

***“Any mention of SEIU is now UFCW 3000  
and a finalized agreement of this contract will  
be uploaded with correct changes soon”***

**EMPLOYMENT AGREEMENT**

By and Between

SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 1,  
D/B/A CASCADE VALLEY HOSPITAL

And

SEIU HEALTHCARE 1199NW  
(Professional, Technical, Skilled Maintenance  
and Service Employees)

February 20, 2023 – November 1, 2025

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## EMPLOYMENT AGREEMENT

### ARTICLE 1 – RECOGNITION

#### 1.1 Preamble.

This Collective Bargaining Agreement (“Agreement”) is made and entered into by and between Skagit County Public Hospital District No. 1, d/b/a Cascade Valley Hospital (the “Employer” or the “Hospital”) and SEIU Healthcare 1199NW (the “Union”). The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work and other working conditions of employment for the employees covered by this Agreement.

#### 1.2 Covered Job Classifications.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem employees in the job classifications listed in the wage scale at Appendix A; and EXCLUDING managers, supervisors, confidential employees, all other professional employees, temporary employees, financial employees, business office employees, information technology employees, clinic employees, employees in other bargaining units, and all other employees.

#### 1.3 New and Modified Positions.

If the Employer creates a new classification or substantially changes the requirements, responsibilities and duties of an existing classification, the Employer shall provide written notice to the Union, including the position description and a proposed rate of pay, at least twenty-one (21) days prior to the implementation of the new or revised position. If the Union requests, within twenty-one (21) days after receipt of notice, the parties shall meet to bargain the rate of pay. The Employer’s proposed rate for any newly created position shall be paid while negotiations proceed.

#### 1.4 Bargaining Unit and Employer Policy Regarding Job Title.

It is not the Employer’s policy to create jobs or job titles for the purpose of excluding employees covered by this Agreement from the bargaining unit.

#### 1.5 Successors.

The Employer agrees that if it enters into any agreement with a third party assigning all of the operations covered by the Agreement to that third party, Employer will provide the Union with written proof that it has secured a contractually binding commitment from said third party to (a) offer employment to all bargaining unit members employed at the time of the effective date of the assignment (“bargaining unit”) at wages and healthcare benefit levels no worse than those terms and conditions that exist under this Agreement, (b) that any offer of employment by the Third Party Employer is contingent on the bargaining unit member successfully completing standard background and pre-employment screenings, and (c) that upon written request by the Union within 21 days of the effective date of the assignment, the Third Party Employer will



recognize the Union as the bargaining representative of the bargaining unit and bargain over the terms and conditions of a successor labor agreement.

## ARTICLE 2 – UNION MEMBERSHIP; DUES DEDUCTION

### 2.1 Membership - Current Employees.

All employees subject to this Agreement shall elect:

- to become or remain members of the Union.
- to not become or not remain members of the Union.

Non-members have the option to pay or not pay an agency fee to the Union for representation services.

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

2.1.2 Hold Harmless. The Union will 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 action taken by the Employer to terminate an employee's employment pursuant to this Article.

2.1.3 Notification. The Employer shall make all employees after ratification and newly hired employees into the bargaining unit (including transfers) aware of the membership and dues deduction requirements/options.

### 2.2 Dues Deduction.

During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes the Employer's wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms unless an employee requests that the Employer stop deducting dues, in which case the Employer will notify the Union and will honor the employee's request except as otherwise specified in this Section 2.2. If the Union notifies the Employer within fourteen (14) days of the Employer's notice that the employee has agreed in an Authorization Form signed after June 27, 2018 to authorize the deduction of dues for a fixed period of time, not to exceed one year or the expiration of this Agreement (whichever occurs first), and if the Union provides a copy of the Authorization form, the Employer will then continue deducting dues from that employee's pay for the remainder of that fixed period of time, at which point the Employer will then automatically stop deducting dues. The Employer shall not be required to honor any agreement

by an employee to the automatic extension or renewal of an authorization to deduct dues for a fixed period of time after the employee has requested that the Employer stop deducting dues. The amount deducted will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each 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.

### 2.3 Voluntary Political Action Fund Deduction.

During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

### 2.4 Bargaining Unit Roster Update.

Each quarter, the Employer shall provide to the Union via secure email an alphabetical list in Excel (or other mutually agreeable format) of all employees covered by this Agreement as outlined in 2.4.1.

2.4.1 Roster Contents. The roster shall include, if available, each bargaining unit employee's: name (Last, First, Middle, in separate columns or separated by comma), address (City, State, and Zip Code), employee identification number, language preference, date of hire, rehire date (if applicable), shift, FTE, job classification, campus/worksites, unit, shift, job status (active or leave of absence), hours worked, hourly rate of pay, dues deduction amount, and bi-weekly gross earnings.

2.4.2 Monthly hires, terminations, and employment status change list. Each month via secure email, the Employer will provide an Excel (or other mutually acceptable format) list of all employees in the bargaining unit who have had employment status changes (including termination of employment). This list shall include the same data as the roster described in Article 2.4.1, plus termination date (if applicable), transfer date (if applicable), and whether each employee remains in the bargaining unit.

### 2.5 Non-Discrimination.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union. Neither the Union nor its members shall in any way discriminate against

an employee because of the employee's Union membership, or the employee's decision to forego Union membership.

## 2.6 Negotiations.

Subject to patient care requirements, the Employer will make a good faith effort to provide unpaid release time for employees participating in Union negotiations (not to exceed one (1) employee per department/unit), providing the employee notifies the Department/Unit Director as soon as the employee has knowledge of future meeting dates.

## ARTICLE 3 – UNION REPRESENTATIVES

### 3.1 Access to Premises.

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances, contract compliance, and other matters directly related to the Union's representation of unit employees. Non-employee Union representatives may access employees' lounges, nursing units or other patient care areas only with advance, written approval from the Employer. A representative of management will accompany the Union representative through non-public areas. The Employer agrees that access to non-public areas will not be unreasonably restricted or denied; however, extant patient care needs and other circumstances within the relevant unit(s) will be considered in evaluating any request(s) for access to those areas. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Employer. Nothing in this article shall act to prohibit employees from engaging in discussions about Union matters, to the extent such discussions are permitted by law and Employer policy.

### 3.2 Officers/Stewards.

The Union shall designate its officers, stewards and alternate stewards from among employees in the bargaining unit. These officers and stewards shall not be recognized by the Employer until the Union has given the Employer written notice of their 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 times, and shall not interfere with the work of other employees. Subject to appropriate advance notice and scheduling requirements, Union Officers, Stewards and Contract Committee members may use PTO or unpaid leave to attend Union-sponsored training in leadership, representation and dispute resolution.

3.2.1 When the Employer or an employee calls a steward, during the steward's working time, to be present during an investigatory meeting; or when a steward attends a regular Labor Management Relations Cooperation Committee meeting during the steward's working time, the steward will be allowed to return to work after the conclusion of either meeting to work the remainder of their shift.

### 3.3 Bulletin Boards.

The Union shall be permitted to post Union notices relating to general Union activities on existing bulletin boards designated by the Employer on all units and departments. The existing number of designated bulletin board spaces will not be reduced, even if the Employer changes designated lounges. The Union will provide a copy of all posted materials to the Director of Human Resources or designee at the time of posting. All Union postings will conform to established practice by including the date of the posting; only current postings will be allowed (i.e., if the posting advertises an event, the posting will not be considered “current” after the date of the advertised event). Any posting the Employer identifies as outdated can be removed with prior notification to a Union steward or Union staff.

### 3.4 Meeting Rooms.

In accordance with Employer policy, the Union may use designated meeting rooms of the Hospital for meetings of the bargaining unit, provided sufficient advance request for meeting facilities is coordinated as designated by Human Resources and space is available.

### 3.5 New Employee Orientation.

During the orientation of new employees, the Employer will provide the opportunity for thirty (30) minutes at the end of the orientation for the Union and its designated Union steward and/or Union representative to discuss information about the Union and the terms of this Agreement. Only the new employee shall receive pay for thirty (30) minutes. A list of new hires in the bargaining unit, with the employees’ names, phone number (if provided), job titles and department, will be emailed to the Union on the Friday prior to the orientation scheduled.

### 3.6 Printing of Agreement.

The Union will pay for printing sufficient copies of this Agreement for distribution by the Union. The Employer will make a meeting room available for Union representatives to distribute copies of this Agreement on a mutually agreeable date and during a mutually agreeable time. The Employer will maintain a link within the employee access section of the Employer’s website to an electronic copy of this Agreement.

### 3.7 Union Leave.

Elected employee officers and appointed Union steward will be allowed up to a maximum of thirty (30) calendar days of unpaid leave per calendar year provided that, as solely determined by the Employer, it does not conflict with patient care or staffing considerations, the employee requesting such leave submits a written leave request at least thirty days in advance and, unpaid leave is taken in full day increments. With agreement of the employee and the employee’s manager, Union leave in excess of the amount discussed above may be permitted. Employees may elect to use PTO for this purpose in accordance with current policy and the terms of this Agreement.

## ARTICLE 4 – DEFINITIONS

### 4.1 Full-Time Employee.

An employee who is regularly scheduled for forty (40) hours a week during a seven (7) consecutive day period, or eighty (80) hours during a fourteen (14) consecutive day period.

### 4.2 Part-Time Employee.

An employee who is regularly scheduled for less than forty (40) hours per week during a seven (7) consecutive day period, or less than eighty (80) hours during a fourteen (14) consecutive day period. Benefit eligibility distinctions may exist between part-time employees based upon their number of regularly scheduled hours of work.

### 4.3 Introductory Period Employee.

An introductory period employee is an employee who has been continuously employed for:

1.0 FTE employees: less than 120 days

0.41-.99 FTE employees: less than 160 days

0.4 FTE or less employees, including per diems: less than 90 days of actual work

The Employer has the sole discretion to extend an employee's probationary period up to an additional thirty days. During the probationary period, a probationary employee may be terminated or disciplined without notice and without recourse to the grievance procedure. The Employer will notify the union if probation is extended.

### 4.4 Per Diem Employee.

An employee who does not have a position with an assigned FTE, and who is utilized on an as-needed basis when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absences. Per diem employees must be available to be scheduled four (4) shifts per monthly schedule, including at least one weekend day or night shift per month. Per diem employees must also be available to be scheduled at least two holidays per year, with at least one of those holidays being Thanksgiving, Christmas Day, New Year's Eve, or New Year's Day. Per Diem employees who fail to make themselves available for the minimum required number of shifts may in the Employer's sole discretion be warned in writing upon the first occurrence and may be administratively terminated for subsequent failure to make themselves available. Per Diem employees who are not scheduled by the Employer to work any shifts during a 6-month period may be administratively terminated. Administrative termination may occur regardless of whether the employee has identified that they are available to work. Employees administratively terminated pursuant to this paragraph do not have Just Cause rights under Article 5.1.1. Per diem employees are paid a wage premium of 15% in lieu of benefits, provided, however, that per diem employees shall be eligible for standby, callback pay, shift differentials, holiday, and weekend premium pay. Per diem employees are not eligible for group insurance or other benefits. Per diem employees do not have seniority rights. A full-time or

part-time employee who changes to per diem shall retain previously accrued seniority and the benefits in their Extended Illness Bank (EIB) bank pending return to full-time or part-time status. After a return to full-time or part-time status, previously accrued seniority and EIB accruals shall be reinstated for wage and benefit eligibility purposes. Per diem employees who believe they are working a regular schedule, and who would like to discuss the creation of an FTE for that schedule, will be permitted to bring their concern to the Labor Management Relations Cooperation Committee and have the concern placed on the agenda for the next meeting of that committee.

