. Wage Increase in Contract Year Two. Effective with the first full payroll period beginning on or after December 1<sup>st</sup>, 2024, each regular employee and each general supplemental employee will receive a four percent (4%)\_increase in the employee's base rate of pay. This across the board increase applies to all wage steps and will be reflected in the wage tables in Appendix A

d. Wage Increase in Contract Year Three. Effective with the first full payroll period beginning on or after December 1st, 2025, each regular employee and each general supplemental employee will receive a four percent (4%) ~~two and one half percent (2.50%)~~ increase in the employee's base rate of pay. This across the board increase applies to all wage steps and will be reflected in the wage tables in Appendix A.

d. Upon ratification, each employee will receive an eight hundred dollar (\$800) ratification bonus prorated by FTE. General supplemental and unit based supplemental employees will receive \$200 upon ratification

### **Section 2 Longevity Step Advancement**

Each employee will advance to the next longevity step at the beginning of the payroll period after the completion of one (1) year of service and annually thereafter at the beginning of the pay period following their anniversary date of hire. For purposes of this section, "anniversary date of hire" means the anniversary of the most recent date the employee was hired by the Employer.

### **Section 3 Hire-In Wage Rates**

New employees shall be credited with years of experience in applicable classifications for placement on the wage scales.

## **ARTICLE 9—HEALTH & WELFARE AND RETIREMENT BENEFITS**

### **Section 1 Provision of Benefits**

VH will offer and maintain the same health and welfare benefits (that is, health, vision, dental, life insurance, short-term disability, long-term disability, accident travel insurance, and adoption reimbursement insurance) and retirement benefits for eligible bargaining unit employees as are offered and maintained for other hourly employees of VH, on the terms and conditions on which they are offered to other hourly employees. Such benefits offered to eligible bargaining unit members may be changed as they are changed for other hourly employees of VH.

After October 1, 2008, newly hired Employees shall be entitled to benefits for which they are eligible upon completion of a waiting period of thirty (30) consecutive calendar days of employment such that the Employee will be covered as of the first day of the calendar month immediately following the calendar month in which the Employee celebrates thirty (30) consecutive calendar days of employment.

### **Section 2 Hometown Discount**

The Hospital will continue to include the 20% hometown discount as part of the healthcare plan for 2024, 2025, and 2026 calendar years.

### **Section 3 Increases to Health Insurance**

Any increases during the term of this Agreement to the monthly health insurance premiums will be shared equally by the employee and Employer.

### **Section 4 Labor/Management Benefit Committee**

VH and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Employer and the Union share a mutual interest in researching best practices in cost containment features and the benefits that ensure quality but also address increasing costs. To address these issues, the parties will establish a Labor/Management Benefits Committee with representatives from the bargaining units represented by the Union. The Union will appoint up to a total of five (5) representatives from the bargaining units it represents at VH to include one (1) organizer to the committee. The Employer will appoint up to five (5) management representatives. The committee shall be advisory and shall meet at least quarterly and more often as mutually agreed. In guiding the committee's work, utilization data and cost information, among other data, shall be reviewed. If the committee produces mutually agreed upon recommendations for any changes, the Union and management shall convene a meeting to review the recommendations. In conducting its work, this committee will concentrate its efforts on:

1. Maximizing wellness programs
2. Health status improvements including incentives
3. Consumer education and prudent health care purchasing
4. Prevention Strategies
5. Disease management programs
6. Maximizing pharmacy education to avoid adverse drug interactions.

## ARTICLE 10—HOLIDAY

### **Section 1 Recognized Holidays**

The following holidays are recognized by VH:

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

### **Section 2 Holiday Work**

Any hourly employee who works on a designated Holiday will be paid time and one-half(1-1/2) for all hours worked on that day. If an employee scheduled to work 8 hour shifts works more than twelve (12) consecutive hours on a Holiday, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. If an employee scheduled to work ten (10) hour shift works more than twelve (12) consecutive hours on a Holiday, all work performed in excess of twelve (12) hours will be paid at the double time (2x) rate. If an employee scheduled to work a twelve (12) hour shifts on a Holiday works more than fourteen (14) consecutive hours on a Holiday, all work performed in excess of fourteen (14) consecutive hours shall be paid at the double time (2x) rate. If an employee is assigned a 40-hour variable shift, overtime and double time on a Holiday will apply as described above based on the shift length assigned for that particular shift and 24-hour period.

### **Section 3 Absence on a Holiday**

- a. An employee who is scheduled to work on a holiday but who is absent on the holiday without approval shall not receive PTO and is subject to disciplinary action.
- b. An employee whose department is closed on a holiday, is able to schedule a day off or is on a scheduled vacation on the holiday may elect to use PTO in order to receive pay in an amount equal to payment for the employee's regularly scheduled shift.
- c. If an employee is absent for a sick leave qualifying reason on a holiday, the employeeshall use sick leave for the time missed on the holiday if another day has been prescheduled during the cycle as the employee's holiday off. A regular part-timeemployee may use holiday and sick hours to make up a full shift.
- d. If a holiday falls during an unpaid leave of absence or any other period in which the employee is not receiving any pay for hours worked, the employee shall not be entitled to PTO.

## **ARTICLE 11—PAID TIME OFF**

### **Section 1 Eligibility**

Regular full-time employees and regular part-time employees who have budgeted/approved hours of at least eight (8) per pay period and do not receive the per diem premium shall be entitled to paid PTO to the extent the employee has accrued and not used such leave.

### **Section 2 PTO Pay**

PTO pay shall be paid at the employee's base rate plus shift differential when the employee is regularly scheduled to work an evening or night shift in an amount not to exceed the employee's approved hours.

### **Section 3 PTO Accumulation**

Full and regular part-time benefited employees shall receive Paid Time Off based upon hours paid regardless of shift or FTE (up to 2080 per payroll year maximum) in accordance with the following schedule:

<b>Years of Service</b>	<b>Accrual/Hour Paid</b>	<b>Max Accrual</b>
0-3	0.0731	232
4-8	0.0924	312
9-19	0.1116	392
20+	0.1231	408

### **Section 4 Use of PTO**

PTO must be scheduled and used in accordance with applicable VH policies and procedures.

### **Section 5 Payment of Accumulated PTO Upon Termination**

- a. Employees who resign in good standing consistent with Article 5, Section 2, or are laid off will be paid accumulated, unused PTO.
  
- b. An employee who is terminated by VH shall not be entitled to payment for accumulated, unused PTO.

### **Section 6 PTO Donation**

Employees will be eligible to donate accumulated unused PTO to other VH employees in accordance with applicable VH policy.

## ARTICLE 12—SICK LEAVE

### **Section 1 Eligibility**

Regular full-time employees and regular part-time employees who have budgeted/approved hours of at least eight (8) hours per pay period and do not receive the per diem premium shall be entitled to paid sick leave to the extent the employee has accrued and unused such leave.

### **Section 2 Paid Sick Leave**

Sick leave shall be paid at the employee's base rate plus shift differential when the employee is regularly scheduled to work an evening or night shift in an amount not to exceed the employee's approved hours.

### **Section 3 Sick Leave Accumulation**

Full and regular part-time benefited (who do not receive the per diem premium) employees shall receive sick leave based upon hours paid (up to 2080 hours per year) at the rate of 0.0212 per paid hour. Sick leave shall be accumulated on a pay period by pay period basis and shall be credited to the employee's sick leave balance subsequent to the last day of each pay period. Sick leave may be accumulated up to a maximum of 524 hours. Sick leave may be carried over from year-to-year up to the maximum accumulation.

#### **Section 3.1 Washington State Sick Leave Accumulation**

Eligible employees shall receive Washington State sick leave based upon hours paid at the rate of 0.0250 per paid hour. Sick-ws accruals are job-protected time off accruals granted to provide employees with paid sick time off in accordance with Washington State Paid Sick Leave law. Sick-ws will accrue without limit during the calendar year. Sick-ws will roll over from calendar year to calendar year. For non-benefitted employees Sick-ws & Sick-wa the maximum accrual per year is forty (40) hours.

### **Section 4 Use of Sick Leave**

Sick leave must be scheduled and used, and will be paid, in accordance with applicable VH policies and procedures. In accordance with state law, sick leave may be also used to take time off to treat or supervise children (under 18 years of age, or over 18 and disabled, including foster children, step children, and those for whom the employee stands in loco parentis) with a health condition that requires treatment or supervision. In addition, sick leave may be used to take time off to care for spouse, parents, parent-in-law or grandparents with a serious health condition or an emergency condition, as defined and allowed by state law. Sick leave cannot be donated to other employees.

