

TENTATIVE AGREEMENT

VMC/OPEIU 8

September 8, 2017

ARTICLE 1

UNION RECOGNITION

CHANGED TO READ:

Section 1.8. The Employer agrees to supply the Union each month with a list of new hires and terminations and a separate list of current employees, showing the full, part-time, or on-call status of each such employee. The list of new hires shall include each employee's name, department, cost center, job classification, date of hire, FTE status, base rate of pay, and address. The list of current employees will include name, position, cost center, department, FTE status, date of hire, base rate of pay, life hours, and year-to-date hours, and address.

CHANGED TO READ

Section 1.13 Negotiations. ~~In the spirit of cooperation,~~ The Union and VMC are committed to handling negotiations in a collaborative manner including patient care considerations and as expeditiously as practical. The Parties agree that during negotiations for a renewal agreement, VMC will provide paid release time to up to four bargaining unit members to attend scheduled joint negotiation sessions, with each designated bargaining unit member receiving up to 20 hours of paid release time ~~for up to four bargaining unit members to attend scheduled joint negotiation sessions.~~ Such compensation will be paid at the employee's base rate of pay. For purposes of calculation of accrual hours for sick, vacation and ~~seniority~~ life hours, hours spent by designated bargaining unit members will be included in these benefit hours calculations

ARTICLE 2

DEFINITIONS

CHANGED TO READ:

Section 2.5 On-Call Employees. Employees who work at the convenience of the Employer to cover workload fluctuations, emergency situations, or employee absences. On-call employees are eligible for longevity increments.

On-call employees must work the number of open shifts required by their department, provided that they will not be required to work more than two shifts per week, and provided that a sufficient number of open shifts are posted or offered to the employee to meet the required amount. On-call employees may be offered and may except shifts beyond their department's requirement.

Employees who for a period of six (6) months have worked an average of twenty-four (24) hours or more per week, except to cover for absences shall, at the request of the employee be reclassified to a regular position at the appropriate FTE level for that department so long as they meet the minimum qualifications of the job as listed in the job description.

CHANGED TO READ:

Section 2.10 ~~Clinic Network~~ Patient Resource Float Employees. ~~Clinic Network Float employees~~ Patient Resource Float employees are ~~Patient Service Representatives (PSR)~~ employees cross-trained as Patient Service Representatives (PSR) and Patient Resource Representatives (PRR) who are regularly assigned to the Clinic Network Float Pool, and whose assigned schedules are determined ~~through the centralized office~~ by the Manager of the Clinic Network Float Pool to best

accommodate the varying PSR **and PRR** needs ~~at~~ of each VMC eClinic **Network location, including the Patient Resource Center**. Specific expectations are enumerated in Addendum "CB."

NEW

Section 2.11 Preceptor. Preceptor assignment is an additional responsibility assigned by the manager of a department. A Preceptor is an employee who has completed an employer-designated preceptor in-service program and who is assigned responsibility to plan, organize, and provide training of employees. Preceptors do not include employees performing training duties that are required as part of the employee's job classification or employees who perform training duties as part of a lead assignment.

It is understood that employees in the ordinary course of their responsibility will be expected to participate in the general assistance, support and guidance and orientation for new employees

ARTICLE 3

NON-DISCRIMINATION

CHANGED TO READ:

Section 3.1 The Employer and the Union agree not to discriminate in any manner whatsoever in conformance with applicable federal and state laws, against any employee or applicant for employment on the basis of race; color; religion; creed; sex; **gender identity or expression**; marital status; national origin; age; or sensory, mental physical handicaps, etc., subject to occupational requirements and ability to perform the job requirements.

ARTICLE 4

EMPLOYMENT PRACTICES

CHANGED TO READ:

Section 4.3 Notice of Termination. Employees shall be entitled to two (2) calendar weeks' notice of termination or pay in lieu thereof plus any accrued vacation and vested sick leave if they have passed their probationary period, except the Employer shall not be required to comply with the provisions of this Section in cases of discharge for just cause. It is understood, however, that where an entire classification is eliminated, or department, or clinic is substantially closed, or where jobs are eliminated due to outsourcing or subcontracting, Article 13 will be invoked.

Regular employees shall be required to give two (2) weeks written notice of resignation. Failure to give such notice shall result in loss of termination benefits including any accrued vacation **and sick vested sick leave** pay.