#### 4.5 Lead Employee.

Lead Employees are non-supervisory bargaining unit employees who have, as a condition of their job, enhanced responsibilities relative to their job classification. Discrete examples of lead duties include, but are not limited to, training employees within their job classification, monitoring and reporting on work performed, and preparing and maintaining reports related to administrative matters. Lead Employee is a job designation; lead duties are not tasks assigned or performed on a shift-by-shift basis. Unit employees who occasionally and/or irregularly perform duties that may also be performed by Lead Employees will not be considered Lead Employees within the meaning of this provision.

4.5.1 Employees working in a lead designation or a Lead job title shall receive a differential to address their enhanced responsibilities in addition to the regular wage for their job classification, as determined by the wage scale in Appendix A. Specifically leads working in existing lead designations as of the ratification of the 2022-2025 CBA will earn the same lead rate as the matching Lead job titles in the UFCW bargaining unit at Skagit Valley Hospital. Any Lead Job Title or lead designation that is added to the bargaining unit during the term of this Agreement shall be paid \$1.50 per hour above the regular wage for their respective step for their job classification.

#### 4.6 Temporary Employee.

A temporary employee is someone hired (or engaged through an agency) on an interim basis for seasonal coverage (e.g., holidays; vacations), to staff projects anticipated to be of limited duration, or to cover positions temporarily vacated by full- or part-time staff due to unanticipated vacancies, authorized leaves of absence or emergency conditions. Unless covering for a bargaining unit employee on an authorized leave of absence, temporary employment generally will not extend beyond nine (9) calendar months. Temporary employees are excluded from the bargaining unit and are not covered by this Agreement.

#### 4.7 Preceptor.

At the time a new employee is hired, a student outside of the Diagnostic Imaging Department is in training without a clinical instructor on site, or an existing employee is transferred, promoted or cross trained into a bargaining unit position in a department/unit new to that employee/student, the manager will assign an experienced employee to orient that new employee. Further, the manager at their discretion may assign a preceptor. A preceptor is an experienced employee who provides oversight during clinical practice and helps translate theory

to practice for students and eligible co-workers (the “learners”). A preceptor works with a learner for a period of time defined by their department to assist the learner in acquiring new competencies required for practice. A preceptor must set expectations, provide feedback about the learner’s performance, and give appropriate opportunities for the learner to meet their learning objectives. The preceptor and the learner will be enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Based on the learner’s prior experience, a decision will be made by the manager as to whether an assignment of preceptor(s) or a general orientation will be applicable. An employee who does not wish to participate as a preceptor will not be penalized for that decision, provided there are qualified employees willing and available to precept to meet the Employer’s requirements. The preceptor pay premium will be one dollar (\$1.00) per hour for scheduled assignments. Employees receiving lead pay are not eligible for preceptor pay at the same time. It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support, guidance and orientation for new employees as well as training of current employees on procedures, protocols, processes, etc., and such general assistance shall be considered part of the new employee’s orientation and shall not be considered precepting within the scope of this provision.

#### 4.8 Service Hours.

Service Hours include the following productive and nonproductive hours: straight time hours worked; overtime (or other premium) hours worked; Paid Time Off (PTO) hours used; Extended Illness Bank (EIB) hours used; holiday hours worked; low census hours; paid Jury Duty; paid Bereavement Leave; and paid hours for attendance at mandatory in-services, department/unit meetings or Labor Management Relations Cooperation Committee (LMRCC) meetings. For purposes of this Agreement and the method of computing accruals of PTO, EIB, seniority, and other conditions of employment, except as otherwise provided in this Agreement, a “month” shall be defined as one hundred seventy-three point three (173.3) Service Hours, and a “year” shall be defined as two thousand eighty (2080) Service Hours.

### ARTICLE 5 – EMPLOYMENT PRACTICES

#### 5.1 Work Unit Orientation.

The Employer will provide both a general orientation coordinated by Human Resources and a work unit orientation program for bargaining unit employees related to the department/unit where the employee is regularly assigned. Work unit orientation may vary by department/unit and job classification, depending upon factors such as job functions, prior experience and established competencies.

5.1.1 Job Descriptions. The Employer will provide, and maintain on the Employer’s intranet, each employee electronic access to their current job description.

#### 5.2 Notice of Resignation.

Regular employees shall be required to give at least twenty-one (21) days’ written notice of resignation. Failure to give notice shall result in loss of accrued but unused PTO benefits.

5.2.1 Notice of Termination. Employees who have completed the required probationary period shall receive twenty-one (21) calendar days' notice of termination or three (3) weeks' pay in lieu thereof, except in cases of discharge for just cause.

### 5.3 Discipline and Discharge.

No full-time or part-time employee who has successfully completed the Introductory Period shall be disciplined or discharged except for cause. "Cause" shall include the concept of progressive and corrective discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not apply, however, when the seriousness of the offense requires immediate suspension or discharge. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. An employee may request the attendance of a Union officer or steward during an investigatory meeting which may lead to disciplinary action.

### 5.4 Personnel File.

Personnel records will be maintained by Human Resources for each employee. Information contained in the personnel record will include: employment application and supporting materials; performance appraisals; licenses; training records; letters of recommendation and recognition; and records of disciplinary action. By appointment, employees may inspect their personnel records. Employees will be given the opportunity to provide a written response to any written evaluation, disciplinary actions or other materials included in the personnel file and such comments shall be included in the employee's personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of work), reason for termination, change in employment status, pay, or shift and leaves of absence shall be in writing with a copy given to the employee upon request.

If the employee corrects the unacceptable performance/behavior identified in the disciplinary action within a personnel file and there is no further disciplinary action of any kind for at least two (2) years, all documentation concerning the original disciplinary action (with the exceptions noted below) will be considered null and void and may not be used for any purpose (such as further discipline, consideration of a transfer or promotion request, etc.), and the employee may request that it be removed from the employee's employment record. Documentation related to non-compliance of Medicare/Medicaid rules or other governmental programs or rules, or violations of the Employer's Sexual Harassment or other forms of discriminatory conduct will not, at the sole discretion of the Employer, be removed from an employment record.

5.4.2 Employee Access to Personnel Records. Information retained by the organization will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of recommendation and recognition, and records of disciplinary action. Every effort will be made to make these records available within 72 hours. If records cannot be made available within 72 hours, employees will receive notice of when material will be available and an explanation for the delay. A Human Resources representative will be in attendance for any review. Documentation regarding employment



conditions, such as rate of pay, unit, shift, hours of work, reason for termination, change in employment status, and leaves of absence, shall be maintained. Upon request, an employee will be given a copy of any material in the employee's record. Employees may respond in writing to any documents contained in their record.

#### 5.5 Evaluations.

Each employee will be provided a job description which will serve as the basis for the employee's performance evaluations. All employees will be evaluated in writing prior to completion of the Introductory Period. Thereafter, written evaluations will occur on an annual basis. Interim evaluations may be conducted as may be required. The evaluation is a tool assessing the skills and competencies of the employee and for improving and recognizing the employee's performance. Bargaining unit employees will be evaluated using the processes and procedures developed and maintained by the Employer for its workforce generally. Employees will be given electronic access to their evaluation. Employees will be required to sign the evaluation acknowledging receipt. 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.

#### 5.6 Job Openings.

When job openings occur within the bargaining unit, seniority shall be the determining factor in filling such vacancies provided that skill, competence, and ability are considered equal in the opinion of the Employer. In the selection process, the Employer's objective is to select the most highly qualified applicant for the position. "Qualified" shall be defined as the education, training, experience, documented past performance, and other job-related criteria as described in the position job description as determined by the Employer. Where there is a job classification with multiple levels, like I and II, transfers within the department/unit will be given preference in filling job openings. The Employer shall post notices of positions to be filled on the applicant portal of the web-based employment application system in advance of filling the position (this does not preclude the Employer from also posting such notices in additional locations). Notice of job openings shall be posted on the Employer's website five (5) days in advance of filling except that the Employer, at its discretion, can fill the vacated position with an internal applicant that has the required qualifications after two (2) days. Notification will be given to applicants not selected for the position when the successful applicant begins work. To be eligible for transfer, the employee must have successfully completed their Introductory Period (as defined above in § 4.3) in their current position and must not be on a written warning or disciplinary probation. The Employer, at its discretion, may waive the requirement to have completed the Introductory Period based on patient care needs. 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 as to when the employee will be placed in the position.

5.6.1 Employee Transfers. Employees shall be required to give at least twenty-one (21) calendar days' written notice of transfer to their current manager. The effective date of transfer must coincide with the start of a pay period, following the twenty-one (21) day notice period. Employee transfers will occur at the end of the twenty-one (21) day period, except under

exceptional circumstances due to patient care considerations. Some examples of appropriate patient care considerations are that a department will go without enough staff to provide an essential skill set or patients will be diverted. Chronic staffing shortages will not be considered exceptional circumstances. If the transfer is not made in twenty-one (21) days, the employee will be notified in writing. In any case the transfer will be made within ninety (90) days. Management will consider a variety of solutions, including the use of temporary coverage, to ensure that transfers occur in accordance with this section.

5.6.2 Department Transfers. Internal applications will be considered before other applications, and internal transfer applications from within the unit/department will have preference over applications by employees not within the unit/department. When a position can be filled from within the unit/department, a house-wide posting may be waived by the employer. Units and departments are defined by management. A list of units and departments will be submitted to the Joint Labor Management Cooperation Committee on at least an annual basis.

5.6.3 Post-Transfer Introductory Period. An employee who obtains a position in a new classification pursuant to Section 6.4 shall serve a ninety (90) day trial period after their start date in the employee's new assignment. The employee shall receive an evaluation at the end of the ninety (90) day trial period. The trial period may be extended by agreement between the employee and the Employer for a period of up to thirty (30) days. If at the end of the trial period the employee is unable to perform satisfactorily in the opinion of the Employer or if the employee so chooses, the employee shall be returned to the employee's former job provided that the former job still exists and is vacant. If the former job has been eliminated or the position has been filled, the employee will be eligible for other vacant positions for which the employee is qualified or shall be released from duty, placed on the reinstatement roster, and provided with recall rights in accordance with Section 6.2 (Layoff).

#### 5.7 Additional Hours.

Part-time and per diem employees desiring to work additional shifts shall notify the department or unit manager or designee in writing indicating their availability. The Employer retains the right to determine whether such an employee will be scheduled or offered additional shifts considering relative skills necessary or the assignment. The Employer will make a good faith effort to ensure that additional shifts are assigned equitably and on a rotating basis among staff for the duration of the schedule.

#### 5.8 Evaluation of Status.

Any per diem employee working forty-eight (48) hours or more per two (2) week period during the most recent sixteen (16) weeks may request to Human Resources to have their status reviewed and can potentially be reclassified from per diem to an employee with an FTE. Any changes in status approved by the Employer will be consistent with the seniority provision of this Agreement.

Any employee with an FTE who is working .2 FTE or more than their budgeted FTE during the most recent sixteen weeks may request to Human Resources to have their budgeted FTE reviewed and can potentially have their FTE adjusted.