### **Section 5 Payment of Accumulated Sick Leave Upon Termination**

Employees shall not be entitled to payment for unused, accumulated sick leave upon termination of employment, including retirement.

## **Section 6 Sick Leave Reinstatement**

The Employer agrees to reinstate the Sick Leave Policy in effect prior to September 3, 2012, effective the first full payroll period following the date of ratification of the successor agreements.

## **ARTICLE 13—LEAVES OF ABSENCE**

### **Section 1 Family and Medical Leave**

- a. VH recognizes there may be occasions when employees have the need to take intermittent or extended time off from work for reasons covered by the Family and Medical Leave Act (“FMLA”). Eligibility for FMLA leave, the terms and conditions upon which FMLA leave will be granted, and reemployment following FMLA leave will be governed by applicable law and applicable VH policies and procedures.
- b. Eligibility. The employee must have been employed for at least twelve (12) months of continuous service and have worked at least 1,250 hours during the preceding twelve months to be eligible for FMLA leave.
- c. Notice Required. FMLA leave should be requested thirty (30) calendar days in advance where the need for leave is foreseeable, or as soon as possible if not foreseeable.
- d. Length of FMLA Leave. Eligible employees may take up to twelve (12) workweeks of unpaid leave within a twelve (12) month period beginning with the employee’s first use of FMLA and measured on a rolling twelve (12) month period. FMLA leave shall be granted (1) to care for the employee’s child after birth or placement for adoption or fostercare; (2) to care for the employee’s family member who has a serious health condition (as defined by applicable law); or (3) due to the employee’s serious health condition (as defined by applicable law) which renders the employee unable to perform the employee’s job. If the employee and spouse are both employed by VH, the combined leave for both employees is twelve (12) workweeks of leave during any twelve (12) month period for care of a parent or child.
- e. Use of Paid/Unpaid Leave. The employee will be required to exhaust all available paid leave, including PTO, sick and personal leave for which they would be eligible, as part of their FMLA leave. This time must be exhausted before unpaid leave time begins, and runs concurrently with the start of the FMLA leave. All time off taken for an FMLA- covered reason will count against an employee’s FMLA entitlement, even when the employee was also on paid leave, or on other unpaid leave.
- f. Reemployment Following FMLA Leave. Reemployment following FMLA leave will be governed by applicable law and VH policies and procedures, including policies and procedures governing the presentation of medical certification where applicable.
- g. Benefit Continuation During FMLA Leave. During FMLA leave, the employee will be entitled to VH-sponsored health and welfare benefits on the same basis as if in an active work status. If the employee is taking unpaid leave, the employee must pay the same level of benefit contribution as if in active status.
- h. Family Care Act of Washington (“FCA”). Employees will receive leave in accordance with the FCA.

## **Section 2 Non-FMLA Medical Leave**

- a. General. VH recognizes there may be occasions when employees have the need to take extended time off from work for medical reasons when the employee is not eligible for FMLA leave. The Non-FMLA Medical Leave may be granted, in VH's sole discretion, if the employee meets eligibility requirements.
- b. Eligibility. Regular full-time and regular part-time employees who have completed at least three (3) months of continuous service, and who are not eligible for FMLA leave, either because they do not meet the FMLA eligibility requirements, or because they have exhausted FMLA leave, may be considered for Non-FMLA Medical Leave.
- c. Notice Required. The employee must request a non-FMLA medical leave in accordance with the Employer's policy and processes for approval thirty (30) calendar days in advance, or as soon as possible. Instructions for applying for the leave are found on the Employer's internal website.
- d. Length of Non-FMLA Medical Leave. VH may grant Non-FMLA Medical Leave for the length of time an employee is unable to work due to a serious health condition, not to exceed forty-five (45) days.
- e. Use of Paid/Unpaid Leave. The employee will be required to use all available sick and PTO. This time must be exhausted before unpaid time begins.
- f. Reemployment Following Non-FMLA Medical Leave. VH will attempt to place the employee in the same or a comparable position when they return from a Non-FMLA Medical Leave of absence; however, VH cannot guarantee the same position vacated or hold a position for the employee while they are on a Non-FMLA Medical Leave. Termination may result if a position is not available within (2) two weeks of return from Non-FMLA Medical Leave.
- g. Benefit Continuation During Non-FMLA Medical Leave. During paid leave the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as while on active work status. If the employee is taking unpaid leave, they may purchase health benefits under COBRA, if eligible.

## **Section 3 Adoption Leave**

- a. General. VH may grant adoption leave to eligible employees who are adopting a child who is not the natural child of either the employee or their spouse. Eligibility for adoption leave, the terms and conditions upon which adoption leave will be granted, and reemployment following adoption leave will be governed by applicable VH policies and procedures. Where applicable, adoption leave will run concurrently with FMLA leave.
- b. Eligibility and Length of Adoption Leave. Regular full-time and regular part-time employees who have not elected the per diem premium and have been employed for a minimum of twelve (12) months of continuous service may be eligible for up to twenty (20) days of paid adoption leave in accordance with applicable VH policies and procedures.

## **Section 4 Personal Leave**

- a. General. VH recognizes there may be occasions when employees have the need to take extended time off from work. Employees may request a leave of absence (LOA) for reasons that do not qualify for any other type of leave available. The LOA may be granted, in VH's sole discretion, if the employee meets eligibility and other requirements.



- b. Eligibility. Regular full-time and regular part-time employees who have completed at least one year of continuous service and have budgeted/approved hours of at least forty (40) per pay period may be considered for Personal Leave.
- c. Notice Required. The employee must complete a "Leave of Absence Request Form." Written notice to request a personal leave must be given to Human Resources for approval thirty (30) calendar days in advance, or as soon as possible.
- d. Length of Personal Leave. A Personal Leave of absence may be granted to cover an absence of more than five (5) days and may extend to a maximum of twelve (12) weeks every three (3) years of employment (considered on a rolling calendar year).
- e. Use of Paid/Unpaid Leave. The employee will be required to use all available PTO and personal leave. This time must be exhausted before unpaid time begins.
- f. Reemployment Following Personal Leave. VH will attempt to place the employee in the same or a comparable position when they return from a Personal Leave of absence; however, VH cannot guarantee the same position vacated or hold a position for the employee while they are on a Personal Leave. Termination may result if a position is not available within two (2) weeks of return from Personal Leave.
- g. Benefit Continuation During Personal Leave. During paid leave the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as while on active work status. If the employee is taking unpaid leave, they may purchase health benefits under COBRA, if eligible.

### **Section 5 Unpaid Educational Leave**

- a. General. VH recognizes there may be occasions when employees have the need to take extended time off from work for educational purposes. It is the policy of VH that employees may request an educational leave of absence (LOA). The LOA may be granted, in VH's sole discretion, if the employee meets eligibility requirements.
- b. Eligibility. Regular full-time and regular part-time employees who have completed at least one year of continuous service and have budgeted/approved hours of at least forty (40) per pay period may be considered for Unpaid Educational Leave. This leave may be applied when an employee wishes to further their education and VH determines it to be of value to both the employee and the Employer.
- c. Notice Required. Written notice to request an educational leave must be given to Human Resources for approval thirty (30) calendar days in advance. Documentation from an accredited institution verifying the employee's attendance may be required.
- d. Length of Educational Leave. There is a maximum of eighteen (18) months Educational Leave during an employee's employment with VH.
- e. Use of Paid/Unpaid Leave. The employee will be required to exhaust all available PTO and personal leave. This time must be exhausted before unpaid time begins.
- f. Reemployment Following Educational Leave. VH will attempt to place the employee in the same or a comparable position when they return from an Educational Leave of absence; however, VH cannot guarantee the same position vacated or hold a position for the employee while they are on an Educational Leave. Termination may result if a position is not available within two (2) weeks of return from Educational Leave.

- g. Benefit Continuation During Educational Leave. During paid leave the employee will be entitled to company-sponsored Health and Welfare benefits on the same basis as if on active work status. If the employee is taking unpaid leave, they may purchase health benefits under COBRA, if eligible.

### **Section 6 Military Leave**

VH will grant military leave in accordance with applicable law and VH policies and procedures.

### **Section 7 Pregnancy-Related Absences**

Leaves for pregnancy-related absences will be granted in accordance with applicable law. Such leaves will run concurrently with FMLA leave if the employee is also eligible for FMLA leave.