CHANGED TO READ:

Section 4.4 Discipline/Discharge for Cause. No employee who has successfully completed the probationary period shall be disciplined or discharged except for just cause.

All notices for corrective action and/or discharge will be provided in writing to the affected employee(s) **with a copy to the Union** within ~~twenty~~ **thirty (30) business calendar** days from the date the Employer became aware of the event or incident that gave rise to the discipline. If a Union steward or Union representative is not available during this ~~twenty~~ **thirty (30) calendar** day period, the time **period** will be extended until Union representation is available for the investigatory or discipline meeting. **This time period may also be extended by mutual agreement between the Employer and the Union.**

An employee who has been **disciplined or** discharged by the Employer shall be given a written statement of cause of **discipline or** discharge with a copy to the Union at the time of **discipline or** discharge or within a reasonable time **seven (7) calendar days** thereafter with the exception of probationary employees.

ARTICLE 5

GRIEVANCES AND ARBITRATION

CHANGED TO READ:

Section 5.1 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. A grievance may be filed above Step 1 upon mutual consent between the Union and Employer. **No employee(s) pursuing a grievance will suffer a loss in pay for attendance at a grievance meeting scheduled during the employee's or employees' normal working hours.**

Time limits set forth in the following steps may only be extended by mutual consent of the parties hereto.

Step 5 - Arbitration

If the grievance is not settled in Step 3 and/or the parties do not elect grievance mediation, or the mediation is not successful, either the Employer or the Union may submit the issue in writing to arbitration within fourteen (14) calendar days. The Employer and the Union shall attempt to select an arbitrator. If the Employer and the Union fail to agree on an arbitrator a list of **seven (7)** ~~five (5)~~ arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine himself/herself to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. The expenses and fees incumbent to the services of the arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 6

HOURS OF WORK - OVERTIME

CHANGED TO READ:

Section 6.1 Workday. A normal workday shall consist of eight (8) hours of work ~~plus a one-half (1/2) hour unpaid lunch period free from any significant interruption of the employee to perform work to be completed within eight and one-half (8 ½) consecutive hours~~ **to be completed within eight and one-half (8½) consecutive hours with a thirty (30) minute unpaid meal period, or ten (10) hours work to be completed within ten and one-half (10½) consecutive hours with a thirty (30) minute unpaid meal period, or twelve (12) hours work to be completed within twelve and one-half (12½) consecutive hours with a thirty (30) minute unpaid meal period.**

MOVED TO SECTION 6.1

Section 6.1(a). Where it is mutually agreeable between the Employer and employee, a ten (10) hour, four (4) day workweek may occur. The workday shall consist of ten (10) hours worked to be completed within ten and one-half (10 ½) consecutive hours.

MOVED FROM 6.2(a)

Section 6.1(a). The Employer may newly establish a shift of four (4) ten (10) hour days upon giving at least twenty-eight (28) days or one full scheduling period notice. An employee who cannot work ten (10) or twelve (12) hour shifts because of extenuating personal circumstance, such as the employee's own health or the health of a family member in the home, will be reasonably accommodated. The employee may be given seniority preference for an open eight (8) hour **shift** position for which the employee is qualified.

CHANGED TO READ:

Section 6.2 Work Period. The normal workweek shall consist of forty (40) hours of work within ~~five (5) days in a seven (7) day~~ workweek. A work period of eighty (80) hours within a fourteen (14) day period may be utilized by mutual consent with the employee. The Employer will not require an employee to work more than two (2) weekends out of four (4) consecutive weekends, unless the employee has accepted a position that requires working weekends. Employees may work extra weekends by mutual consent.

MOVED TO 6.1(a)

~~**Section 6.2(a)**. The Employer may newly establish a shift of four (4) ten (10) hour days upon giving at least twenty-eight (28) days or one full scheduling period notice. An employee who cannot work ten (10) hour shifts because of extenuating personal circumstance, such as the employee's own health or the health of a family member in the home, will be reasonably accommodated. The employee may be given seniority preference for an open eight (8) hour position for which the employee is qualified.~~

CHANGED TO READ:

Section 6.3 Overtime. Employees who have actually worked their normal work-day, of at least eight (8) hours, or normal work week, of at least forty (40) straight-time hours, shall be compensated at the overtime rate of one and one-half (1½) times their regular rate of pay for all hours actually worked in excess of those periods; for example, hours actually worked in excess of eight (8) or ten (10) or twelve (12) straight-time hours **actually worked** in a **workday** or forty (40) straight-time hours actually worked in a work week or eighty (80) straight-time hours **actually worked** in a **fourteen (14) day** work period, providing that all consecutive ~~time~~**hours** worked in excess of twelve (12) hours in a work-day (excluding on call shifts and **hours worked after** regularly scheduled twelve (12) hour shifts) shall be paid at ~~double time~~ **two (2X) times** the employee's regular rate of pay. Only by mutual agreement, employees may on occasion work a forty (40) hour work_week with varying hours of work on various days and only incur overtime for hours worked over forty (40) hours in the work_week.

Time that is paid for but not actually worked will not count toward either daily or weekly overtime. Hours worked on a holiday will count as normal worked hours for the purpose of overtime calculations. All overtime must be approved by the supervisor. Overtime shall be paid in accordance with the actual time worked.

Except by mutual agreement, the Employer shall not change posted scheduled hours of work for the purpose of avoiding overtime.

DELETED SECTION:

~~**Section 6.4(c)** Employees shall notify their supervisor if they intend to leave the premises during their meal period~~

NEW:

Section 6.6(c) On-Call Employee Scheduling. On-call employees, as defined in Section 2.5, will review open shift schedules when posted. Employees must promptly identify the posted available shifts on the open shift schedule that they are available to work and any periods of time they are not available to work. If such availability is identified in a timely manner, for open shifts that are known on or before a work schedule is posted, the Employer will notify the employee of assignment to such shifts no less than seven (7) calendar days in advance of the assigned shift. For shifts that open after a work schedule is posted, on-call employees will promptly respond to notices of such openings and will accept such shifts if the employee is available. Partial open shifts may be offered and assigned at the discretion of the department Manager. Additional procedures relating to on-call employee scheduling may be established by the department Manager.

CHANGED TO READ:

Section 6.10 Rebids for Reconfigured Work Schedules or Shifts. In the event the Employer determines to reconfigure the work schedules or shifts without reducing current FTEs in the affected work area of an employee, employees will bid on the open positions within that area in their classification. Successful bidders shall be determined by seniority provided that the qualifications to perform the required competencies, as determined by the Employer, are substantially equal. Prior to any rebid, the Employer shall provide the Union and affected employees with at least two (2) weeks' advance notice in writing **and** a written description of the positions which will be available for bid. Such description shall include the positions' FTE, shift, and work schedule. Reconfiguring work schedules or shifts will occur when the Employer determines legitimate business needs or scheduling needs require the change. The reconfigured work schedules or shifts shall not be implemented for at least two (2) weeks following the rebid.

ARTICLE 7

CLASSIFICATION AND RATES OF PAY

CHANGED TO READ:

Section 7.1 Wage Schedule. Exhibit "A" attached hereto and made a part of this Agreement is the schedule of classification and rates of pay which shall be applicable during the term of this Agreement. **Nothing in this Agreement shall prohibit the Employer, at its sole discretion, from paying more than the contract rate of pay for any position identified in Exhibit "A".**

Effective **the first full pay period following** July 1, 2014~~ratification of this agreement~~, the current wage rate in effect for each bargaining unit employee shall be increased by one **and one quarter** percent (1.~~0~~**25**%).

Effective **the first full pay period following** July 1, 2015~~8~~, the current wage rate in effect for each bargaining unit employee shall be increased by one ~~and a half~~ percent (1.~~50~~%).

Effective July 1, 2015, Step 11 will be added at the midpoint between Step 10 and Step 12.

Effective July 1, 2016, Step 17 will be added at the midpoint between Step 16 and Step 18.

Effective **the first full pay period following** July 1, 2016~~9~~, the current wage rate in effect for each bargaining unit employee shall be increased by one ~~and a half~~ percent (1.~~50~~%).

Effective the first full pay period following July 1, 2020, the current wage rate in effect for each bargaining unit employee shall be increased by three quarters of one percent (0.75%).

Effective the first full pay period following July 1, 2020, Step 22 will be added at 1.5% above Step 21.

For purposes of placement or adjustment onto new steps created by this Agreement, employees shall be placed onto new steps based on their tenure increment regardless of length of time at their current step.