## 5.9 Non-Discrimination.

The Employer agrees to enact practices that promote equity, diversity, and inclusion in the workplace, including regular equity and diversity training for all employees. In addition, there shall be no unlawful discrimination or harassment or retaliation against any employee by the Employer or Union because of race, color, creed, national origin, religion, sex, age, disability, marital status, sexual orientation, veterans or military status, genetic information, gender identity, or other legally protected status or Union membership or rejection of Union membership. The matters set forth herein shall be interpreted consistent with the requirements of the Employer and Union under applicable law. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

## 5.10 ID Badges and Badge Reels.

ID badges and badge reels will be provided by the Employer; if a badge or badge reel is damaged at work a new one will be provided within a reasonable time at a South (Arlington area) facility. Alternatively, an employee can request that the new badge reel be provided by inter-office mail.

5.10.1 In the event that an employee's badge is lost, employees shall be eligible to receive up to one (1) replacement badge every twelve (12) months at no cost.

## 5.11 Public Emergency.

In the case of an official state of emergency declared by an applicable government body/public official, creating special circumstances affecting the operations of the Employer, the Employer and Union, upon request, will bargain the effects and meet regularly but not less than monthly.

## 5.12 Telecommuting.

With mutual agreement between the employee and employer, the Employer, at its discretion, may implement telecommuting arrangements with staff whose job duties the Employer concludes are conducive to working from home. Management will notify the employee of telecommuting expectations.

## 5.13 Donning and Doffing.

For areas where donning and doffing of hospital attire is required at work, employees will be given a reasonable amount of time (seven (7) minutes maximum) at the start and end of their shift to change clothing before they are expected to report to their primary work station.

# ARTICLE 6 – SENIORITY-LAYOFF-RESTRUCTURE-LOW CENSUS

## 6.1 Definition.

Employer seniority shall mean an employee's continuous Service Hours in the bargaining unit from most recent date of hire. Employer seniority shall not apply to an employee until completion of the required Introductory Period. Upon satisfactory completion of this Introductory Period, the employee shall be credited with Employer seniority from most recent

date of hire into the bargaining unit. Service Hours as an employee of the Employer shall be used to determine PTO, EIB, and other benefit accruals. Service Hours in a unit/department (“departmental seniority”) shall be used to determine seniority for purposes of layoff, equitable low census rotation, and as a tie breaker under Section 5.6. If an employee is moving between departments the employee will keep their seniority status.

6.1.1 Semiannual Seniority Roster Update. The Employer will post electronically on the Employer’s intranet an updated CVH seniority and job title seniority list by March 15, 2023 (January 15<sup>th</sup> in subsequent years) and July 15<sup>th</sup> or if that date falls on a weekend, then on the next regular business day and employees shall have thirty (30) days from the date of posting to request a correction of any information on the posting by contacting the Employer’s human Resources. The Employer will provide a copy of the lists to the union at the time of electronic posting.

## 6.2 Layoff.

A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer for any reason including restructuring. A layoff may also occur if there is a mandatory reduction in scheduled hours, FTEs and/or change of shift. Layoffs shall be by job classification within a department (or if the department is divided into units, within the unit) based on departmental seniority. In the event of a layoff, the employee(s) with the least amount of departmental seniority in the affected job classification 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 employees in those job classifications in the departments or units affected by the layoff. Agency personnel, travelers and Introductory Period employees within the affected department or unit will be released prior to laying off regular full- or part-time employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Open (vacant) positions within the job classification affected by a layoff will not be filled during the period beginning with the notice of layoff through the date of the layoff.

6.2.1 Return to Previous Department. If the employee(s) subject to lay-off had transferred from another department within the previous six (6) months, the employee may return to the previous department, provided that there is an open position for which they are qualified. If the open position is the same position the employee left, they shall be placed on the step in the wage scale they occupied at the time they transferred. If the open position is different from the position the employee(s) held when they transferred, the employee(s) will be placed on the wage scale based on their relative experience.

6.2.2 Layoff Notice. Thirty (30) days’ advance notice of layoff will be given to the Union and to employees subject to layoff (or pay to the employee in lieu thereof, prorated for part-time employees) except for unforeseeable conditions preventing such notice which are beyond the Employer’s control. If laid off employees have accrued but unused PTO, it will be paid with the pay day corresponding to their layoff date. The Union shall receive a seniority roster, together with a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and unit, employment status (FTE), and shift. Upon request, the Employer and the Union will meet for the purpose of reviewing the order of layoff.

6.2.2.1 Layoff Severance Pay. Upon completion of the probationary period, any full-time or part-time employee subject to layoff may elect to voluntarily terminate employment with the Employer and receive severance pay as set forth below. Any employee electing this option shall not have recall rights. Employees are eligible for severance prorated to the employee's FTE. The severance pay shall be paid to the employee in a lump sum on the employee's last paycheck.

6.2.2.2 Severance Calculation. Employees shall receive eighty (80) hours of base pay as severance. In addition, an employee shall receive an additional forty (40) hours of base pay plus any applicable shift differential for each subsequent 365 days of continuous employment up to a maximum aggregate amount of 240 hours of base pay.

### 6.3 Recall.

Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Employees on the reinstatement roster are responsible for reviewing posted job openings on a weekly basis. To be considered for the open positions, the employee on the reinstatement roster must apply on-line and separately notify the Recruitment Coordinator that the employee's application was submitted. However, when vacancies occur within such employee's prior job classification, they will be reinstated in the reverse order of the layoff providing skill, competence and ability are considered substantially equal in the opinion of the Employer. If an employee is offered recall to a position in the employee's prior job classification which is not comparable (i.e., different department/unit, FTE, or shift), the employee may decline recall without loss of seniority or position on the reinstatement roster.

6.3.1 Notification to Employer. Employees on layoff must keep the Employer notified of a current email address and telephone number and respond to the Employer's job offer within seven (7) days following direct contact with the Employer or written notice sent by email. If the employee fails to do so, the employee's name shall be eliminated from the reinstatement roster and the Employer's recall commitments shall terminate. At the time a recall notice is issued, the Employer will notify the Union via email.

6.3.2 Per Diem Work. An employee on the reinstatement roster shall be eligible for per diem work. Acceptance of per diem work while on layoff shall not affect the employee's placement on the reinstatement roster.

6.3.3 Vacant Positions. An employee on the reinstatement roster may apply for a vacant position in a different job classification in the same manner as any other regular employee, pursuant to Sections 5.8 and 6.3.

6.3.4 Employment Status During Layoff. An employee on the reinstatement roster shall retain the employee's previously accrued seniority and EIB benefits accrued to the date of commencement of layoff, but that employee shall not accrue seniority and benefits while on layoff. Upon reinstatement to a full- or part-time position, the employee shall have previously accrued seniority and EIB benefits restored and the employee shall again commence accruing seniority and, where applicable, benefits.

#### 6.4 Subcontracting.

The Employer reserves the right to make any and all contracts permitted under law which it, in its sole discretion, deems appropriate. However, the Employer shall not resort to contracting for services as a method of discriminating against the Union. Therefore, the Employer shall not contract for services presently provided by its employees except and only in those instances (1) when it determines that existing operations cannot practically and/or economically continue to be performed by existing employees, or (2) when it determines that a substantial reduction in operating costs can be accomplished. Where provided in the law, prevailing rates shall apply. Further, in order that the Union may be afforded a proper opportunity to respond, the Employer shall notify the Union in writing by certified mail or e-mail at least thirty (30) days in advance of anticipated award of any contract that would reduce, terminate or cause to be laid off any employees covered by this Agreement. Said notice shall state the reason, nature, and scope of the proposed contract. Upon request, and within the notice period, the Union shall be granted an opportunity to meet with a responsible Employer representative in order to present their concerns regarding any such proposal to contract service.

#### 6.5 Termination.

Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same classification, department/unit, FTE, and shift) offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

#### 6.6 Low Census.

Low census is defined as a temporary decline in staffing needs during a work shift in a particular department/unit. During periods of low census, the Employer may first ask for volunteers from those scheduled for the affected shift within the job classification before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably using department/unit seniority among all employees on the shift starting with the least senior employee first, providing skills, competence, ability and availability are considered equal as determined by the Employer.

Mandatory low census will be limited to no more than sixty (60) hours per employee per six (6) month period. The six (6) month period is defined as: January 1st to June 30th and July 1st to December 31st. Once the sixty (60) hour cap has been reached, the employees will be permitted to come to work and perform tasks as assigned, which may include special projects, education, etc.

6.6.1 During periods of low census, employees within a job classification on the affected shift in a department/unit will be released from work in the following order:

- (a) Agency Employees,
- (b) Employees working extra shifts above their FTE or "overtime,"
- (c) Volunteers,
- (d) Per diem Employees,

- (e) Full-time and part-time employees (including Introductory Period employees) rotated equitably by shift as provided for in Section 6.5.

6.6.2 Low Census/On Call. Low census on call applies when an employee agrees to or is required, instead of working, to be placed on call for the duration of the scheduled shift. The employee must be able to report to the hospital within one hour of being called into work. Low census hours count towards benefits and Service Hours unless it is an extra shift above the employee's regular FTE.

NOTE FOR CLARIFICATION. For example: if an employee is scheduled 0700-1530 and is called off at 1000 due to low census, the employee receives Service Hours for the remainder of the scheduled shift. Then, the employee can be placed on call for the remainder of the employee's shift if needed, or simply remain on low census.

## ARTICLE 7 – HOURS OF WORK AND OVERTIME

### 7.1 Workday.

The normal workday shall consist of eight (8) hours' work, ten (10) hours' work (see Appendix B), or twelve (12) hours' work (see Appendix C), to be completed within the applicable number of consecutive hours plus required meal breaks.

### 7.2 Work Period.

The normal work period shall consist of either forty (40) hours of work within a designated seven (7) day period (the "work week") or eighty (80) hours of work within a designated fourteen (14) consecutive day period (the "8/80 work period"). The normal work period applicable to an employee will be documented in the Employer's Human Resources Information System (currently Epicor). Normal work periods begin at 7:00 a.m. Monday and end at 7:00 a.m. on Monday.

### 7.3 Innovative Work Schedules.

An innovative schedule is defined as a workday or schedule that requires a change, modification, or waiver of any provisions of this Agreement. Innovative work schedules may be established in writing by mutual agreement between the Employer and the employee involved. However, prior to the implementation of other innovative work schedules, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where any innovative schedules are utilized by the Employer, the Employer retains the right to revert back to the eight (8) hour workday (or the work schedule which was in effect immediately prior to the innovative work schedule), after at least two (2) weeks' advance notice to the employee.

### 7.4 Work Schedules.

The Employer retains the right to adjust work schedules to maintain a safe, efficient and orderly operation. Work schedule changes may occur from time to time, resulting from several causes, such as, but not limited to, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and/or emergency conditions.

Monthly work schedules shall be posted on or before the twentieth (20<sup>th</sup>) of the month preceding the next scheduled monthly work period. Requests for days off must be submitted in writing to an employee's department manager/designee no later than the tenth (10<sup>th</sup>) of the month preceding the month in which the requested days off would occur. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on a posted work schedule may be changed only by mutual consent of the supervisor and employee after posting.