### **Section 8 Bereavement Leave**

Regular full-time and regular part-time Employees (who have not waived paid time off benefits) are eligible for up to three (3) normally scheduled workdays of leave paid at the employee's base rate multiplied by the number of hours of the shift that the employee is scheduled to work (8, 10, 12 hour shifts), not to exceed thirty-six (36) hours of leave to make arrangements for and to attend the funeral of a member of the employee's immediate family. Regular part-time employees will receive bereavement leave pay prorated according to budgeted/approved hours. Bereavement leave must be taken within a reasonable proximity of the date of death of the immediate family member's death, and within a fourteen (14) day period. This period may be extended up to thirty days from the date of death at the sole discretion of management. For purposes of this leave, immediate family members include spouse, children, grandchildren, siblings, parents, grandparents, parents-in-law, daughter-in-law, son-in-law, step-parents, step-children, domestic partner, and any other family member residing in the same household with the employee and for whom the employee has legal responsibility. At management's discretion, leave may be granted beyond the three (3) work days to be paid with the employee's accrued PTO or, if the employee has exhausted their PTO banks, be taken without pay.

### **Section 9 Witness or Jury Duty**

Leave for witness or jury duty shall be provided in accordance with applicable VH policies and procedure and in accordance with applicable law. An employee who misses scheduled work day(s) due to required jury duty, or due to appearing as a witness for VH in litigation involving VH, will be paid an amount which will equal the employee's base rate times the employee's budgeted/approved work hours exclusive of any differentials and pay premiums, including overtime. Night shift employees may elect to receive compensation under this section for either the shift before or following jury duty. An employee must promptly notify their department manager when the employee learns of the jury duty or witness leave. The employee is required to provide proof of jury duty or witness leave.

### **Section 10 Child Care Leave**

VH shall provide Child Care Leave with applicable law and VH policies and procedures.

### **Section 11 Union Leave**

Employees will be afforded the option of requesting an unpaid leave of absence or use accrued PTO leave to attend Executive Board meetings, officer meetings, delegate meetings, training sessions, delegate leadership assemblies, union conventions, union functions, seminars, campaigns, or other programs. Such leave may be approved subject to patient care needs. If mutually agreed to, the leave will be up to twelve (12) weeks with guaranteed same job back.

### **Section 12 Leave of Absence Procedures**

VH shall have the right to establish procedures, including required certifications, for all leaves of absence. Such procedures must be in accordance with the law and not in conflict with this Agreement.

### **Section 13 Seniority While on Leave**

Employees on leave pursuant to this Article for up to twelve (12) consecutive months shall not lose or accrue seniority during the leave period.

### **Section 14 Washington State Paid Family & Medical Leave Benefits**

Employees who are approved by the State of Washington Employment Security Department to receive Washington State Paid Family and Medical Leave benefits for the employee's own disability (including any period of disability associated with pregnancy, childbirth and the recovery therefrom) or the illness or injury of a family member may elect to supplement their Washington State benefits by accessing accrued PTO and/or Sick, up to the employee's assigned FTE in compliance with applicable state law and MHS process. The election of supplemental benefits will not be applied retroactively.

## **ARTICLE 14—COMMITTEES**

### **Section 1 Labor/Management Committee**

The Labor/Management Committee is a committee designed to enhance collaboration and communication between VH and bargaining unit employees. The Committee will meet to discuss issues of mutual interest, such as employees' working conditions, payroll transparency and patient and employee satisfaction. The committee may also discuss staffing issues. The committee shall not be empowered to alter any express terms of this Agreement and shall function in an advisory rather than a decision-making capacity. The Committee may recommend solutions to identified problems.

- a. **Structure.** The Committee shall be established for the life of this Agreement and shall consist of not more than six (6) representatives of the Employer and six (6) bargaining unit employees for all the bargaining units which the Union represents at VH. Each party shall select its own representatives for the Committee. The number of Committee representatives may be expanded by the mutual agreement of the Employer and the Union.
- b. **Schedule of Meetings.** The Labor/Management Committee shall meet not less than bi-monthly or as often as mutually agreed, provided that either party provides a list of agenda items at least one week prior to the meeting. Any member of the Committee may propose agenda items. Such proposals will be made to the Director -- Human Resources in writing, at least one week prior to any scheduled Committee Meeting. To the extent possible, meetings shall be scheduled during bargaining unit members' non-scheduled time. The Committee shall operate under the guidance of co-chairs, one to be selected by the Employer and one by the Union.
- c. **Organizational Equity and Inclusion.** Issues regarding equity and inclusion of employees at the Hospital shall be a standing Labor Management Committee agenda item, and the committee shall identify and develop data to inform its advisory

role. Such data could include, but is not limited to, Employer EEO-1 demographic data reports, data regarding work status changes for bargaining unit members (subject to employee confidentiality accommodations), and employer policies relating to discrimination and equity and inclusion. The Labor Management Committee will attend a one-day training intended to increase skill and awareness on hidden bias and cultural competency and to promote a better understanding of bias concerns that arise during the course of the Committee's work. The Committee will jointly select an independent facilitator within nine (9) months of ratification with the intent of completing the training within twelve (12) months of ratification. The Committee may consider whether to recommend extending training or elements of the training to additional bargaining unit members and/or management representatives as an aspect of being responsive to issues of equity and inclusion brought before the Committee. There will be no retaliation to any employee for raising complaints of discrimination or bringing discrimination concerns to the Committee.

- d. Unit based committees may be established in non-nursing units / departments and existing unit-based committees may continue to function.

## **Section 2 Environment of Care Committee**

VH is committed to maintaining a safe and healthful workplace in compliance with federal, state, and local laws applicable to the safety and health of its employees. VH will continue the VH Environment of Care Committee in accordance with existing regulatory requirements. Each Committee shall include one bargaining unit employee who has been selected by the Union. Employees are encouraged to report any unsafe conditions to their Department Manager or Assistant Unit Manager.

## **Section 3 Committees in General**

The above-referenced committees, although advisory in nature, will be expected to assist in the development of positive change which can be implemented by VH with successful results. Each committee will discuss its progress and effectiveness annually.

## **Section 4 Compensation**

Employees shall be compensated at their base rate of pay for all time spent in meetings of the committees set forth in this Article 14 when they are members of the committee.

## **Section 5 Jointly Sponsored Initiative Pilot.**

Within ninety (90) days of ratification, the Employer and the Union will identify and launch a pilot project/initiative that focuses on workforce development, improving the patient care delivery model and/or promoting Valley Hospital. The project/initiative will involve front line staff, senior level sponsorship and should have the potential for system-wide application, if the pilot is successful and spur new ideas for more joint projects for throughout the life of the contract. Priority will be given to a project/initiative that reaches and develops a diverse workforce and is measurable.

Valley Hospital and the Union acknowledge that joint sponsored initiatives are predicated upon maintaining, and aimed toward fostering, a more collaborative relationship between the parties, and furthering the overall satisfaction of caregivers and patients. Both sides, through senior leadership, reaffirm their commitment to developing a positive, respectful working relationship which, if maintained, may result in further joint projects.

Valley Hospital and Union will not use the other's logos on marketing, publications, communication in presentations promoting/showcasing joint sponsored initiatives without explicit written approval of the other party.

## ARTICLE 15—TUITION ASSISTANCE

### Joint Employer Training and Education Fund

**Purpose.** The purpose of the SEIU Healthcare 1199NW Multi-Employer Training and Education Fund (the “Fund”) is to provide a training and education program for addressing the workforce needs of participating employers and healthcare career advancement for eligible bargaining unit employees. The Fund provides training, college preparation courses, career counseling and case management services and tuition assistance for educational instruction. The Fund is funded by contributions from contributing employers and grant funds.

**Participation and Trust Agreement.** Effective January 1, 2018, the Employer agrees to participate in the Fund and abide by the terms of the Trust Agreement of the Fund upon the Effective Date of the parties’ Memorandum of Agreement. The Employer agrees to make contributions to the fund. The Employer contribution to the Fund shall be an amount equal to one half percent (0.5%) of the gross payroll of the Registered Nurse bargaining unit employees. Gross payroll shall be defined as the amount included in Box 5 of the W-2 form report of the Employer, excluding supplemental employees. Gross payroll shall be defined as the amount included in Box 5 of the W-2 form report of the Employer, excluding supplemental employees.

**Fund Contributions, Records, Collections.** The Employer shall remit the Fund contributions required under this Agreement on a pay period basis, based upon the payroll for the previous pay period. Payments shall be due no later than thirty (30) days following the end of the pay period upon which they are based.

The Employer shall submit with the payment of such contributions, or at such other regular intervals as the trustees of the Fund may require, written reports as to the wages paid to the employees and the contributions due or payable to the Fund pursuant to the collective bargaining agreement, as the trustees of the Fund, or their authorized representative(s), may require.

The Employer shall promptly furnish to the trustees of the Fund, upon their written demand, such pertinent wage and other records relating to its employees as the trustees may deem necessary for the administration of the Fund.