CHANGED TO READ:

Section 7.2. Employees shall receive a ~~tenure increment (step increase)~~ for each year of service defined as the accumulation of 2,080 hours compensated time. Step increases are specified in the Wage Schedule, Exhibit "A".

CHANGED TO READ:

Section 7.3 Shift Differential. Employees assigned to the second shift (3:00 pm – 11:00 pm) ~~shift~~ shall be paid a shift differential of ~~one dollar and thirty-five cents (\$1.35) per hour over the straight time hourly rate of pay and effective the first full pay period after July 1, 2016,~~ one dollar and fifty cents (\$1.50) per hour **over the straight time hourly rate of pay.** Employees assigned to work the third ~~shift~~ (11:00 pm – 7:00 am) ~~shift~~ shall be paid a differential of ~~one dollar and eighty-five cents (\$1.85) per hour over the straight time hourly rate of pay and effective the first full pay period after July 1, 2016,~~ two dollars (\$2.00) per hour **over the straight time hourly rate of pay.** An employee's shift that overlaps the standard shifts shall be paid shift differential when a majority of hours fall within the standard second or third shift.

Employees employed in clinics shall receive shift differential at the ~~evening~~**second shift** rate only for hours worked at or after 3:00 p.m. and which continue for a period of at least five (5) hours. In such case the differential shall apply to hours worked after 3:00pm. The parties will meet to negotiate differential rates in the event a Clinic is operated on a 24-hour per day schedule.

CHANGED TO READ:

Section 7.6 Work in Higher Classification. Any employee who is assigned by the appropriate authority to perform the work of a higher classification for more than two (2) consecutive hours shall be paid at the higher classification rate of pay for the entire shift provided the employee has demonstrated competence in the essential functions of the higher classification. **An employee assigned lead duties will not be considered to be performing the work of a higher classification by virtue of performing such lead duties.** ~~This shall not apply to employees assigned as a lead employee who shall receive the lead differential for the actual hours involved as a lead employee.~~ This shall not apply to employees who are double-rated because they are regularly assigned to two different roles.

MOVED FROM 7.13:

Section 7.9 Callback. If a regularly scheduled full-time or part-time employee is called back to work after leaving the hospital's premises, such employee shall be paid for all hours worked at the rate of one and one-half (1½) times the regular rate of pay with a minimum guarantee of three (3) hours per callback.

NEW:

Section 7.11. Preceptor Pay. Employees who are assigned preceptor duties under Section 2.11 shall receive a pay differential of one dollar (\$1.00) per hour for time actually involved in precepting.

NEW HEADING:

Section 7.13 Wage Schedule Placement

CHANGED TO READ:

Section 7.143(a) Promotions within the Bargaining Unit. An employee promoted to a position in a higher paid classification will be placed at the step of the new **wage** scale that provides the employee with a minimum wage increase of two and one-half percent (2 ½%), not to exceed the maximum with the new classification. Salary progression within the classification to which the employee is promoted shall continue as per Section 7.2 based on accumulated hours since the employee's last step increase.

CHANGED TO READ:

Section 7.143(b) Promotion Into Bargaining Unit. When a current employee of the Employer who is not covered by this Agreement applies for and is ~~accepted into~~ **awarded** a **higher-graded** position ~~represented in~~ **covered by** this Agreement, that employee will suffer no loss of pay in that promotion ~~transfer~~. Accordingly, the parties agree that when an employee is promoted to a higher-graded position, regardless of the tenure, seniority, department, or the Employment Agreement applicable in their current position, the employee will be ~~slotted~~ **placed** on the new **pay/wage** scale at the pay Step that is the closest to, **but not lower than,** their current actual base pay ~~providing no less base pay than that base pay they were earning at the time of promotion.~~

This agreement is not applicable to instances of movement to another position that is in a lower or lateral pay grade. This agreement is not applicable to new hires or rehires, but specifically addresses instances of promotion of current employees of the Employer.

CHANGED TO READ:

Section 7.123(c). Should an employee elect to take a position in the same or lower paid **or graded** classification, such employee may be placed at the base rate of the same or lower paid classification during the orientation and training period as established by the Employer. The employee shall be advanced to his/her actual step placement, based upon life hours, or to the previous step placement if the move is to a job classification within the employee's same pay grade, at the conclusion of this period. It shall be at the discretion of the Employer, however, to pay at a higher step.