## 7.5 Overtime.

If the employee's normal work period is the forty (40) hour work week system, overtime shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for time actually worked in excess of forty (40) hours in one work week.

7.5.1 For employees on the 8/80 system, overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for time actually worked beyond the normal workday or eighty (80) hours in the fourteen (14) consecutive day work period.

7.5.2 Double time will be paid at the employee's base rate of pay to employees on the 8/80 system for consecutive hours actually worked in excess of twelve (12) consecutive hours, once eighty (80) hours have been worked in the fourteen (14) consecutive day work period, and to employees on the forty (40) hour work week system pursuant to Article 9.7, Work After Shift Premium.

7.5.3 Time paid for but not worked (such as PTO, EIB, Jury Duty, Bereavement Leave, standby while on low census, scheduled standby, or paid hours for educational offerings that are not required by the Employer) shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervisor. Rounding of time worked for purposes of computing overtime shall be in accordance with the Employer's time and attendance system. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). Overtime and double time shall not apply to time spent for "educational" purposes that are not required by the Employer (CE days, education leaves or educational offerings, etc.).

## 7.6 Meal/Rest Periods.

Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092), this Agreement, or as agreed by employees in individual units or shifts. The Employer shall follow RCW 49.12.480. Employees working shifts of more than five (5) hours shall be allowed an unpaid meal period of one-half (1/2) hour for every five hours that they work. Employees required by the Employer to remain on the Hospital's premises during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall be allowed a paid rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time. Employees shall immediately contact their supervisor (or designee) in the event they determine that they may be unable to take their meal period or a rest break, so that other arrangements may be made. If a meal and/or rest period is missed the employee must



report the missed meal and/or rest period and the reason for it/them in the Employer's designated timekeeping/records system.

#### 7.7 Weekends.

Employees will be paid a weekend premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked on the weekend. The weekend is defined as Friday at 11:00 p.m. to Sunday at 11:00 p.m.

#### 7.8 Rest Between Shifts.

In scheduling full- and part-time Surgical Technologists, and twelve (12) hour shift employees, except for those who are scheduled for call, the Employer will make a good faith effort to schedule each twelve (12) hour shift employee and Surgical Technologist with at least twelve (12) hours off duty between shifts. In the event a twelve (12) hour shift employee or Surgical Technologist on scheduled call is required to work with less than twelve (12) hours off duty between shifts, all time actually worked within this twelve (12) hour period shall be at time and one-half. This section shall not apply, however, to twelve (12) hour shift employees or Surgical Technologists who trade shifts, split shifts, or self-schedule for their own convenience. To assist in timely payment of this premium, the employee should notify their manager of the missed rest time. An employee otherwise eligible for rest between shift pay may request to be released for all or a portion of the next scheduled shift. The employer will make a good faith attempt to arrange for coverage so that the employees request may be granted. The employer may utilize low census to send employees home when manager or designee believe an employee shall be relieved for duty due to inadequate rest between shifts for repeated or lengthy call backs.

#### 7.9 Shift Rotation.

Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without first seeking volunteers. If no one volunteers, the Employer will rotate shifts based on department/unit seniority by job classification on an inverse seniority basis among qualified full- and part-time employees until the staff vacancies are filled. Once the least senior employee has fulfilled a rotational shift, their name shall be placed on the top of the seniority list and the next least senior employee shall fill any upcoming shift. If an employee to be rotated would work overtime as a result, the next least senior employee would be rotated instead, and the initial employee to be rotated would remain at the bottom of the seniority list.

### ARTICLE 8 – COMPENSATION

#### 8.1 Wage Rates.

8.1.1 Across-the-Board Base Increases for Bargaining Unit Employees Employed at the Time of Ratification. Effective at the beginning of the second full payroll period after ratification by both parties ~~February 20, 2023~~, each and every bargaining unit employee covered by this Agreement at the date of ratification shall adopt the wage scale for their respective job classification under the UFCW CBA at Skagit Valley Hospital. No employee shall suffer a loss in pay as a result of this conversion.

The following positions shall receive the following effective at the beginning of the second full payroll period after the effective date of this agreement unless otherwise noted below:

- Anesthesia Technician: A three percent (3%) base wage increase.
- Dietician: A lump sum bonus equivalent to a three percent (3%) base wage increase, calculated as though they will work their assigned FTE. The lump sum bonus will be paid **at** on March 9, 2023.
- Surgical Services Assistant I: The base wage increase required to match the OR Assistant II job classification under the UFCW CBA at Skagit Valley Hospital.
- Surgical Services Assistant II: The base wage increase required to match the CNA job classification under the UFCW CBA at Skagit Valley Hospital.

8.1.2 A 3.25% base wage increase for all Job Titles effective November 6, 2023.

8.1.3 A 3% base wage increase for all Job Titles effective November 11, 2024.

Nothing in this Agreement prohibits the Employer, at its sole discretion, from increasing wages for all employees in a job title.

## 8.2 Pay Administration.

8.2.1 Employees Hired After Effective Date. The Employer will determine the initial placement of bargaining unit employees hired after the effective date of this Agreement. The Employer may consider relevant factors like education, skills, equivalent experience, length of service and performance in relevant prior jobs, challenges in recruiting particular job classifications, market analyses, and the Employer's finances when making such initial placements of new hires on the wage steps for the applicable job classification.

8.2.2 Date of Implementation. Wage increases and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the second full payroll period on or after the effective date of this Agreement and any subsequent dates referenced herein.

## 8.3 Wage Premium in Lieu of Benefits – Regular Full-Time and Part-Time Employees (≥ 0.5 FTE to 1.0 FTE).

Full-time and part-time benefit-eligible employees (e.g., at least 0.5 FTE) may elect a 15% wage premium in lieu of certain benefits (the "per diem premium"). This election must occur within the first ten (10) days of employment or annually on dates designated by the Employer.

The per diem premium on the base rate of pay shall replace all group insurance benefits and paid leaves (PTO, EIB, other forms of paid leave or paid time off, but not Washington Paid Sick Leave as described in Section 11.6), as well as all premium pay practices except overtime, double time, time and one-half pay for work on recognized holidays, shift differential, callback pay, and standby pay.

Employees assigned an FTE of 0.5 FTE to 1.0 FTE who elect to waive the medical insurance as part of the per diem premium election must provide satisfactory written evidence that they are covered by other comprehensive group medical insurance that is approved and recognized by the Employer's group medical insurance program.

#### 8.4 Wage Premium in Lieu of Benefits – Per Diem Employees and Part-Time Employees (< 0.5 FTE).

Employees who are per diem or who are assigned a part-time FTE of < 0.5 FTE are ineligible for most benefits and they receive 15% wage premium on their base rate of pay in lieu of benefits.

This per diem premium on the base rate of pay shall replace all insurance benefits and paid leaves (PTO, EIB, other forms of paid leave or paid time off), but not Washington Paid Sick Leave as described in Section 11.6, as well as all premium pay practices except overtime, double time, time and one-half pay for work on recognized holidays, shift differential, callback pay and standby pay. Washington Paid Sick Leave cannot be waived.

#### 8.5 Changes in PTO-eligible Status.

8.5.1 Change to Per Diem or Part-Time (<0.5 FTE) Status. Full-time or part-time employees whose statuses change to Per Diem or Part-Time (<0.5 FTE) are not eligible to accumulate hours in their PTO bank as of the date of the status change. The employee would begin to accrue WASL hours as described in Section 11.6 as of the date of the status change. The employee will be able to use the prior accrued PTO hours that are Paid Sick Leave (PSL)-designated PTO in accordance with Section 11.3.1. Effective the calendar year after an employee changes status to Per Diem or Part-Time (<0.5 FTE), their PSL-designated PTO will be subject to a carryover limit of 40 hours at the end of the year. Any unused accrued paid time off not designated PSL-PTO shall be paid to the employee at the time the employee changes to per diem status.

8.5.2 Change from Per Diem or Part-Time (<0.5 FTE) Status. If a Per Diem or Part-Time (<0.5 FTE) employee who is not eligible for PTO benefits becomes eligible to accrue PTO, then the employee will no longer accrue WASL hours as described in Section 11.6 as of the date of the status change, and will begin to accrue PTO hours as of the date of the status change. The employee will be able to use accrued WASL hours until they are exhausted, but must use PSL-designated PTO before using WASL hours.

8.5.3 Change in PILB Election. When a benefit-eligible employee elects the per diem premium, all previously accrued EIB benefits shall be held in reserve pending return to benefit-eligible status. Previously accrued EIB benefits will be reinstated if the employee returns to benefit-eligible status at a future date. The employee will be able to use prior accrued PTO hours that are PSL-designated PTO in accordance with Section 11.3.1. Effective the calendar year after an employee elects the per diem premium, their PSL-designated PTO will be subject to a carryover limit of 40 hours at the end of the year. The employee may continue to use accrued PTO not designated as PSL-PTO or cash it out by the end of the calendar year in which the employee elected the PILB premium.

8.6 Change in Job Classification.

An employee promoted or transferred into a new job classification will serve an Introductory Period, and the Employer will determine the employee's starting pay in the new job classification, as provided in Section 5.6.1.

8.7 Anniversary/Step Increases.

For purposes of computing longevity (wage) steps, a "year" shall be defined as 1664 hours of work or twelve (12) months, whichever comes last, and shall be moved to the next higher wage step effective the start of the following pay period.

8.8 Pay Interval.

The Employer pays employees on a bi-weekly basis. The pay period begins on a Monday and continues for fourteen (14) calendar days, ending on a Sunday. Employees will generally receive their pay for that pay period on the first Thursday following the last Sunday in the pay period.

ARTICLE 9 – OTHER PAY PRACTICES

9.1 Compensation Related Definitions.

9.1.1 Base Rate of Pay. An employee's base hourly rate excluding all premium pay, shift differentials and pay-in-lieu-of premiums.

9.1.2 Normal Rate of Pay. An employee's base hourly rate plus any applicable shift differential and excluding all other premiums, pay-in-lieu-of, and overtime pay.

9.1.3 Regular Rate of Pay. That rate of pay as defined and determined in accordance with federal and state law used in calculation of statutory overtime and 8/80 overtime.

9.2 Shift Differential.

Employees scheduled or assigned to work the second (3:00 p.m. – 11:30 p.m.) shift shall be paid a shift differential over their hourly rates of pay. Employees scheduled or assigned to work the third (11:00 p.m. – 7:30 a.m.) shift shall be paid a shift differential over the hourly rates of pay. Employees scheduled or assigned to work day shifts scheduled between 7:00 a.m. and 5:00 p.m. will not receive shift differential for their regularly scheduled shift. However, if such day shift employees work for more than one-half (1/2) hour before 7:00 a.m. or more than one-half (1/2) hour past 5:00 p.m., they will be paid shift differential for actual hours worked in advance of or after their scheduled day shift that otherwise qualify for shift differential.

Shift Differential for evening shift shall be two dollars and twenty-five cents (\$2.25) per hour and the night shift differential shall be three dollars and twenty-five cents (\$3.25) per hour.

### 9.3 Standby Pay.

The Employer has the right to determine whether, and if so, which employees will be assigned or scheduled for standby duty. All employees scheduled in advance for standby or assigned standby status off the Employer's premises shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour. All employees on standby are expected to respond promptly to calls and return promptly to work when needed (e.g., the employee's normal commuting time). Standby duty shall not be counted as hours worked for purposes of computing overtime, seniority, Service Hours, or eligibility for benefits. Employees called into work from scheduled on call and low census on call status shall continue receiving on call pay.