The Employer agrees that the trustees of the Fund, or their authorized representative(s), may examine the pertinent payroll books and records of the Employer whenever such examination reasonably may be deemed necessary or advisable by the trustees of the Fund in connection with the proper administration of the Fund.

The failure of the Employer to pay the contributions required shall be in violation of the collective bargaining agreement as well as a violation of the Employer's obligations under the Trust Agreement of the Fund. The Employer agrees that the collection of the delinquent Employer contributions shall be subject to the collection policy established by the trustees of the Fund.

**Joint Labor Management Committee.** As an established labor management committee, part of the committee’s responsibilities will be to assess the needs of the bargaining unit employees related to the education/career advancement interests and needs, and to promote the advantage of participation in this Fund. Information collected regarding training interests and needs and any barriers will be forwarded to the Fund staff.

**Availability of Onsite Rooms.** In order to facilitate employee access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

**Transition to Training Fund.** Once employees transition to the SEIU Multi- Employer Training and Education Fund, the MultiCare tuition reimbursement will no longer apply.

## **Section 2 Paid Educational Leave**

- a. **General.** VH makes available to eligible employees up to sixteen (16) hours of paid educational leave per calendar year to attend non-mandatory workshops, seminars, conventions, and special meetings directly related to the job the employee is currently performing at VH.
- b. **Eligibility.** Regular full-time and regular part-time employees who have completed at least one (1) year of continuous service may request Paid Educational Leave.
- c. **Criteria.** In determining whether to approve, in its discretion, a request for paid educational leave, VH will consider whether the program is directly related to the job the employee is currently performing at VH, whether the program is approved by the appropriate department manager, and other criteria. Requests for paid educational leave shall be processed in accordance with applicable VH policies and procedures.

## **ARTICLE 16—SUBSTANCE ABUSE TESTING/FITNESS FOR DUTY**

Upon employment at VH, employees covered by this Agreement shall be subject to the provisions of MultiCare’s “Identification and Management of Employee Impairment” policy which includes provisions for pre-employment testing, reasonable cause testing and missing substance testing.

## **ARTICLE 17—GRIEVANCE PROCEDURE**

### **Section 1 Grievance Definition**

A grievance shall be defined as a claim by an employee that the Employer has violated a specific provision of this Agreement. It is the desire of the parties to this Agreement that disputes arising out of this Agreement be adjusted informally wherever possible and at the first level of supervision.

### **Section 2 Time Limitations**

If the grievant or the Union does not comply with the time limitations specified in this grievance procedure, the grievance shall be time barred. If the Employer does not comply with the time limitations specified in this grievance procedure, the grievance shall be automatically elevated to the next step without any action necessary on the part of the grievant. Any grievance not filed or processed in accordance with the time limits shall be deemed waived without regard to any excuse therefore. A time limit which ends on a Saturday, Sunday, or a holiday designated in Article 10 of this Agreement shall be deemed to end at 4:30 p.m. on the following business day.

### **Section 3 Modification to Grievance Procedure**

The time periods in the grievance process may be shortened or extended only by mutual written agreement. Informal attempts to resolve the grievance shall not extend any time limitations specified in this grievance procedure, except by mutual written agreement between the parties.

### **Section 4 Steps of Grievance Procedure**

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

Step One. If an employee has a grievance, the employee shall meet with the employee's Department Manager and present the grievance, in writing, within fourteen (14) calendar days from the date the employee knew or reasonably should have known of the occurrence of the matter giving rise to the grievance. The grievance shall specify the section or sections of the Agreement which have allegedly been violated, and the remedy requested. Grievances regarding appropriate pay are understood to arise on the first pay day for the event in question, and are not considered continuing just because they may recur on each subsequent pay day. A Union Delegate shall be present at the Step One grievance meeting if the employee so requests. If a Union Delegate participates in the Step One grievance meeting, a representative from Human Resources also may be present. The Manager shall respond in writing within fourteen (14) calendar days of receipt of the grievance.

Step Two. If the employee remains dissatisfied with the Manager's response at Step One, the employee may advance the grievance to Step Two, in writing, within fourteen (14) calendar days of receipt of the Step One response. Step Two grievances shall be presented to the CNO or Senior Executive responsible for the department in which the grievance arose. The CNO/Senior Executive will issue their response within fourteen (14) calendar days of receiving the Step Two grievance.

Step Three. If the employee remains dissatisfied with the CNO/Senior Executive's response at Step Two, the employee may advance the grievance to Step Three, in writing, within fourteen (14) calendar days of receipt of the Step Two response. Step Three grievances shall be presented to the Director -- Human Resources. The Step Three process shall include an investigatory meeting between the grievant (and their Union Delegate/Representative, if requested) and the Director -- Human Resources. The Step Three meeting shall be held within fourteen (14) days of the advancement to Step Three. The Director -- Human Resources will issue their response within fourteen (14) calendar days of the Step Three investigatory meeting.

Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1,2, and 3, herein, the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days of VH's Step 3 response. Within ten (10) calendar days of the notification to VH that the dispute is submitted for arbitration, the Union shall request the Federal Mediation and Conciliation Service to supply a list of eleven (11) arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the arbitrator. The party to strike first shall be determined by coin toss. Nothing in this provision shall be construed to prevent the parties from mutually agreeing on an arbitrator, with preference being given to neutral third parties from Eastern Washington.

A decision of the arbitrator within the scope of this Agreement shall be final and binding on all parties. Each party shall be responsible for its own expenses including the time of any witnesses and attorney's fees, if any. Each party shall bear one-half (1/2) of the fee of the arbitrator, and any other expense jointly incurred incident to the arbitration hearing.

The arbitrator shall have no authority to add to, delete from disregard, or alter any of the provisions of this Agreement and shall confine the decision to the terms of this Agreement. The

Arbitrator shall have no authority to award punitive damages.

Disputes concerning benefits or pay shall be considered as of the time the grievance first became known, or reasonably should have become known to the grievant, and shall not be treated as continuing violations for purposes of compensation or the time limits specified herein.

### **Section 5 Mutually Agreed Mediation**

The parties may agree to use mediation 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, and may be pursued concurrently with the filing, selection and processing of an arbitration submission. Mediation shall not extend any of the time limits set forth herein, unless the parties agree otherwise, in writing.

## **ARTICLE 18—MANAGEMENT RIGHTS**

### **Section 1**

The Employer retains all the customary, usual and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Hospital or any part of it. The Employer retains all power and authority not specifically abridged, delegated, or modified by a specific provision of this contract and such retained rights and prerogatives include, but are not limited to, the right and prerogative to:

- a. Direct employees and determine the number of employees, their job assignments and staffing levels.
- b. Adopt, modify, or eliminate reasonable work rules, procedures, and policies, including attendance and substance abuse and drug testing policies, so long as such rules and policies are not in conflict with any express provisions of this Agreement.
- c. Hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. Discharge any employee deemed incompetent based upon established job criteria.
- e. Require standards of performance and to maintain order and efficiency.
- f. Relieve employees from duties and lay off employees because of lack of work or other legitimate reason related to operation of VH, patient census, or any other business reason.
- g. Maintain the efficiency of VH operations and implement, change, or eliminate operational methods and procedures.
- h. Determine the methods, means and personnel by which operations are to be conducted and the materials and equipment to be used.
- i. Take appropriate action as necessary to carry out the mission of VH.
- j. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
- k. Require reasonable amounts of overtime, in accordance with applicable law.



- l. Determine the need for, and assign employees to, educational and training programs, on-the-job training, and other educational activities.
- m. Determine the qualifications for all positions within the bargaining unit.
- n. Determine issues related to long-range planning, the application of VH capital and other resources, including the right to liquidate, merge, sell or otherwise transfer such resources and the right to determine the kind and location of its facilities.
- o. Determine whether the whole or any part of the operation shall continue to operate.
- p. Contract or subcontract, sell, transfer, or discontinue any or all VH's operations or functions.
- q. Use temporary, traveling and agency employees to perform duties also performed by employees covered by this Agreement.
- r. Create, combine or eliminate positions or job classifications.

The parties recognize that the above list of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude any management rights or prerogatives which are not mentioned and which are not expressly and specifically limited by this Agreement.

## **Section 2**

All rights not expressly contracted away by a specific provision of this Agreement are solely retained by the Employer. The failure of the Employer to exercise any function, power, or right reserved or retained by it, shall not be deemed to be a waiver of that right of the Employer to exercise said power, function, authority or right at a future date, or to preclude the Employer from exercising same, so long as it does not conflict with any express provision of this Agreement. All of those rights of management specified above or usually and customarily vested in management may not be ignored or impaired even if the parties agree to submit a dispute to arbitration.