MOVED TO 7.9:

~~**Section 7.13 Callback.** If a regularly scheduled full-time or part-time employee is called back to work after leaving the hospital's premises, such employee shall be paid for all hours worked at the rate of one and one-half (1 ½) times the regular rate of pay with a minimum guarantee of three (3) hours per callback.~~

NEW NUMBERING:

Section 7.143(d) Hire in Rates Versus Incumbents. If at any time an employee is hired into a position at a rate higher than that of a current employee(s) with the same or greater experience, that current employee(s) shall be moved to the same step on the wage scale as the newly hired employee, effective the hire date of the new employee.

CHANGED TO READ:

Section 7.154 Weekend Differential. ~~Effective January 1, 2010, a~~Any employee who works on a weekend shall receive one dollar and twenty-five cents (\$1.25) an hour in addition to the employee's regular rate of pay. Weekend premium pay shall not be included in the employee's regular rate of pay for overtime pay calculations unless required by the Fair Labor Standards Act. The weekend shall be defined as 11:00 p.m. Friday to 11:00 p.m. Sunday, forty-eight (48) hours. Weekend differential provided for in this section shall not apply to time spent for educational purposes or non-productive time.

CHANGED TO READ:

Section 7.165 Clinic Patient Resource Float Pool Premium. Patient Resource Float employees as defined in Section 2.10 Clinic Patient Service Representatives regularly assigned to the Clinic Float Pool will be compensated at \$2.2550 per hour above their ~~designated contractual wage rate~~ **regular rate of pay**.

ARTICLE 8

HOLIDAYS

CHANGED TO READ:

Section 8.1. Regular full-time employees shall be granted the following ~~eight (8) hour~~ holidays with regular **holiday** pay:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Two Floating Holidays	Christmas Eve

These holidays will be observed on the calendar date of the holiday or on an alternate date determined by the Employer. A **regular** part-time employee will be eligible for **prorated** holiday pay based on the employee's budgeted FTE.

To be eligible to receive **holiday** pay for a holiday not worked, an employee must work the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday, except for bona fide illness or with approval of such absence.

CHANGED TO READ:

Section 8.2. All **regular** employees required to work **a majority of their shift hours** on the holiday shall be paid at **the premium rate of** one and one-half (1½) times the regular rate of pay for all time worked on the holiday ~~that shift, and at the premium rate of two (2) times the regular rate of pay for any hours required or authorized to be worked on that shift in excess of their normal shift length. In addition to the premium pay, regular employees will receive~~ plus up to eight (8) hours holiday pay at the regular **base** rate of pay. Any hours required or authorized to be worked in excess of their normal shift length shall be paid at two (2) times their regular rate of pay.

CHANGED TO READ:

Section 8.3. **If a holiday falls on a regular employee's regularly scheduled workday and the employee does not work, the employee shall receive holiday pay at the base rate of pay for up to the length of the employee's regularly scheduled shift, except that employees shall receive up to eight (8) hours holiday pay for floating holidays.**

CHANGED TO READ:

Section 8.34. If a holiday falls on any regular full-time employee's regularly scheduled day off, said Employee shall receive **up to eight (8) hours holiday pay at the** ~~straight time~~ **base rate of** pay for the holiday.

NUMBERING CHANGE:

Section 8.45. If a holiday occurs during a scheduled and paid vacation, it will not be charged as a vacation day.

NUMBERING CHANGE:

Section 8.56. To be eligible for the Floating Holidays, an employee must have completed six (6) months of continuous service. An employee must notify the Department Head, or designee, in writing ten (10) days prior to the posting of the monthly work schedule in advance of the date requested for the Floating Holiday. Upon such notification, the Department Head, or designee, shall schedule the Floating Holiday, or reschedule it to a time that is mutually agreeable to the Employer and the employee.

CHANGE TO READ:

Section 8.67. Holiday pay for employees working the night shift shall be given for the shift ~~where~~**when** the majority of the **shift** hours are on the designated calendar date for the holiday.

ARTICLE 10

SICK LEAVE

CHANGED TO READ:

Section 10.1. Full-time and part-time employees shall earn sick leave credits at the rate of .0346 for each hour compensated, exclusive of overtime premium, on-call pay, and standby pay. Compensable hours for this accrual will include call back hours worked and hours worked when called in from standby. There will be no limit as to maximum accumulation except as set forth in Article 10.2.