### 9.4 Callback Pay.

9.4.1 Scheduled Standby General Practices. Travel time to and from the Employer shall not be considered time worked. If a callback minimum for a job classification is payable at time and one-half, such premium pay shall only apply to those hours actually worked in advance of the start of the scheduled shift, where such employees are called into work in advance of a scheduled shift. Additionally, during any callback minimum, if the employee has one or more patients or tasks to perform, all are included in the original callback minimum. There shall be no pyramiding or duplication of callback pay and an employee shall not be paid twice for the same time. Employees who are called back to work from scheduled standby must keep a detailed record of their actual hours worked during each callback.

9.4.2 Other Standby. If an employee is called back from standby to work, the employee will be paid at one and one-half (1 1/2) times the employee's normal rate of pay. Employees called back shall be paid a minimum of two (2) hours or the actual number of consecutive hours worked, whichever is greater. Employees cannot receive call-back pay for more than two (2) hours within any two-hour period of time.

### 9.5 Multiple Job Classifications.

If an employee is employed in more than one position in different job classifications, the employee will be paid for the hours actually worked in each position in accordance with the applicable wage rate. If such employee's total hours worked exceed the overtime standard, overtime will be calculated on the wage rate in effect at the time the overtime hours were worked. If the combined FTE of the multiple positions qualify the employee to accrue PTO and EIB benefits, when such benefits are used they are paid at the primary job's hourly base rate of pay (e.g., the base hourly rate of the position in which the employee has the greatest FTE). For purposes of this section, an employee holds more than one position if that employee holds a separate FTE or per diem status in each position and is separately scheduled for each position.

### 9.6 Unscheduled Call-In Pay.

Unscheduled call-in occurs when an employee who is not scheduled to work and is not on scheduled standby is called into work.

Non per diem employees called in unscheduled shall receive a minimum of two (2) hours of pay at the rate of one and one-half (1 1/2) times the employee's hourly rate. If an employee is called

in for unscheduled work (as defined above), the Employer may not low census that employee within the same pay period solely to avoid paying overtime (i.e., not supported by patient census).

9.7 Work After Shift Premium.

Employees will receive two times their base rate of pay for all consecutive hours worked after three (3) or more hours beyond their shift they were scheduled or requested or agreed to work except that employees regularly scheduled or requesting or agreeing to work a 12-hour shift will receive two times their normal rate of pay after thirteen (13) consecutive hours of work. This premium does not apply to employees who are on scheduled standby.

ARTICLE 10 – HOLIDAYS

10.1 Recognized Holidays.

The following holidays are recognized under this Agreement:

NEW YEAR'S	December 31 at 1900 to January 1 at 1930
MEMORIAL DAY	Last Monday in May (starting at 1900 the Sunday evening before through 1930 of the holiday)
INDEPENDENCE DAY	July 4 (starting at 0700 July 4 through 0730 July 5)
LABOR DAY	First Monday in September (starting at 1900 the Sunday evening before through 1930 of the holiday)
THANKSGIVING DAY	Fourth Thursday in November (starting at 1900 the evening before through 1930 of the holiday)
CHRISTMAS EVE	December 24 at 0700 to December 25 at 0730
CHRISTMAS	December 25 at 0700 to December 26 at 0730

10.2 Worked Holiday.

Employees required to work on a recognized holiday shall be paid at a premium rate of one and one-half (1 1/2) times the employee's normal rate of pay for all hours worked on the recognized holiday.

10.3 Scheduling of Holiday Work.

Holiday work shall be scheduled by the Employer in accordance with each department/unit's practices.

10.3.1 Priority Scheduling. Thanksgiving, Christmas, and New Year's shall be scheduled on a rotational basis. If Thanksgiving, Christmas, or New Year's falls on an employee's scheduled day, and they want that holiday off, they must submit an appropriate

request in order to be scheduled off that day. Employees who worked the requested holiday the year before will be given priority for scheduling purposes, and the Employer will make a good faith effort to ensure the request is honored.

10.3.2 PTO Payment. PTO-eligible employees who work on a recognized holiday may request payment of PTO for the hours they were scheduled to work on a recognized holiday. If an employee is not scheduled to work on a recognized holiday, and the recognized holiday falls on the employee’s regularly scheduled shift, a PTO-eligible employee must use available accrued PTO.

ARTICLE 11 – PAID TIME OFF (PTO)

11.1 Paid Time Off.

Upon hire, full-time employees, as well as part-time employees with 0.5 to 0.9 FTE, shall be eligible to use Paid Time Off (PTO) benefits. Eligible hours of work for accrual purposes include all hours actually worked, temporary reduction of hours, and paid hours except for hours on stand-by. Accrual begins at the eligible employee’s date of hire or change to PTO-eligible status. Part-time employees (0.5 FTE to 0.9 FTE) accrue PTO on a prorated basis. The following chart shows the PTO accruals for a full-time employee hired on or before February 1, 2019:

Effective Dates for Accrual Rates (For purposes of PTO, a year is defined at 1664 Service Hours or 12 consecutive calendar months, whichever comes last)	Maximum PTO Accruals Per Year	Per hour	Non-PSL Maximum
Hire – 2 years	200	0.09615	336
3 years	208	0.10000	352
4 – 5 years	248	0.11923	432
6 – 7 years	256	0.12308	448
8 years	264	0.12692	464
9 years	272	0.13077	480
10 years	280	0.13462	496
11 – 12 years	288	0.13846	512
13 – 14 years	296	0.14231	528
15 + years	304	0.14615	544

The following chart shows the PTO accruals for a full-time employee hired after February 1, 2019.

Effective Dates for Accrual Rates (For purposes of PTO, a year is defined at 1664 Service Hours or 12 consecutive calendar months, whichever comes last)	Maximum PTO Accruals Per Year	Per hour	Non-PSL Maximum
Hire – 4 years	192	0.09231	320
5-9 years	232	0.11154	400
10 years+	272	0.13077	480

Employees who were PTO-eligible prior to February 1, 2019 and have a change in status after February 1, 2019 (other than a reduction to an FTE of less than 0.5, or a transfer to per diem status) will retain the PTO accrual rates applicable to employees hired prior to February 1, 2019. Employees will move from one accrual year to another on the first pay period following 1664 hours or 12 months, whichever is later, in the prior accrual year.

PTO may be used after it is accrued. At least once a year, an employee is encouraged to schedule themselves to be absent using PTO at least seven (7) consecutive calendar days in accordance with the provisions of 11.2 below. No more than the equivalent of one anniversary year’s worth of PTO may be accumulated at any one time (excluding PSL-designated PTO). After the maximum PTO accrual is accumulated, no further PTO (except for PSL-designated PTO) is accrued until the employee has used enough PTO to reduce their PTO balance below their maximum accumulation. All PTO used must be approved by the employee’s Manager or designee. PTO may not be taken before it is actually earned and cannot be cashed out, except as provided in Sections 11.3, 11.4 or 11.5. PTO is paid at the employee’s normal rate of pay.

Use of PTO for FMLA or Washington Family Care Act purposes, or bereavement reasons (as long as the employee follows the bereavement policy) will not count as an absence from work or an occurrence under the attendance policy.

### 11.2 PTO Vacation Scheduling.

PTO needs to be scheduled in advance for vacation and other foreseeable personal time off (collectively “vacation”) so as to minimize disruption in the Employer’s services. The Employer retains the right to schedule PTO for vacations in such a way as will least interfere with patient care and workload requirements of the Employer. Employees need to present written requests for vacations as far in advance as is possible. Employees requesting a full week or more off may receive priority over employees requesting individual days off. Late vacation requests shall not disrupt vacations already approved. Employees will receive a response after a vacation request is submitted within twenty-one (21) days. Vacations will only be approved based on anticipated accrued PTO for benefit-eligible employees. It is the responsibility of the employee to ensure they have adequate PTO in their bank when the actual vacation time is taken. Employees who accrue PTO may not take vacations without pay. Employees who do not accrue PTO must still request unpaid time off in advance for vacations or other personal reasons, and such requests may not be approved where they prevent the scheduling of PTO use by PTO-eligible employees or interfere with patient care and workload requirements of the Employer. A yearly planning calendar may be provided to each department/unit by December 31<sup>st</sup> of the preceding year to



assist PTO-eligible employees in scheduling their vacations. Criteria for approving vacations for PTO-eligible staff include, but are not limited to: the employee who has had the least vacation in the past twelve (12) months, equitable rotation of vacation time among the department/units' staff, and the employee's departmental seniority, in that order. Employees are expected to consult their department/unit's vacation planning calendar prior to submitting requests. Holiday work schedule rotation takes precedence over PTO vacation scheduling.

### 11.3 PTO Use.

Before accessing EIB, Employees must use available accrued PSL if they have it, and PTO if they do not have PSL, during the first 16 hours they are absent due to personal or family member illness or injury, unless immediate access to EIB benefits is allowed under Section 12.4.3. Employees must also use available accrued PTO when taking scheduled time off. However, if the employee has been called off from a scheduled shift and assigned standby of any length, the employee may request to not use PTO. PTO will be paid for low census unless the employee makes a request to their Kronos Manager not to use PTO for assigned low census time. Time scheduled off after the schedule is posted must be replaced by the employee with straight time up to their FTE. Taking time off without using PTO could affect the employee's eligibility for benefits.

11.3.1 PTO Designated for Paid Sick Leave. The Employer will designate 64 hours of PTO hours as PSL-designated PTO. Employees may use PSL-designated PTO for the purposes of the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq. ("PSL Law") as described below, or for any other type of leave (e.g., vacation).

Usage. PSL-designated PTO must be taken for the following purposes and for any purpose required under law, including:

(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

(ii) To allow the employee to provide care for a family member (as defined in RCW 49.46.210) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

(iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

(iv) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

Absences. Use of PSL-designated PTO for these reasons will not count as an absence from work or an occurrence under the attendance policy.

Rate of Pay. While using PSL-designated PTO, employees will receive their normal rate of pay. Use of PSL-designated PTO is not considered hours worked for purposes of accrual or calculating overtime.

Notice. If the need for use of PSL-designated PTO is foreseeable, the employee must provide notice at least ten days, or as early as practicable, in advance of the use of such PTO.

If the need for PSL-designated PTO is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee must provide notice to the employer as soon as possible before the scheduled start of their shift, unless it is not practicable to do so. If it is not practicable for the employee to provide notice, the employee's designee may do so.

If the need for PSL-designated PTO is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee or the employee's designee must give oral or written notice to the Employer no later than the end of the first day that the employee takes such leave.

Certification and Verification. It may be necessary to ask for medical certification or verification that an employee has used PSL-designated PTO for a reason allowed under this article. In general, medical certification will be required for all medical leave taken under our Family and Medical Leave article, even when PSL-designated PTO is used. Medical certification will also be required as necessary and allowed under applicable law to administer workers' compensation.

In circumstances that do not qualify as leave under the Family and Medical Leave article or workers' compensation, employees will generally be asked to verify their use of PSL-designated PTO after they have been absent for more than three required workdays. Requested verification may include documentation from the employee's doctor or other healthcare provider.