## **ARTICLE 19—STAFFING**

### **Section 1 Staffing/Workload Concerns**

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

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

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

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

documented, with the documentation given to the manager involved.

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

## **Section 2 Unit Based Staffing Committees**

There shall be a unit-based staffing committee on each nursing unit.

- a. Purpose: Each unit-based committee is responsible for formulating recommendations and facilitating a staffing plan for the unit. The decisions of the unit-based committee will be made utilizing a collaborative, evidence, consensus based process.
- b. Composition: The unit-based committees will be co-chaired by a Union-designated unit representative, and a management representative from that unit. Each shift will have staff nurse representatives appointed by the Union, at least one of which will be a charge nurse. Support staff within the unit may also be appointed to the committee by the Union. The size of each committee will be determined by the Co-Chairs.
- c. Frequency of meetings: The unit-based committees shall meet monthly or as otherwise determined by the co-chairs.
- d. Unit based committee responsibilities:
  - i. Guide implementation and evaluation of a unit-based staffing plan;
  - ii. Submit the annual staffing plan and any recommended modification to the Joint Committee in accordance with ESHB 3123, Valley Hospital, and Joint Committee timelines;
  - iii. The unit-based committees shall regularly report in writing to the Joint Staffing Committee their discussions and work. Committee members will assure that copies of these reports will be made available for all nurses on the unit;
  - iv. Responsible for facilitating unit education regarding staffing;
  - v. Determine the metrics (evaluation tools and data) necessary to accomplish their staffing plan;
  - vi. Review, assess and respond to staffing concerns;
  - vii. Assist in seeking solutions for the availability of staff to meet patient care needs;
  - viii. Collect unit specific data sets which may include but are not limited to: compliance with staffing matrices, nurse sensitive quality indicators data, use of overtime, unmet breaks or meals, planned or unplanned absences including vacation scheduling, vacancies, extra shifts, double shifts, agency, travelers, floats and per diem to meet staffing requirements.
- e. Criteria for development or modification of a staffing plan: The following criteria will be considered and taken into account/included, but not limited to:
  - i. Census, including activity such as transfers, admissions, and discharges;

- ii. Level of intensity, as determined by the nursing assessment of all patients, and nature of the care to be delivered on each shift;
- iii. Skill mix required;
- iv. Level of experience and specialty of available staff;
- v. Need for specialized or intensive equipment;
- vi. Physical configuration of patient care units;
- vii. Significant technological or clinical advances;
- viii. Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations; and
- ix. Hospital resources and finances may be taken into account.

### **Section 3 Joint Staffing Committee**

Such as Valley Hospital has established a Joint Staffing Committee, the primary responsibilities of which will be to provide oversight of the ongoing staff input in the review and modification of unit based staffing plans. This process will include the following elements:

- a. Serve as an ongoing resource for unit based committees;
- b. Review and compile all unit based staffing plans into a comprehensive report which is reported to the CEO;
  - i. If the staffing plan report compiled by the Joint Staffing Committee is not adopted by the Valley Hospital, the CEO or designee shall attend the Joint Staffing Committee meeting to discuss reasons for the decision and potential alternatives.
- c. Facilitate training for all unit based staffing committees, including collection and analysis of all collected data;
- d. Collect, analyze and report nurse sensitive quality outcome data
  - i. The Hospital will provide the following nurse sensitive quality outcome data to the committee on a monthly basis:
    - 1. Nursing hours per patient day
    - 2. Census by day and shift
    - 3. Admits, discharges and transfers by unit and shift
    - 4. Length of stay by admission date
    - 5. Catheter associated urinary tract infection rate
    - 6. Central line blood stream infection rate
    - 7. Fall/injury and fall rate
    - 8. Hospital-acquired pressure ulcer rate
    - 9. Physical restraint prevalence
    - 10. Ventilator associated pneumonia rate
    - 11. RN turnover rate
    - 12. Patient satisfaction scores
    - 13. Readmission rates for pneumonia, CHF, and MI

- e. Semiannual review, or more often as indicated, of the unit based staffing plan against need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by Valley Hospital.
- f. Verify compliance with ESHB 3123 of the public posting of staffing plans for each unit and shift and;
- g. Approve or modify requests from Unit Based Committees for changes to staffing plans.
- h. The Parties agree to utilize the assistance of the Federal Mediation and Conciliation Service in facilitating the conduct of the initial sessions(s) of the “Joint Staffing Committee” provided for in the above, with a view toward maximizing the efficiency and productivity of the “Joint Staffing Committee.”

The staffing plan and current staffing levels will be made available upon request. The Committee will agree upon the format of the public posting in addition to the components that will be reported (unit matrix, staff required, and staff available).

#### **Section 4 Composition**

The Joint Staffing Committee shall be composed of at least fifty percent (50%) direct care nurses and nursing staff, to include nine (9) representatives, selected by the Union, plus the Chief Nursing Officer, and other nursing management representatives as determined by Valley Hospital. Participation in the Joint Staffing Committee by a Valley Hospital employee shall be on scheduled work time and compensated at the appropriate rate of pay. Joint Staffing Committee members shall be relieved of all other work duties during meetings of the committee.

#### **Section 5 Non-retaliation**

Valley Hospital will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Joint Staffing Committee, or Unit-Based Committee, or an employee who notifies the Joint Staffing Committee or the Valley Hospital administration of his or her concerns about nurse staffing.

#### **Section 6 Training**

Members of the Joint Staffing Committee will provide in-services to unit-based committees regarding best practices related to staffing.

Ongoing formal training opportunities will be continually evaluated. Committee members will be included as indicated by mutual agreement.

#### **Section 7 Staffing Alert**

In the event of such an unforeseen emergent circumstance in which the staffing ratios are not in adherence to the staffing plans, the charge nurse shall inform the unit manager in order to rectify the situation. If the situation is not resolved the charge nurse may declare a Staffing Alert. The charge nurse shall notify the appropriate administrator and the parties shall confer immediately to explore and implement all reasonable alternatives to bring the unit into adherence as soon as possible. Alternatives to be considered are:

1. Redistribution of staff
2. Calling in nurses on standby/call

3. Soliciting volunteers for overtime shifts
4. Use of hospital and unit-based supplemental staff, assistant nurse managers and non-direct care nurses such as the nurse managers, education nurses and nurse supervisors.

The Unit Based Committee will assure the Staffing Alert Form is completed by unit staff and that this form is forwarded to the Unit Based Committee for consideration and problem solving, and that a monthly report is sent to the Joint Staffing Committee.

### **Section 8 Legislation**

In the event that ESHB 3123 is modified or there are new statues enacted during the term of this Agreement, SEIU Healthcare 1199NW and Valley Hospital will reopen this section.

## **ARTICLE 20—HEALTH AND SAFETY**

### **Section 1 Prevention of Musculoskeletal Injuries**

The parties recognize that back and musculoskeletal injuries are a major occupational hazard to healthcare workers. In the interest of prevention, the Labor/Management Committee will discuss appropriate ways to identify means for preventing such injuries.

### **Section 2 Prevention of Workplace Violence**

The Employer and the Union agree to work together to protect employees from incidents of workplace violence. The Employer will, in its sole judgment, take appropriate steps and maintain appropriate policies or programs to minimize the risk of violence in the workplace. Such efforts may include elements of hazard and risk factor identification, training, reporting, post incident response planning and program evaluation.

### **Section 3 Health and Safety**

The Employer remains committed to providing, in its sole judgment, education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure, including medical devices that reduce or help prevent employee exposure to blood and/or body fluids.

## **ARTICLE 21—NO STRIKE, NO LOCKOUT**

### **Section 1 No Strike**

It is recognized that VH is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both VH and the Union. The Union, its officers, agents, representatives, and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, sympathy strike, informational or other picketing, or slowdown, concerted refusal to work overtime, or any other restrictions, interference with, or interruption of work at any of VH's operations, during the term of this Agreement. Employees, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty.

Disciplinary action, including discharge, may be taken by VH against any employee or employees, selectively or as a group, engaged in a violation of this Article. In the event of a

claimed violation of this Article, VH shall have the right, without waiving any of its other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action and damages.

The Employer will notify the Union in writing if employees engage in such activity. In the event of any activity prohibited by this Article, the Union, its officers, agents, and representatives will take appropriate steps to end or avert same, including notifying all employees of the Union's disapproval of such action and instructing such nurses to cease such actions and return to work.

### **Section 2 Lockout**

There shall be no lockout of employees during the life of this agreement. The layoff of employees covered by this Agreement for any economic reason shall not be construed to be a lockout for purposes of this Agreement.