Sick leave accumulates from date of hire but is not payable for time of illness or injury prior to end of the ninety (90) day probationary period.

Employees may use accrued sick leave to care for a child, spouse, domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition, **or** as **otherwise** provided by law ~~(RCW 49.12.270)~~. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability, **or as otherwise provided by law**.

There shall be no discipline for legitimate use of sick leave. Abuse of sick leave shall be grounds for discharge.

CHANGED TO READ:

Section 10.2 Vested Sick Leave. Full-time employees shall accumulate four (4) hours of sick leave each month, part-time employees a pro rata portion thereof based on hours compensated that shall be credited to the vested portion of sick leave payable at the regular rate of pay on the first day of a bona fide illness, injury or disability due to pregnancy. The Employer may require employees to provide two (2) hours advance notice of illness before a shift. Failure to do so may result in loss of paid sick leave for that day.

Up to a maximum of three (3) prescheduled medical or dental appointments in a calendar year may be utilized from vested sick leave and will not count as an absentee occurrence.

~~If, as of December 31 of any year, an employee hereunder has accumulated more than 240 hours of vested sick leave, the Employer shall have the right to purchase the excess above 240 hours at fifty percent (50%) of the value of the hours on December 31 based upon the employee's regular rate of pay. Payment shall be made on the first pay period immediately following February 1st of each year. (Moved to section 10.4(c))~~

CHANGED TO READ:

Section 10.4. An eligible employee shall have the option of designating on a form furnished by the Employer by a date to be designated each year one of the following options to be applied to accumulated, unused, vested sick leave hours that exceed nine (9) days (72 hours):

- (a) Apply one-half (1/2) of the vested, unused sick leave hours that exceed seventy-two (72) hours or portion thereof to additional vacation days to be scheduled in the subsequent year. The scheduling of such vacation shall be subject to approval by the Employer, or
- (b) Apply one-half (1/2) of the vested, unused sick leave hours that exceed seventy-two (72) hours or portion thereof to be paid the eligible employee at the employee's regular rate of pay in lieu thereof on the first pay period immediately following January 1 of each year, or
- (c) Continue the accumulation of vested sick leave hours toward the employee's vested sick leave credits, **provided, however, if, as of December 31 of any year, an employee hereunder has accumulated more than 240 hours of vested sick leave, the Employer shall have the right to purchase the excess above 240 hours at fifty percent (50%) of the value of the hours on December 31 based upon the employee's regular rate of pay. Payment shall be made on the first pay period immediately following February 1st of each year.**

SECTION DELETED:

~~**Section 10.7.** Employees shall not be entitled to receive sick leave for an absence which commences after an employee has given a notice of termination.~~

ARTICLE 12

SENIORITY

CHANGED TO READ:

Section 12.4. Employees **will be considered for job openings in accordance with Article 4.2, in the following order:**

- a) **Employees** in a department shall be considered **first** for job openings in their department
- b) ~~before~~ **Employees eligible for recall under Section 13.8**
- c) **Employees who are on an approved contractual leave of absence under Article 11, but who are not eligible to return to their pre-leave position, will be considered for job openings that are in the same job classification and department from which the employee took leave, that have an FTE within .1 of the employee's pre-leave FTE, and for which the employee is qualified and able to perform all the required competencies of the open position. Such consideration will be given for up to 12 months from the commencement of the employee's leave of absence. If a position is offered to the employee and not taken, the employee will have no further right to consideration before other employees and external applicants. If a position is accepted the employee will be subject to such performance and discipline conditions as would have existed had the employee not taken any leave.**
- d) **all other** employees ~~outside the department~~ **and external applicants.**

ARTICLE 13

LAY OFF

CHANGED TO READ:

Section 13.6. For all purposes under this Article:

- a) An employee shall be qualified to perform the required competencies of a position if the employee can perform the essential functions of the position with no more than forty (40) hours of orientation. In the event an entire classification is to be eliminated, the Employer and the Union shall meet to determine which related classification(s) impacted employees may be considered qualified to perform.
- b) Shift shall mean days, evenings, nights, ~~and/or~~ weekends **and/or** variable shifts **(rotating days, evenings, and nights)**;
- c) Comparable FTE shall be an FTE within .1 of the employee's pre-layoff or pre-hours-reduction FTE;
- d) Experience shall mean experience at Valley Medical Center.
- e) Comparable shift shall be defined as a change in two (2) hours or less from the employee's previous starting time.