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

#### 11.4 PTO Cash Conversion.

Employees may request to buy out their accrued PTO using the Buyout form provided by the Employer. The employee's request must be approved by their department Director or Manager. Approval will be based on an analysis of the employee's total accrued PTO, the amount of PTO requested to be bought out, and the employee's recent vacation usage.

To be eligible for PTO buyout, the employee must maintain at least 40 hours of PSL-designated PTO. Employees may make up to two requests for PTO buyout for PTO that is not PSL-designated PTO per calendar year. Employees may request to buy out PSL-designated PTO at the end of each calendar year, provided that they maintain a minimum of 40 PSL-designated PTO hours to be rolled over. The total aggregate buyout amount for one year cannot exceed the employee's buyout limit listed on the Buyout Request form. PTO buyout requests related to

emergent need that exceed the requesting employee's buyout limit must be approved in advance by the Executive Committee and signed off by the chief executive in HR, but in no event may the employee request a buyout that would reduce PSL-designated PTO below 40 hours or for such PSL-designated PTO buy out to occur before the end of the year. An example of an emergent need that would likely be approved is paying for a catastrophic deductible due to an unplanned hospital stay. Examples of the kinds of requests that would not likely be approved are making a house or property tax payment.

#### 11.5 Payment Upon Termination.

Upon termination, an employee who has successfully completed the Introductory Period and has given a minimum of twenty-one (21) calendar days' notice, shall be paid for accrued but unused PTO.

#### 11.6 Washington Paid Sick Leave.

Non-benefitted Per Diem employees and employees who elect to receive pay in lieu of benefits are ineligible for PTO under Section 11.1. The Employer will provide such employees with paid sick leave coverage as required by the PSL Law. Non-benefitted employees shall accrue 1 hour of Washington Paid Sick Leave ("WASL") for every forty hours the employee works (.025 per hour). Accrual will begin at the employee's date of hire or change in eligibility status as described in Section 8.5. An eligible employee may use accrued WASL hours after 90 days of employment. Non-benefitted employees may use their WASL benefit as described and in accordance with the provisions in Section 11.3.1. WASL hours may not be cashed out under any circumstances.

### ARTICLE 12 – EIB

#### 12.1 Accumulation.

EIB shall be accrued by PTO-eligible employees on each hour worked, at the rate of four (4) hours per month (equivalent to forty-eight (48) hours per year) for a full-time employee up to a maximum of five hundred twenty (520) hours (seven hundred twenty (720) for employees hired prior to May 23, 2010). Part-time employees (0.5 FTE to 0.9 FTE) accrue EIB on a prorated basis. EIB benefits shall accrue from the date of hire, but an eligible employee shall not be entitled to use accrued EIB until successful completion of the Introductory Period.

#### 12.2 Notification.

Any payment of EIB benefits for the time off due to personal or family member illness or injury shall be subject to notification of absence which shall be given to the Employer in conformance with departmental procedures at least two (2) hours in advance of the employee's scheduled shift.

#### 12.3 Absence Verification.

The Employer reserves the right to require reasonable written proof of personal or family member illness or injury. Employees using EIB benefits on an unscheduled basis may be subject

to progressive discipline for absenteeism and/or tardiness in accordance with the Employer's Attendance Policy and Procedures.

#### 12.4 Use of EIB.

EIB shall be paid at the employee's hourly base rate of pay for an illness, injury or disability due to any cause which has actually incapacitated the employee from working including pregnancy, miscarriage, abortion and childbirth. EIB may be used for personal or family member illness in accordance with Washington State Law as detailed in the Employer's Personnel Policies. EIB shall be paid at the employee's hourly base rate of pay.

12.4.1 EIB Access. Employees may use EIB on the 17<sup>th</sup> hour of a scheduled/unscheduled absence due to the same injury or illness of themselves or a covered family member.

12.4.2 Employees Who Become Ill During Scheduled PTO. Employees who become ill during scheduled PTO may use EIB on the 17<sup>th</sup> hour of the same illness with reasonable proof of illness.

12.4.3 Immediate Access of EIB. Employees who are absent due to their own or a family member's hospitalization, admission for day surgery; emergency treatment for an illness or injury which is life threatening or one that must be treated promptly to avoid adverse health consequences, or pre-scheduled surgical procedure that requires anesthesia and a recovery period, may access EIB at the beginning of such absence.

In cases where an employee has multiple absences for a single illness, EIB may be accessed and used for all occurrences, relapses or sequelae related to that illness provided that those absences commence within 14 calendar days from the first occurrence for that illness.

If, however, the illness meets the criteria of a "serious health condition" as defined by the Family and Medical Leave Act (e.g., cancer), the employee may utilize EIB for all subsequent occurrences of the illness after the first sixteen (16) hours of PTO are utilized.

#### 12.5 Workers' Compensation.

An employee may utilize accrued EIB without first using sixteen (16) hours of PTO time when the absence is authorized by a Human Resources designee because of an employee's qualified work injury or occupational illness. In such cases, EIB and PTO are used for any absences during the waiting period before worker's compensation time loss benefits are payable, as well as thereafter to cover the difference between worker's compensation time loss benefits and the employee's hourly base rate of pay. If an employee is unable to return to the employee's job of injury, but can perform temporary, limited, or modified ("Light") Duty as approved by the employee's treating physician, the employee may be provided Light Duty and paid at the employee's base rate of pay plus any applicable premiums. Time limits for Light Duty are determined by the Employer on an individual case-by-case basis as determined by state and federal guidelines.

## ARTICLE 13 – GROUP INSURANCE AND OTHER EMPLOYEE BENEFITS

### 13.1 Health Insurance.

Regular full-time and part-time employees (0.5 to 1.0 actual FTE) shall be eligible to participate in the Employer-sponsored group health insurance programs, providing medical, surgical, hospital, vision, and dental insurance benefits, subject to specific plan eligibility requirements.

The Employer reserves the right to terminate current plans within Premera Blue Cross and to substitute a different health insurance plan. In such circumstance the Employer will notify the Union in writing at least ninety (90) days before the proposed open enrollment period, and upon request by the Union, meet and bargain over the change to a new plan(s). If the Union does not request to meet and/or does not schedule a meeting with the Employer within thirty (30) days of the written notice, the Union will waive the right to bargain.

#### Employee-Only Coverage

The employee-only monthly premium contribution for full time and part time employees (0.75 to 1.0 actual FTE) shall be 5% of the monthly employee-only premium. The Employer shall pay 95% of the monthly employee-only premium of the selected plan.

The Employer's contribution towards the employee-only premium for eligible part-time employees (0.5 to 0.749 actual FTE) will be prorated at 50% of 95% of the monthly employee-only premium of the selected plan, with the employee making up the difference.

#### Dependent Coverage

Employees may elect and pay for a portion of the dependent coverage. The employee's monthly premium contribution for full-time and part-time employees (0.75 to 1.0 actual FTE) shall be 40% of the monthly premium for dependent coverage of the selected plan. The Employer shall pay 60% of the monthly premium for dependent coverage of the selected plan.

The Employer's contribution towards the dependent coverage premium for eligible part-time employees (0.5 to 0.749 actual FTE) will be prorated at 50% of the 60% of the monthly premium for dependent coverage of the selected plan, with the employee making up the difference.

### 13.2 Life Insurance.

Employees who are eligible to and have enrolled in the Employer's group medical insurance program, may also enroll in a basic group life insurance program.

### 13.3 Retirement and Deferred Compensation Plans.

Employees who meet the eligibility requirements may participate in the Employer's sponsored Retirement and Deferred Compensation Plans and receive Employer matching contributions, as determined by the plan documents, which the Employer may maintain on a unilateral basis.

### 13.4 Other Benefits from Washington Law.

The Employer will implement the Washington Paid Family and Medical Leave program and the Washington Long-Term Care Act for SEIU-represented employees in the same manner as the Employer implements the program for non-SEIU represented employees.

## ARTICLE 14 – LEAVES OF ABSENCE

### 14.1 Statutory Leaves.

14.1.1 The Employer will provide eligible employees with the following leaves of absence in accordance with applicable laws:

- 14.1.1.1 Family Medical Leave (FMLA) (including parental leave).
- 14.1.1.2 Military Leaves (including military spouse leave).
- 14.1.1.3 Domestic Violence, Sexual Assault, and Stalking Leave.
- 14.1.1.4 Washington Family Leave Act (FLA).
- 14.1.1.5 Washington Family Care Act.
- 14.1.1.6 Washington State Pregnancy Disability Leave.
- 14.1.1.7 USERRA – Military Leave.

14.1.2 Administration of such leaves will be in accordance with the Employer's policies for those leaves. If the applicable leave law conflicts with the Employer's leave policy, the former will control.

### 14.2 Non-FMLA Medical Leave.

Employees who are ineligible for FMLA leave but need time off from work due to their own serious illness or injury may be granted a non-FMLA medical leave. Non-FMLA medical leave is unpaid unless the employee has available PTO and EIB (which, if available, must be used during this leave consistent with the PTO and EIB sections of this Agreement). Where the employee's condition qualifies as a disability, these leaves will be administered according to general principles of reasonable accommodation. Employees must give notice to and request non-FMLA medical leave promptly from the Human Resources Department.

#### 14.3 Personal Leaves of Absence.

The Employer will provide eligible employees with unpaid personal leaves of absence, including leaves of absence to take a position with the Union, in accordance with the Employer's policies for such leave in existence at the time the leave is requested.

Personal Leaves of Absence will not exceed 90 days. If the leave is for more than forty-five (45) days except for when taking Union leave, the employee's job will not be held however the employee will be considered an internal candidate for forty-five (45) days after the end of the designated leave period for positions which the employee is qualified. If the employee is offered a position which the employee does not accept or the 45-day period elapses, whichever occurs first, the employee will be automatically terminated from employment.

#### 14.4 Bereavement Leaves.

Up to seven (7) workdays shall be allowed for the death in the immediate family of the employee. Leave must be taken within twelve (12) months of the death unless otherwise arranged and approved with the employee's manager. There does not need to be a funeral or other kind of service. Immediate family shall be defined as grandparent, parent, spouse, life partner, sibling, child, grandchild, stepparent, stepchild, stepsibling, or the in-law equivalent of parent, child, grandparent, sibling, or persons living together in the same household in a relationship which is substantially comparable to the aforementioned. The employer may require an employee to provide documentation of the relative's death and family relationship. Any days scheduled to be worked during the time taken off for bereavement will be paid at the normal rate of pay.

#### 14.5 Jury Duty.

Unless job responsibilities require it, the Employer will not ask or encourage an employee to be excused from or postpone a call to jury duty. If an employee is required to perform jury duty, the employee will be paid the difference between the employee's regular pay and the amount he/she receives from jury duty, excluding travel allowances, up to a maximum of one calendar week. Thereafter, an eligible employee may use PTO. If PTO is exhausted or unavailable, the balance of the jury duty is unpaid.

Night and evening shift employees called to jury duty will be temporarily reassigned to the day shift. Employees who normally work day shifts are expected to work their regular schedule on any day the employee is not required to be present in court. An employee must provide the employee's supervisor with a letter or other confirmation from the court clerk indicating the time served and the amount of compensation paid by the court for jury duty.