## **ARTICLE 22—GENERAL PROVISIONS**

### **Section 1 VH Policies**

To the extent a subject or matter is not expressly and specifically covered by this Agreement, the applicable VH policies and procedures, including Human Resources policies and procedures, shall govern. VH shall have the right and authority to modify, eliminate, or create new policies and procedures, including Human Resources policies and procedures, to the extent their specific subject matter is not covered by this Agreement. VH shall provide a copy of any modified or new Human Resources policies and procedures which apply to nurses at least thirty (30) days prior to implementation and, at the request of the Union, shall meet with the Union to discuss the policies.

### **Section 2 Separability**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that if any provision of this Agreement shall be declared invalid or otherwise become unlawful, the parties shall enter into negotiations to attempt to reach a mutually satisfactory replacement for the unlawful provision(s).

### **Section 3 Complete Agreement**

The parties recognize that this is the complete agreement between the parties for purposes of employees' wages, hours, benefits and working conditions, and that employees' rights in these areas shall be limited to the express terms of this Agreement. All of the understandings, agreements and undertakings arrived at by the parties are set forth in this Agreement. For the term of this Agreement and any extensions of it, the Union waives the right and agrees that VH shall not be obligated to bargain collectively under the National Labor Relations Act with respect to any subject or matter not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **Section 4 Amendments**

Any provision of this Agreement may not be amended, modified or supplemented at any time, except by mutual consent of VH and the Union, in writing and signed by both parties. Such modifications shall be limited to the specific provision(s) involved and will not affect any other provisions of this Agreement.

#### **Section 5 Past Practices**

Any and all agreements, written and verbal, previously entered into between the parties are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, for the life of this Agreement and any extensions of it, any and all practices that existed either prior to the effective date of this Agreement or that develop during the term of this Agreement shall not be binding on the Employer. The Employer will communicate any changes to past practices of which it is aware in advance of the change.

### **ARTICLE 23—CHANGE IN OWNERSHIP**

If ownership of VH will be changed, VH will provide the Union with notice of the ownership change at least sixty (60) days prior to the effective date of the change and, upon request, meet and discuss with the Union the effects of the change on bargaining unit employees.

### **ARTICLE 24—DURATION AND TERMINATION**

#### **Section 1**









This Agreement will become effective January 1, 2024 and will remain in full force and effect through 12:01 am on December 31, 2026, and from year to year thereafter unless modified, amended or terminated in accordance with the following provisions.

#### **Section 2**

Should either party wish to modify, amend or terminate this Agreement, notice of the party's desire to modify, amend or terminate the Agreement shall be given by certified mail to the other party not more than one hundred and twenty (120) days nor less than ninety (90) days prior to 12:01 am on December 31, 2026, or any subsequent anniversary date.


#### **Section 3**

In the event notice to modify, amend or terminate has been given, as provided above, and assuming the Union gives proper notice pursuant to the Labor Management Relations Act, 1947, as amended, Section 8(g), and if no agreement has been reached by the expiration date of this Agreement, the Agreement shall be considered terminated by the parties.

SEIU Healthcare 1199 NW	MHS Deaconess Hospital
 Jane Hopkins, RN President SEIU Healthcare 1199NW	By:  Scott Allan Director of Employee & Labor Relations MultiCare Health System
 Blair Anundson Lead Negotiator SEIU Healthcare 1199NW	By  Jennifer Graham Chief Nurse Executive Deaconess & Valley Hospitals
	By:  Heather Kohoutek Associate Chief Nurse Executive Valley Hospital
	By:  Karen Leppert AVP, Imaging Inland Northwest Region
	By:  Dan Springer Chief Operating Officer Valley Hospital
	By  Justin Voelker Chief Financial Officer Inland Northwest Region




SEIU HEALTHCARE 1199NW MEMBERS  
Deaconess and Valley Hospitals

  
Lyubov Demyanovskiy

  
Susan McCarty

  
Terri Rydman

  
Jamie Orchard-Pomeroy


  
Kelly Conrad

  
Josh Ecksteen


  
Chris Vertefuille


  
Alex Knox

  
Tiffany Diamond


  
Elizabeth "Libby" Smith

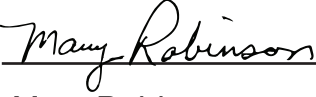
  
Robbie Healy

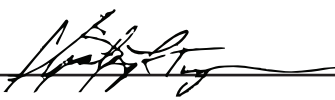
  
Sarah Norisada

  
Craig Sams

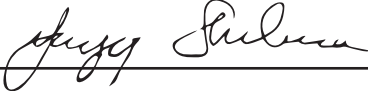
  
Sha' Cardenas

  
Bryce Dreslinkski

  
Mary Robinson

  
Charity Turpen

  
Victoria McEnaney-Pfaff

  
Greg Shulman


  
Kaila Montgomery

  
Edith Stuart

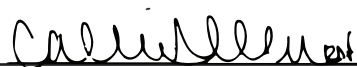
  
Shawn Crawford


SEIU HEALTHCARE 1199NW MEMBERS  
Deaconess and Valley Hospitals

  
\_\_\_\_\_  
Robbie Bychkov


  
\_\_\_\_\_  
Kegan Orpin

  
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Karla Lautenbach

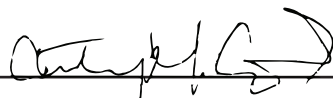
  
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Callie Allen

  
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Kelly Scheller

  
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Sandra Lastinger

  
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Megan Houdashelt


  
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Kathleen Kelley


  
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Courtney Cook

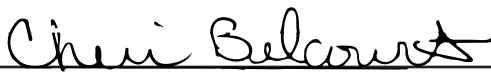
  
\_\_\_\_\_  
Synthia Nebergall


  
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Diane Gross


  
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Kari Laywell

  
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Tami O'Marro

  
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Gena Meyer

  
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Cheri Belacourt

  
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Markus Janson

  
\_\_\_\_\_  
Mary Parker

  
\_\_\_\_\_  
Mike McCulley

APPENDIX A – RATIFICATION RN WAGE SCALE

Valley RN Inland Scale		YEAR 1 ONLY: Upon ratification, each employee will receive an eight hundred dollar (\$800) ratification bonus prorated by FTE. General supplemental and unit based supplemental employees will receive \$200 upon ratification.																																
SEU12	Compensation Grade Profile	RN Inland Scale																																
JOB TITLE	Grade	Yr 0	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26	Yr 27	Yr 28	Yr 29	Yr 30		
	BASE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 6	Step 7	Step 8	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30	
Location RN U	A	\$4054	\$4181	\$4363	\$4541	\$4716	\$4892	\$5061	\$5221	\$5411	\$5580	\$5779	\$5928	\$5928	\$5928	\$6083	\$6083	\$6249	\$6249	\$6351	\$6498	\$6654	\$6654	\$6807	\$6807	\$6962	\$6962	\$7126	\$7126	\$7290	\$7290	\$7450	\$7450	
RN U																																		
RN Hospital Based Float U (\$42.25 float diff)																																		
RN Resident U																																		
RN Fellow U																																		
Trauma Coordinator U																																		
Care Mgr U	H	\$4054	\$4181	\$4363	\$4541	\$4716	\$4892	\$5061	\$5221	\$5411	\$5580	\$5779	\$5928	\$5928	\$5928	\$6083	\$6083	\$6249	\$6249	\$6351	\$6498	\$6654	\$6654	\$6807	\$6807	\$6962	\$6962	\$7126	\$7126	\$7290	\$7290	\$7450	\$7450	
RN Wound Care U	L	\$4054	\$4181	\$4363	\$4541	\$4716	\$4892	\$5061	\$5221	\$5411	\$5580	\$5779	\$5928	\$5928	\$5928	\$6083	\$6083	\$6249	\$6249	\$6351	\$6498	\$6654	\$6654	\$6807	\$6807	\$6962	\$6962	\$7126	\$7126	\$7290	\$7290	\$7450	\$7450	
Clinical Documentation Specialist U	GG	\$3816	\$3903	\$3996	\$4082	\$4172	\$4256	\$4342	\$4431	\$4518	\$4603	\$4690	\$4780	\$4867	\$4952	\$5043	\$5131	\$5215	\$5299	\$5391	\$5478	\$5560	\$5652	\$5737	\$5825	\$5913	\$5997	\$5997	\$5997	\$5997	\$5997	\$6031	\$6031	\$6032
RN Advanced Skill I U	GH	\$ 4175	\$4809	\$4495	\$4678	\$4855	\$5037	\$5212	\$5379	\$5573	\$5747	\$5951	\$6108	\$6108	\$6108	\$6264	\$6264	\$6434	\$6434	\$6544	\$6696	\$6853	\$6853	\$7015	\$7015	\$7172	\$7172	\$7342	\$7342	\$7509	\$7509	\$7673	\$7673	
RN Advanced Skill III U	GI	\$ 4297	\$4438	\$4623	\$4815	\$4997	\$5183	\$5363	\$5535	\$5733	\$5916	\$6125	\$6125	\$6282	\$6282	\$6447	\$6447	\$6623	\$6623	\$6808	\$7056	\$7056	\$7215	\$7215	\$7379	\$7379	\$7550	\$7550	\$7729	\$7729	\$7897	\$7897		
RN Supplemental Float	MM	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	\$7664	