CHANGED TO READ:

Section 13.8 Recall From Layoff. ~~Employees who are eligible for r~~Recall from layoff shall be **recalled** in reverse order of layoff or reduction of FTE status to job **openings in** classifications from which the employee ~~was~~ laid off **and** for which the laid off employee is qualified to perform all the essential functions required in the open position. **Recall to such openings will occur after employees in a department are considered for such openings and before such openings are open to bid to employees outside the department. Employees will remain eligible for recall for up to twelve (12) months following the employee's layoff, provided that** ~~Except in cases of extenuating circumstances, refusal to accept recall to a position in the employee's former classification at a same shift and a comparable FTE shall result in termination, except in cases of extenuating circumstances. Laid-off~~ **employees eligible for recall** may return to work by bid to newly created or vacant positions for which they are qualified and willing to accept. Employees on layoff shall not accrue, but upon recall, shall retain past service credits for seniority, wage and benefit purposes. **In each quarter in which one or more employees are eligible for recall, the Employer will provide a list of all employees eligible for recall to the Union. The list shall include each such employee's name, job classification, date of layoff, life hours, shift, and FTE prior to layoff.**

CHANGED TO READ:

Section 13.13 Subcontracting. ~~Employer agrees to give the Union at least ninety (90) days written notice prior to any subcontracting.~~

- a) ~~At the time of ratification of this Agreement it is understood that the Employer has no plan or pending plan to subcontract any bargaining unit work.~~
- b) ~~The Employer agrees to give the Union at least one hundred and eighty days (180) advance written notice prior to any decision to subcontract. The Employer will meet with the Union within three (3) weeks of the written notice to begin good faith discussions related to the potential subcontracting.~~
- c) ~~The Employer shall meet and confer with the Union, and will provide the Union with complete information concerning the proposed subcontracting, including but limited to, the reason, need, financial impact, affected work and employees, alternatives considered, and other factors as may be requested by the Union.~~
- d) ~~These good faith discussions of options and needs will include but are not limited to: Union proposed options and reasonable alternatives that could meet the Employer's primary~~

~~business needs; Potential options with subcontractor that could enable hiring of affected Valley Medical Center employees in order of seniority to perform the work; potential options with subcontractor related to Union recognition.~~

- ~~e) Conclude the discussions regarding this subcontracting within one hundred twenty (120) days from the date the Employer provided advance written notice of the proposed subcontracting.~~
- ~~f) The Employer agrees to bargain with the Union any and all effects of its subcontracting decision to the employees including but not limited to severance benefits.~~

ARTICLE 14

MEDICAL AND OTHER INSURANCE

CHANGED TO READ:

Section 14.1(b). Beginning the first of the month following thirty (30) days of continuous employment, all full-time and all part-time employees regularly scheduled to work twenty-four (24) or more hours per week shall be eligible for a house-wide Employer's Healthcare Plan which includes medical and dental coverage components. Medical benefits will begin the first of the month following a status change to 0.6 FTE or more, or return from leave of absence, provided the employee has been actively employed thirty (30) or more days. ~~During 2014 the Healthcare Plan in effect at the time of ratification will not change. Effective January 1, 2015, the plan designated during open enrollment in 2014 will be in effect. During 2015 for full time employees VMC will waive the premium for employee and spouse/dependent/family; for part time employees VMC will waive the premium for employee only. The 2015 part-time premium contributions for spouse/dependents/family will be less than the 2014 premium contributions.~~

CHANGED TO READ:

Section 14.1(c). ~~Full-time Employees are encouraged to fully participate in the VMC Wellness Incentive Program ("Program").~~ **The minimum \$20.00 wellness incentive amount tied to participation in the Program will remain for the term of the Agreement. VMC may change or modify its Wellness Incentive Program design based upon the recommendation(s) from the Labor Management Healthcare Benefits Committee (see MOU FIVE).** ~~Beginning in 2016 employee's who meet Healthcare Plan eligibility requirements will have their individual employee, employee and spouse or employee and family monthly premium contribution reduced, for the 2016 Healthcare Plan year, by \$20.00 per month if they document completion of the Wellness Incentive Program for the employee by December 1, 2015. VMC may change or modify or delete its Wellness Incentive Program design and incentive however must provide the Union with notice of any proposed deletion of the Wellness Incentive Program and will, upon request by the Union within fourteen (14) calendar days of notification, bargain with the Union over effects of the deletion of the Wellness Plan.~~