#### 14.6 Employee Convenience Days.

All regular employees that accrue non-PSL-designated PTO shall be permitted to take as planned or unplanned PTO up to the number of days outlined below off per year without pay (an "employee convenience day"), to be scheduled pursuant to Section 11.2. Employees who wish to use Employee Convenience Days for planned PTO must specify that in their PTO request. Employee convenience days do not carry over from one calendar year to the next calendar year.

Employees shall have up to three (3) days per calendar year.

## ARTICLE 15 – COMMITTEES

### 15.1 Labor Management Relations Cooperation Committee.

The Union and the Employer recognize and jointly agree that it is in the best interests of the community, the employees, the Employer and the Union to provide for positive and cooperative dialogue in the workplace in a way that enhances the appropriate identification, discussion and resolution of workplace issues and concerns. To help achieve this concept, the parties agree to create a Labor Management Relations Cooperation Committee (LMRCC), as provided by this Article.

15.1.1 LMRCC Composition. The LMRCC shall be comprised of up to five (5) Employer representatives and up to five (5) Union representatives (four (4) of whom must be employees). With mutual agreement, either the Employer or Union may bring other attendees as each party deems necessary to explore appropriate issues.

15.1.2 LMRCC Meeting Schedule. The LMRCC shall meet no more than every two (2) months, or more or less frequently, as mutually agreed. The Committee shall operate under guidance of co-chairs, one (1) to be selected by the Employer and one (1) by the Union. The co-chairs shall prepare a common written agenda for each meeting; however, failure to place an item on the agenda shall not preclude the Committee from addressing any issue by mutual agreement.

15.1.3 LMRCC Function. The LMRCC is designed to serve as a communications vehicle for the Union, employees, and Employer to promote open and positive dialogue on a wide range of issues relating to the workplace. It is advisory in nature. As such it will not discuss individual grievances or complaints, nor will it engage in collective bargaining. Meetings shall run no more than two (2) hours, as necessary, and authorized employee members in attendance during their regularly scheduled work hours shall be compensated for time in attendance. On an annual basis, the LMRCC shall also be consulted for nominees for election to the Employer's Safety Committee.

15.1.4 Staffing. The parties endeavor to provide a level of staffing consistent with safe patient care and the needs of the community. Staffing shall be an appropriate topic for discussion at the LMRCC.

## ARTICLE 16 – STAFF DEVELOPMENT

### 16.1 In-service Education.

Periodic in-service education programs may be offered with programs posted in advance. The postings will indicate if attendance is voluntary or mandatory. Topics to be offered may be suggested by the LMRCC. Employees will coordinate with their supervisor their attendance at an in-service, whether voluntary or mandatory, which is scheduled during their scheduled



workday. Mandatory in-service programs will be scheduled in an effort to accommodate varying work schedules.

#### 16.2 Job Related Study.

After one (1) year of continuous employment, permission may be granted for an unpaid leave of absence without pay for job related study, without loss of previously accrued benefits, providing such leave does not jeopardize Employer service. Upon requesting reinstatement, the employee will be offered the first available opening for which the employee is qualified.

#### 16.3 Approved Expenses.

When the Employer requires the employee to attend an off-site educational program, the Employer will pay approved expenses that are directly related to the program in accordance with the Employer's policies and procedures.

#### 16.4 Professional Development Leave.

Regularly scheduled employees who have been employed for at least one year and who hold an FTE of 0.5 or greater and who occupy positions for which CEUs are required by a regulatory agency are allowed paid educational leave time of up to twenty-four (24) hours per calendar year or the monetary equivalent to be reimbursed upon receipt and verification of CEU completion. Such leave time must be pre-approved by the employee's manager and will be subject to the Employer's scheduling needs on the employee's unit. Unused educational time may not be carried over from one calendar year to the next. Professional Development Leave will be paid at the employee's base rate of pay. Hours spent participating in voluntary professional development will not be counted as hours worked for purposes of calculating overtime.

### ARTICLE 17 – HEALTH AND SAFETY

#### 17.1 Health Testing, Screening, and Vaccination.

All employees will participate in the Employer's health screening and vaccination programs consistent with state law, the Centers for Disease Control (CDC) requirements and recommendations and the Employer's occupational health policies and procedure, unless an employee has an approved exemption. The Employer will address additional occupational health needs consistent with state and federal requirements and, as appropriate, consistent with the recommendations and guidelines of the Centers for Disease Control (CDC), local and state health departments, and community standards. The Employer will provide through its facilities the following vaccinations and screenings, as recommended by national and local health guidance for the employee's role, at no cost to employees: influenza, COVID, Tdap, Hepatitis "B", Hepatitis "A", Varicella and Measles, Mumps and Rubella (two courses), PPD skin tests, and any vaccinations or screenings required for the employee by the employer's Employee Health Department. If the employee does not complete the series repetition per Employer policy, re-immunizations will be at the employee's expense unless extenuating circumstances exist.

## 17.2 Health and Safety.

The Employer remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure.

## ARTICLE 18 – GRIEVANCE PROCEDURE

### 18.1 Grievance.

A “grievance” is defined as an alleged breach by the Employer of the terms and conditions of this Agreement. If a grievance arises during the term of this Agreement, it shall be processed through the procedure in this Article. Verbal counseling may not be grieved. Any time limits specified in this Article may only be extended by mutual written consent between the Union and the Employer. If a grievant does not comply with time limitations noted in this Article, this shall operate to make a grievance null and void. If the Employer does not comply with any time constraints in this Article, the grievant shall be entitled to proceed to the next step of the grievance procedure.

### 18.2 Grievant.

Either an employee(s) or the Union may grieve under this Agreement. While an employee’s grievance must be processed through Steps I through III of the procedure, the Union may institute a group grievance on behalf of members of an entire unit, department, or clinic for non-disciplinary violations of an express term of this Agreement at Step II of the grievance procedure within thirty (30) calendar days from the date the Union became aware (or reasonably should have become aware) that a group grievance existed. If a group grievance is filed on behalf of an entire unit, department, or clinic, then individual aggrieved employees need not be named on the grievance form. For a group grievance, the Union shall bring up to five (5) informed and impacted members to each of the scheduled meetings defined in the process below.

### 18.3 Grievance Procedure.

It is the desire of the parties that grievances should be settled informally whenever possible, and this should normally occur at the first level of supervision. If informal measures do not resolve a grievance, it shall be processed by employees and the Union, as follows:

18.3.1 Step I: Employee – Department Director. If an employee has a grievance, the employee shall first present the grievance in writing to the Department Director or Manager, as applicable (or designee) within thirty (30) calendar days from the date the employee became aware (or reasonably should have become aware) that the grievance existed. The written grievance must contain a description of the alleged problem, including the grievant(s) name(s) and position, the provision in the contract alleged to have been violated, the date it occurred, and the specific remedy desired by the grievant (e.g., reinstatement, mitigation of discipline and, if applicable, categorized back pay, calculated if reasonably possible). The Department Director or Manager, as applicable (or designee) and Employer Human Resources Staff shall attempt to meet within fourteen (14) calendar days to seek to resolve the matter with the employee (and a Union Steward, if requested by the employee). After such Step I meeting, the Department Director or

Manager, as applicable (or designee) shall have twenty-eight (28) calendar days to issue a written Step I reply.

18.3.2 Step II: Employee – Vice President – Operations or Clinical. If the matter is not resolved to the employee’s satisfaction in Step I, the employee is required to appeal the grievance in writing and shall present the written grievance to the employee’s Vice President – Operations or Vice President – Clinical, as applicable (or designee) within fourteen (14) calendar days of the Department Director’s (or designee’s) Step I written reply. The Step II grievance must contain a description of the alleged problem, including the provision in the contract alleged to have been violated, the date it occurred, and the remedy desired by the grievant. A conference between the employee (and a Union Steward and/or Union Representative, if requested by the employee) and the Vice President – Operations or Vice President – Clinical (or designee and Employer Human Resources Staff) shall be held within fourteen (14) calendar days, if possible, of receipt of the Step II grievance. After such Step II meeting, the Vice President – Operations or Vice President – Clinical, as applicable (or designee) shall have fourteen (14) calendar days to issue a written Step II reply.

18.3.3 Step III: Employee – COO. If the matter is not resolved in Step II to the employee’s satisfaction, the grievance may be referred in writing to the Employer’s COO (or designee) by a Union Representative within fourteen (14) calendar days after the Step II written reply. The written Step III grievance must contain an updated description of the alleged problem, all provisions of the contract allegedly violated, dates of the alleged violations and remedies sought. A conference between the employee and the COO (or designee), and others as desired by either party (i.e., Union Steward, Union Representative, Employer Human Resources Staff, and/or other Employer Management) shall be held within fourteen (14) calendar days, if possible, of receipt of the Step III grievance. After such Step III meeting, the Administrator (or designee) shall have fourteen (14) calendar days to issue a written Step III reply.

18.3.4 Step IV: Arbitration. If the grievance is not settled at the Step III level, the matter may be submitted in writing to arbitration by the Union. Such referral to arbitration must be within fourteen (14) calendar days after the grievant’s receipt of the COO’s (or designee’s) decision in Step III.

#### 18.4 Arbitrator Selection.

If the Union refers a matter to arbitration, the Employer and Union shall discuss the situation and attempt to agree on an Arbitrator. If within twenty-one (21) calendar days they are unable to mutually select an Arbitrator, then either party may request a sub-regional list from the Federal Mediation & Conciliation Service (FMCS) for seven (7) Arbitrators. On receipt of a list from FMCS, and, after the parties have reviewed the various Arbitrators, the parties shall toss a coin to determine first “strike” of an Arbitrator, and rotate thereafter. The person whose name remains at the end of the striking process shall be the Arbitrator.

#### 18.5 Arbitrator Authority.

The Arbitrator’s decision shall be final and binding on all parties and must be in compliance with local, state or federal law and regulation, which supersede this Agreement. The Arbitrator shall

have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but the Arbitrator shall be authorized only to interpret the existing provisions of the Agreement as they apply to the specific facts on the issue in dispute. The Arbitrator may not award punitive damages. The Arbitrator may not substitute the Arbitrator's own judgment for the Employer.

#### 18.6 Arbitrator Expenses.

Each party shall bear one-half (1/2) of the fee of the Arbitrator, and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, including each party being responsible for its own attorneys' fees and costs in any and all cases, and neither party shall be responsible for the expense of witnesses called by the other party.

### ARTICLE 19 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Hospital including but not limited to the right to select and hire employees; to require standards of performance and to maintain order and efficiency; to direct employees and to determine job descriptions, job assignments and working schedules; to determine minimum and preferred qualifications for job classifications; to determine job functions and job descriptions; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

### ARTICLE 20 – UNINTERRUPTED PATIENT CARE

It is recognized that the Employer is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to

end or avert same. Any employee participating in any strike, picketing, walkout, slowdown, or work stoppage will be subject to immediate discipline, including possible discharge. The Employer agrees that during this same time period, there shall be no lockouts.