APPENDIX A – 2025 RN WAGE SCALE

Valley-RN Inland Scale																																		
SEIU12																																		
Compensation Grade Profile																																		
RN Inland Scale																																		
JOB TITLE	Grade	Yr 0	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26	Yr 27	Yr 28	Yr 29	Yr 30		
	BASE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30			
Lactation RN RN	A	\$42.16	\$43.48	\$45.38	\$47.23	\$49.05	\$50.88	\$52.63	\$54.30	\$56.27	\$58.03	\$60.10	\$61.65	\$63.26	\$64.99	\$66.05	\$67.58	\$69.20	\$70.79	\$72.40	\$74.11	\$75.82	\$77.48											
RN Hospital Based Float U																																		
RN Resident U																																		
RN Fellow U																																		
Trauma Coordinator U																																		
Care Mgr U	H	\$42.16	\$43.48	\$45.38	\$47.23	\$49.05	\$50.88	\$52.63	\$54.30	\$56.27	\$58.03	\$60.10	\$61.65	\$63.26	\$64.99	\$66.05	\$67.58	\$69.20	\$70.79	\$72.40	\$74.11	\$75.82	\$77.48											
RN Wound Care U	L	\$42.16	\$43.48	\$45.38	\$47.23	\$49.05	\$50.88	\$52.63	\$54.30	\$56.27	\$58.03	\$60.10	\$61.65	\$63.26	\$64.99	\$66.05	\$67.58	\$69.20	\$70.79	\$72.40	\$74.11	\$75.82	\$77.48											
Clinical Documentation Specialist U	GG	\$39.69	\$40.59	\$41.56	\$42.45	\$43.39	\$44.26	\$45.16	\$46.08	\$46.99	\$47.87	\$48.78	\$49.71	\$50.62	\$51.50	\$52.45	\$53.36	\$54.24	\$55.11	\$56.07	\$56.97	\$57.82	\$58.78	\$59.66	\$60.58	\$61.50	\$62.14	\$62.72	\$63.36					
RN Advanced Skill II U	GH	\$43.42	\$44.81	\$46.75	\$48.65	\$50.49	\$52.28	\$54.20	\$55.94	\$57.96	\$59.77	\$61.89	\$63.52	\$65.15	\$66.91	\$68.06	\$69.64	\$71.27	\$72.96	\$74.59	\$76.36	\$78.09	\$79.80											
RN Advanced Skill III U	GI	\$44.69	\$46.16	\$48.08	\$50.08	\$51.97	\$53.90	\$55.78	\$57.56	\$59.62	\$61.53	\$63.70	\$65.33	\$67.05	\$68.88	\$70.04	\$71.64	\$73.38	\$75.04	\$76.74	\$78.52	\$80.38	\$82.13											
RN Supplemental Float	IM	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	\$79.71	

APPENDIX A – 2026 RN WAGE SCALE

Valley-RN Inland Scale																																
SEU12																																
Compensation Grade Profile																																
RN Inland Scale																																
JOB TITLE	Grade	Yr 0	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26	Yr 27	Yr 28	Yr 29	Yr 30
	BASE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30	
Lactation RN	A	\$43.85	\$45.22	\$47.20	\$49.12	\$51.01	\$52.92	\$54.74	\$56.47	\$58.52	\$60.35	\$62.50	\$64.12	\$65.79	\$65.79	\$67.59	\$67.59	\$68.69	\$70.28	\$71.97	\$71.97	\$73.62	\$73.62	\$75.30	\$75.30	\$77.07	\$77.07	\$78.85	\$78.85	\$80.58	\$80.58	
RN																																
RN Hospital Based Float U																																
RN Resident U																																
RN Fellow U																																
Trauma Coordinator U																																
Care Mgr U	H	\$43.85	\$45.22	\$47.20	\$49.12	\$51.01	\$52.92	\$54.74	\$56.47	\$58.52	\$60.35	\$62.50	\$64.12	\$65.79	\$65.79	\$67.59	\$67.59	\$68.69	\$70.28	\$71.97	\$71.97	\$73.62	\$73.62	\$75.30	\$75.30	\$77.07	\$77.07	\$78.85	\$78.85	\$80.58	\$80.58	
RN Wound Care U	L	\$43.85	\$45.22	\$47.20	\$49.12	\$51.01	\$52.92	\$54.74	\$56.47	\$58.52	\$60.35	\$62.50	\$64.12	\$65.79	\$65.79	\$67.59	\$67.59	\$68.69	\$70.28	\$71.97	\$71.97	\$73.62	\$73.62	\$75.30	\$75.30	\$77.07	\$77.07	\$78.85	\$78.85	\$80.58	\$80.58	
Clinical Documentation Specialist U	GG	\$41.28	\$42.21	\$43.22	\$44.15	\$45.13	\$46.03	\$46.97	\$47.92	\$48.87	\$49.78	\$50.73	\$51.70	\$52.64	\$53.56	\$54.55	\$55.49	\$56.44	\$57.31	\$58.31	\$59.25	\$60.13	\$61.13	\$62.05	\$63.00	\$63.96	\$64.63	\$65.23	\$65.89	\$65.89	\$65.89	
RN Advanced Skill I U	GH	\$45.16	\$46.60	\$48.62	\$50.60	\$52.51	\$54.48	\$56.37	\$58.18	\$60.28	\$62.16	\$64.37	\$66.06	\$67.76	\$67.76	\$69.59	\$69.59	\$70.78	\$72.43	\$74.12	\$74.12	\$75.88	\$75.88	\$77.57	\$77.57	\$79.41	\$79.41	\$81.21	\$81.21	\$82.99	\$82.99	
RN Advanced Skill II U	GI	\$46.48	\$48.01	\$50.00	\$52.08	\$54.05	\$56.06	\$58.01	\$59.86	\$62.00	\$63.99	\$66.25	\$67.94	\$69.73	\$69.73	\$71.64	\$71.64	\$72.84	\$74.51	\$76.32	\$76.32	\$78.04	\$78.04	\$79.81	\$79.81	\$81.66	\$81.66	\$83.60	\$83.60	\$85.42	\$85.42	
RN Supplemental Float	IM	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	\$82.90	

**APPENDIX B—BARGAINING UNIT POSITIONS AT VALLEY HOSPITAL**

**RN Bargaining Unit Positions at Valley**

Clinical Documentation Specialist

Registered Nurse

Nurse Case Manager

Lactation Nurse

Charge Registered Nurse

**Positions Excluded from RN Bargaining Unit at Valley**

Certified Registered Nurse Anesthetist

Nurse Educator

Nurse Technician

Supervisory Nurse Case Managers

## **APPENDIX C—CHARGE PAY**

Employees holding the following positions are eligible to receive charge pay pursuant to Article 7.16 of the Agreement:

Registered Nurse

Registered Nurse Advanced Skills I

Registered Nurse Advanced Skills II

## APPENDIX D -- 10-HOUR WORK SCHEDULE

1. Employees scheduled to work ten (10) hour shifts shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. For purposes of sick leave and PTO, ten (10) hours constitutes one (1) work day.
2. Employees scheduled to work ten (10) hour shifts will receive shift differential in accordance with Article 7.20
3. Employees scheduled to work ten (10) hour shifts shall be paid overtime compensation in accordance with Article 7.5 and 7.6 of the Agreement.
4. In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked during the next shift shall be paid in accordance with Article 7.9 of the Agreement.
5. The Employer retains the right to discontinue regularly scheduling an employee to work ten (10) hour shifts and to revert back to a normal eight (8) hour regular schedule after at least twenty-one (21) days advance notice to the employee. Employees scheduled to work ten (10) hour shifts who would like to discontinue working a ten (10) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available posted eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not applied for the position.



## APPENDIX E—12-HOUR WORK SCHEDULE

1. Employees scheduled to work twelve (12) hour shifts shall accumulate annual leave and sick leave based upon hours worked. Sick leave benefits shall accumulate from date of hire. For purposes of sick leave and PTO, twelve (12) hours constitutes one (1) work day.
2. Employees scheduled to work twelve (12) hour shifts shall be paid differential in accordance to Article 7.20.
3. Employees scheduled to work twelve (12) hour shifts shall be paid overtime compensation in accordance with Article 7.5 and 7.6 of the Agreement.
4. In scheduling working assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked in the next shift shall be paid in accordance with Article 7.9 of the Agreement.
5. The Employer retains the right to discontinue regularly scheduling an employee to work twelve (12) hour shifts and to revert back to a normal eight (8) hour regular schedule after at least twenty-one (21) days advance notice to the employee. Employees scheduled to work twelve (12) hour shifts who would like to discontinue working a twelve (12) hour work schedule and whose performance has been satisfactory shall be guaranteed the first available posted eight (8) hour position for which the employee is qualified, provided that a more senior, qualified employee has not applied for the position.

**SIDE LETTER RE: PERFORMANCE OF BARGAINING UNIT WORK**

November \_\_, 2005

Ms. Chris Barton  
Secretary-Treasurer  
SEIU 1199NW  
15 S. Grady Way  
Suite 200  
Renton, WA 98055

Re: Performance of Bargaining Unit Work

Dear Ms. Barton:

This letter will confirm the agreement reached by EHS and SEIU 1199NW during the 2005 collective bargaining negotiations concerning performance of bargaining unit work. It is not the Employer's intent to replace bargaining unit employees with non-bargaining unit employees.

Your signature below shall be deemed acceptance on behalf of SEIU 1199NW.

Sincerely,

\_\_\_\_\_  
G. Daniel Klocko  
Director of Human Resources

Confirmed and Accepted:

\_\_\_\_\_  
Chris Barton  
Secretary and Treasurer  
SEIU 1199 NW

\_\_\_\_\_  
Date

DATE:  
*Scott Allan* 10/10/2024  
Scott Allan  
Director of Labor & Employee  
Relations  
Multicare

DATE:  
*Jane Hopkins* 10/14/2024  
Jane Hopkins, RN  
President  
SEIU Healthcare 1199 NW

**SIDE LETTER RE: VACATION AND PAID PERSONAL LEAVE DONATION FOR  
COLLECTIVE BARGAINING NEGOTIATIONS**

Valley Hospital, hereafter referred to as “VH” and SEIU Healthcare 1199NW (“the Union”) hereby enter into this Side Letter Agreement as part of their 2007 – 2008 reopener negotiations pursuant to the parties 2005 – 2008 collective bargaining agreements (“CBAs”).

During the term of the CBAs, and starting with the 2007 – 2008 reopener negotiations, employees will be allowed to donate vacation hours and paid personal leave so that employees of DMC who are members of the Union’s negotiating team may be paid such donated funds to make up for lost wages due to time spent in collective bargaining sessions, as set forth herein.

1. All members of the bargaining unit who have accrued , unused vacation and/or paid personal leave may donate such vacation and paid personal leave hours by providing written and signed authorization to the Union, including:
  - a) agreement to donate a specified number of hours (with a minimum of four (4) to a maximum of twenty-four (24) hours) to the Union to be used for the purposes indicated herein,
  - b) authorization for VH to deduct the donated hours from their vacation and paid personal leave accruals,
  - c) employees must have at least forty (40) hours of combined vacation and paid personal leave remaining after the leave donation is deducted from their accruals,
  - d) that the value of the donated leave will be treated as wages to the donating employee from which VH will withhold applicable withholdings and deductions, including income and employment taxes, and which will be reported on the donating employee’s W-2,
  - e) Union negotiating team members will not be required to exhaust their own accrued, paid leave banks before being eligible to receive payment from the donated leave, and
  - f) Donated hours will not be returned to any employee.
- a. The Union will provide a written report to VH specifying the total number of hours donated by its members and provide copies of the written authorization forms no later than two (2) weeks following completion of negotiations.
3. For the 2007-2008 reopener negotiations, VH shall not be required to pay out more than a total of \$50,000 in donated leave to the Union. In the event that the amount of donated leave exceeds \$50,000, VH’s payment to the Union will be based on the donations of the

donating employees with the most seniority and donated leave in excess of \$50,000 will not be processed.

4. The Union will provide VH with an accounting of the donated leave that was paid to Union negotiating team members and any unused donated leave. In the event that the amount of donated leave exceeds the amounts to be paid to the Union, the remaining donated leave will be maintained for future negotiations.
5. VH will calculate the value of the donated hours by multiplying the number of hours donated by each employee by his or her base rate of pay. Subject to Paragraph 3 above, VH will issue a one-time payment to the Union equal to the total net dollar value of the donated hours within 30 days after receipt of the Union's completed report and copies of the written authorization forms, provided, however, that the payment may be delayed for a reasonable period of time if there are any discrepancies or missing information on the report and/or authorization forms. VH will not make payments for any donated hours for which it has not received authorization forms.
6. It is understood that employees of VH who are members of the Union's negotiating team may draw upon the vacation and paid personal leave bank to make up for lost wages due to time spent in contract bargaining sessions, only as authorized by the Union.
7. VH shall not be required to make any deductions of leave or payments to the Union or to take any other actions pursuant to this Agreement that are not permitted under applicable law.
8. The Union agrees to refund any amounts remitted in error, upon presentation of evidence of error. VH agrees to rectify errors in deducting vacation or personal leave or remittance of aggregate donated amounts to the Union, upon presentation of evidence of error.
9. The Union shall indemnify, defend, and hold VH harmless against any and all claims, demands, suits, grievances, or other forms of liability that may arise against VH for or on account of any action taken by VH pursuant to this Side Letter (including complaints by donors or recipients).
10. This Agreement will be in effect only for the duration of the CBAs and will expire when the CBAs expire. Further, this Agreement will be enforceable through the Grievance and Arbitration provisions of the CBAs.
11. This Agreement is subject to modification as part of the negotiations for collective bargaining agreements to succeed the CBAs or as otherwise mutually agreed by the parties.

12. The parties retain any and all rights under the CBAs and at law unless specifically limited by this Agreement.


**VALLEY HOSPITAL**

By: Scott Allan

Title: \_\_\_\_\_

Date: 10/10/2024

**SEIU HEALTHCARE 1199NW**

By:   
Jane Hopkins, RN

Title: President of SEIU Healthcare 1199NW

Date: 10/14/2024

**Memorandum of Understanding**

MHS and the Union will cooperate in a joint work group to identify, discuss, and evaluate recommendations regarding the Hospital Labor Management Committees (LMCs) and to what extent individual unit based committees may support the hospital LMCs. The work group will be limited to up to three (3) union represented employees (appointed by Union) and up to three (3) MHS leaders (appointed by MHS). HP, Labor Relations and SEIU staff will attend as appropriate to support the work group. The work group will convene within ninety (90) days of ratification and will conclude within ninety (90) days of initiation. Up to eight (8) hours of paid time will be provided for each represented employee participants. The work group will develop mutually agreed upon recommendations that will be referred to MHS leadership and the Labor Management Committee for further discussion. MOU sunsets 12/31/2024.

DATE:  
*Scott Allan* 10/10/2024  
Scott Allan  
Director of Labor & Employee  
Relations  
Multicare

DATE:  
*Jane Hopkins* 10/14/2024  
Jane Hopkins, RN  
President  
SEIU Healthcare 1199 NW

**Memo of Understanding**  
**Automated Clearing House (ACH) Dues Payment Process**


- 1) Effective within 30 days of receipt of a fully executed copy of this agreement, MHS will convert its SEIU dues payment process from a paper check to an Automated Clearing House (ACH) process.
- 2) The following will replace existing CBA language: During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional amounts including fees, back dues, and HLF/COPE contributions as specified by the Union and authorized by the employee. When the Employer has been notified by the Union that a member has executed a wage assignment form, the authorization form will be honored in accordance with its terms. The initiation fee, dues, and fees amount deducted will be transmitted to the Union by Automated Clearing House (ACH) transfer within seven (7) days of the pay date. The HLF/COPE amount will be transmitted separately to the Union by Automated Clearing House (ACH) transfer within 7 days of the pay date. The Employer will also provide a separate electronic register for initiation fee, dues, and fees and for HLF/COPE in Excel or other mutually agreeable format including the hospital or clinic name, employee name, employee ID number, the deduction amount and gross earnings for the period. Upon transmission of the ACH transfer to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.
- 3) This agreement applies to all current MHS collective bargaining agreements except for Navos Inpatient Services and Yakima Memorial Hospital (separate tax EINs).

Agreed:

DATE:

*Scott Allan* 10/10/2024  
Scott Allan  
Director of Labor & Employee  
Relations  
Multicare

DATE:

 10/14/2024  
Jane Hopkins, RN  
President  
SEIU Healthcare 1199 NW