## ARTICLE 21 – GENERAL PROVISIONS

### 21.1 State and Federal Laws.

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

### 21.2 Amendments.

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

### 21.3 Past Practices.

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

### 21.4 Complete Understanding.

The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 22 – DURATION

This Agreement shall become effective the second full pay period after ratification by both parties, ~~February 20, 2023~~, and shall remain in full force and effect through November 1, 2025, unless re-opened earlier by mutual consent. Should either party desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence within a reasonable period of time. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract. It is the express intent of the parties to this Agreement that this Agreement, unless extended by mutual agreement, shall terminate in its entirety on its expiration date, and is excluded from the provisions of RCW 41.56.123.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

SKAGIT COUNTY PUBLIC HOSPITAL  
DISTRICT NO. 1, DOING BUSINESS AS  
CASCADE VALLEY HOSPITAL

SEIU HEALTHCARE 1199NW

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX B – 10-HOUR SHIFTS

1. The normal workday shall consist of ten (10) consecutive hours of work plus 2 fifteen (15) minute paid rest breaks and one (1) unpaid meal period of one-half (1/2) hour.
2. The normal work week shall consist of forty (40) hours of work within a seven (7) day period.
3. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in one work week.
4. If an employee works more than three (3) hours consecutively beyond the end of their normal 10-hour shift, all additional consecutive hours worked shall be paid at the rate of double (2X) the employee's base rate of pay.
5. 10-hour shift employees scheduled to work on a recognized holiday will be paid at time and one-half (1 1/2) for all hours worked on the recognized holiday. Holiday premium pay shall be paid only for those hours worked on the recognized holiday as defined in Section 10.1.
6. A PTO-eligible employee working 10-hour shifts, who would usually be scheduled to work but was scheduled off on a recognized holiday, must use ten (10) hours of accrued PTO for the unworked recognized holiday.
7. PTO and EIB shall be used by 10-hour shift employees in 10-hour increments, to cover other full-day work absences, whether scheduled or unscheduled, to the extent accrued and applicable to the reason for the absence.
8. A 10-hour shift employee will be paid shift differential for actual hours worked on the evening or night shifts as defined in Section 9.1, and the weekend premium for actual hours worked on the weekend as defined in Section 7.7.
9. A 10-hour shift employee will be compensated for attendance at Employer-required off-site education programs. If they are required to attend on a day that they would otherwise be scheduled to work and the education is not at a Skagit Regional Health facility, they will be compensated for ten (10) hours at their base rate of pay. If they are required to attend on a day when they would not be working, they will be compensated for the length of time attending the off-site education program.
10. A 10-hour shift employee will be compensated for approved bereavement leave in accordance with the Employer's bereavement leave policy.
11. A 10-hour shift employee shall be compensated up to a maximum of forty (40) hours per full calendar week of jury duty at the employee's base rate of pay. If the 10-hour shift employee is not required to serve on a jury for the entire work week, the employee will be compensated for each day of jury duty at 8 hours at the employee's base rate of pay.



## APPENDIX C – 12-HOUR SHIFTS

1. The normal workday shall consist of twelve (12) consecutive hours of work plus three (3) fifteen (15) minute paid rest breaks and one (1) unpaid meal period of one-half (1/2) hour. Employees who work 12-hour shifts expressly agree to waive their second one-half (1/2) hour unpaid meal period.
2. The normal work week shall consist of thirty-six (36) hours of work (three 12-hour shifts) within a seven (7) day period.
3. Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in one work week.
4. If an employee works any more than one (1) consecutive hour beyond the end of their normal 12-hour shift, all additional consecutive hours shall be paid at the rate of double (2X) the employee's base rate of pay.
5. 12-hour shift employees scheduled to work on a recognized holiday will be paid at time and one-half (1 1/2) for all hours worked on the recognized holiday. Holiday premium pay shall be only for those hours worked on the recognized holiday as defined in Section 10.1.
6. A PTO-eligible employee working 12-hour shifts who would normally be scheduled to work but was scheduled off on a recognized holiday must use twelve (12) hours of accrued PTO for the unworked recognized holiday.
7. PTO and EIB shall be used by 12-hour shift employees in 12-hour increments to cover other full day work absences, whether scheduled or unscheduled, to the extent accrued and applicable to the reason for the absence.
8. A 12-hour shift employee will be paid shift differential for actual hours worked the evening or night shifts as defined in Section 9.1, and the weekend premium for actual hours worked on the weekend as defined in Section 7.7.
9. A 12-hour shift employee will be compensated for attendance at Employer-required off-site education programs. If they are required to attend on a day that they would otherwise be scheduled to work and the education is not at a Skagit Regional Health facility, they will be compensated for twelve (12) hours at their base rate of pay. If they are required to attend on a day when they would not be working, they will be compensated for the length of time attending the off-site education program.
10. A 12-hour shift employee will be compensated for approved bereavement leave in accordance with the Employer's bereavement leave policy.
11. A 12-hour shift employee shall be compensated up to a maximum of forty (40) hours per full calendar week of jury duty at the employee's base rate of pay. If the 12-hour shift employee is not required to serve on a jury for the entire work week, the employee will be compensated for each day of jury duty at eight (8) hours at the employee's base rate of pay.

## APPENDIX D – PROTECH TERMS AND CONDITIONS

1. Except as otherwise provided in this Appendix, all provisions of the Agreement apply to employees with the following job titles (“ProTech”), which will be referred to collectively as the “ProTech” group:

Anesthesia Tech  
Dietitian  
Echocardiographer  
Endo Tech  
Medical Lab Tech  
Medical Technologist  
Nuclear Medicine Technologist  
Pharmacy Tech  
Radiologic Technologist  
Radiology Tech II  
Radiology Tech III  
Respiratory Therapist - Vascular Access Specialist  
Respiratory Therapist Registered  
SPD Technicians  
Surgical Technologist  
Ultrasonographer

2. Lead Pay. ProTech leads working in existing lead designations as of the ratification of the 2022-2025 CBA will earn the same lead rate as the matching Lead job titles in the UFCW bargaining unit at Skagit Valley Hospital. Any Lead Job Title or lead designation that is added to the bargaining unit during the term of this Agreement shall be paid \$2.00 per hour above the regular wage for their respective step for their job classification.
3. Standby. ProTech employees scheduled in advance for standby or assigned standby status off the Employer’s premises shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour.
4. Callback from Scheduled Standby. If the Employer schedules ProTech employees in advance for standby, they will receive a minimum of three (3) hours of pay at the rate of one and one-half (1 1/2) times the employee’s hourly rate, when such employee is called into work from scheduled standby.

Memorandum of Understanding Regarding re Floating Between Facilities

An employee would be considered to be “floating” when the employee is sent to a unit/clinic or facility other than the employee’s primary assigned location. Employees who float between facilities and employees who float within their facility or across clinics will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee’s previous experience and familiarity with the unit/facility/clinic to which such employee is assigned. Employees will be expected to perform all job functions but will not be required to perform tasks or procedures specifically applicable to the unit/facility/clinic for which they have not been trained. All work performed by employees floated to a location that is under a different collective bargaining agreement shall be paid and subject to their home contract. Floating shall be a topic of the parties’ Labor Management Committee.

Employees will not be required to float from one acute care hospital to another (i.e., from Cascade Valley Hospital to Skagit Valley Hospital) unless an employee voluntarily agrees to do so, has been hired to do so, or is reasonably assigned to do so for training and/or competency purposes. Employees who float from one acute care hospital to another unless hired to do so will receive a premium of \$2.00 per hour of floating. Employees who do not volunteer for float assignments will suffer no prejudice.

SKAGIT COUNTY PUBLIC HOSPITAL  
DISTRICT NO. 1, DOING BUSINESS AS  
CASCADE VALLEY HOSPITAL

SEIU 1199NW

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Memorandum of Understanding re Mandatory On Call Hours

When Surgical Technologists and Anesthesia Technologists are on mandatory on call hours, such employees shall be paid at time and a half (1.5 times) their normal rate of pay when they work beyond their scheduled shift.

SKAGIT COUNTY PUBLIC HOSPITAL  
DISTRICT NO. 1, DOING BUSINESS AS  
CASCADE VALLEY HOSPITAL

SEIU 1199NW

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Memorandum of Understanding re Organizational Equity and Inclusion

1. The parties acknowledge the value of cultural competence and of culturally competent practices at Cascade Valley Hospital, as well as how cultural competence plays an important role in the work service workers perform.
2. The parties further recognize that the promotion of cultural competence will help serve the needs of the Cascade Valley Hospital community, including patients, visitors, and vendors.

The parties support the development of skills and practices that promote cultural competence. Therefore, culture competence will be a standing agenda item at meetings of the LMRCC. Should the parties agree that there is a need for training and education around cultural competency, a joint proposal shall be presented to the appropriate group at the Employer for funding.

SKAGIT COUNTY PUBLIC HOSPITAL  
DISTRICT NO. 1, DOING BUSINESS AS  
CASCADE VALLEY HOSPITAL

SEIU 1199NW

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Memorandum of Understanding re Four-Week Scheduling

Notwithstanding specific scheduling language in the Collective Bargaining Agreement, the employer may implement four-week scheduling for this bargaining unit at the same time and on the same terms that are applied to all employees of the Employer.

SKAGIT COUNTY PUBLIC HOSPITAL  
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SEIU 1199NW

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Memorandum of Understanding For re  
Labor-Management Committee Training

The parties agree that training is an important component of an effective Labor-Management Committee. The Union and employee members of the Labor Management Committee therefore agree to participate in Labor Management Committee training provided by the Federal Mediation and Conciliation Service, or if FMCS will not provide the training for a reasonable fee, then by the Public Employee Relations Commission, the costs of which will be equally split between the Employer and the Union. This training will be combined with the same agreed training for the Skagit Regional Health/UFCW 3000 bargaining unit at Skagit Valley Hospital.

The Labor Management Committee will meet for the first time after the 2022 negotiations within thirty (30) days after completion of the FMCS training.

SKAGIT COUNTY PUBLIC HOSPITAL  
DISTRICT NO. 1, DOING BUSINESS AS  
CASCADE VALLEY HOSPITAL

SEIU 1199NW

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Memorandum of Understanding re Trial Pay For Holdovers

For at least the first year of the 2022-2025 CBA, with the written permission of their manager or supervisor, employees will receive one and one-half (1 1/2) times the employee's regular rate of pay for time consecutively worked beyond their shift.

After the first year, either party can terminate this MOU with 60 days' notice.

SKAGIT COUNTY PUBLIC HOSPITAL  
DISTRICT NO. 1, DOING BUSINESS AS  
CASCADE VALLEY HOSPITAL

SEIU 1199NW

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Memorandum of Understanding For re  
On Call/Standby

The parties agree that the employee who is scheduled for an on call/standby shift will be called in over sick/call out list employee to be called in for the shift that the on call/standby employee is on call for. The employee shall not receive callback pay for hours worked before the scheduled on call/standby shift.

SKAGIT COUNTY PUBLIC HOSPITAL  
DISTRICT NO. 1, DOING BUSINESS AS  
CASCADE VALLEY HOSPITAL

SEIU 1199NW

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LETTER OF UNDERSTANDING  
Efficient Negotiation Incentive Bonus

If the Tentative Agreements reached through December 19, 2022 are ratified by the bargaining unit represented by SEIU employees, then employees employed as of the date of ratification of this Agreement and at the time of payment shall receive a sign on payment of \$675 for a 1.0 FTE, pro-rated by FTE at the time of ratification. Per Diems will receive \$175. This payment shall be made no later than February 16, 2023.

SKAGIT COUNTY PUBLIC HOSPITAL  
DISTRICT NO. 1, DOING BUSINESS AS  
CASCADE VALLEY HOSPITAL

SEIU 1199NW

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_