SECTION DELETED:

Section 14.1(d). ~~Part time Employees are encouraged to fully participate in the VMC Wellness Incentive Program. Beginning in 2015 employee's who meet Healthcare Plan eligibility requirements will have their individual employee, employee and spouse or employee and family monthly premium contribution reduced, for the 2015 Healthcare Plan year, by \$20.00 per month if they document completion of the Wellness Incentive Program for the employee by December 1, 2014. VMC may change or modify or delete its Wellness Incentive Program design and incentive however must provide the Union with notice of any proposed deletion of the Wellness Incentive Program and will, upon request by the Union within fourteen calendar days of notification, bargain with the Union over effects of the deletion of the Wellness Plan.~~

NUMBERING CHANGE:

Section 14.1(ed). VMC retains the right to change plan design, cost structure, insurance carriers, network provider panels, preferred providers, third-party payors, and all other administrative elements throughout the course of this Agreement as a means to control costs to the medical plans. However such changes must also be made to the non-represented employee healthcare plans. In addition if such changes result in increased employee premium costs, VMC will notify the Union of the proposed increased premium changes and will, upon request by the Union within fourteen calendar days of notification, bargain with the Union over the effects of the proposed employee premium increases.

CHANGED TO READ:

Section 14.2 Dental Insurance. Dental insurance benefits shall be provided by the Employer for regular full-time and regular part-time employees who are classified as 0.6 FTE or more (24 hours per week or more) beginning on the first of the month following thirty (30) days of employment. Dental insurance benefits will begin on the first of the month following a status change to 0.6 FTE or more, or return from leave of absence, provided the employee has been actively employed thirty (30) or more days. Participants in dental insurance benefits shall be subject to specific plan eligibility requirements.

~~Eligible employees classified as 0.6 FTE or more may select individual dental insurance coverage from either Dental 25 at a rate of \$2.29 per pay period premium, Dental 50 at a rate of \$0 per pay period premium or Dental Preventive at a rate of \$0 per pay period premium.~~

~~Eligible employees classified as 0.6 FTE or more may cover dependent(s) under Dental 25 at a rate of \$26.96 per pay period premium cost for one (1) dependent or \$50.65 per pay period premium cost for two (2) or more dependents. Eligible employees classified as 0.6 FTE or more may cover dependents under Dental 50 at a rate of \$19.57 per pay period premium costs for one (1) dependent or \$39.73 per pay period premium costs for two (2) dependents or more. Eligible employees classified as 0.6 FTE or more may cover dependents under Dental Preventive at a rate of \$6.51 per pay period premium cost for one (1) dependent or \$19.60 per pay period premium cost for two (2) dependents or more.~~

~~The dental benefits shall include an annual maximum benefit level of \$1,300 for PPO providers or \$1,200 for non-PPO providers.~~

The Employer agrees not to reduce the current level of dental plan coverage during the term of this Agreement. The Employer retains the right to change insurance carriers, network provider panels, third party payors and all other administrative elements throughout the course of this Agreement as a means to control costs and services to the dental plans.

ARTICLE 17

RETIREMENT PLAN PROGRAM

CHANGED TO READ:

The Employer for the term of this Agreement shall maintain a house-wide Retirement Program. However, if significant non-administrative (e.g. vesting, eligibility, VMC contribution level) changes to the Retirement Plan Program are proposed during the term of this Agreement, VMC will notify the Union of the proposed changes and will, upon request by the Union within ten days of notification, bargain over the effects with the Union over the proposed changes. ~~Effective the first full pay period after ratification, VMC will make a one time lump sum contribution of \$100 dollars to each employee's 403(b) Plan.~~

ARTICLE 20

SUCCESSOR EMPLOYERS

NEW:

If, during the term of this Agreement, the Employer is purchased by a successor employer, the Employer will inform the purchaser of the existence of this Agreement. If the purchaser is a successor employer, it will assume the terms of this Agreement and the Union agrees to be bound to the Agreement. An alleged violation of this provision is subject to the Agreement's grievance procedure.

ARTICLE 223

DURATION

CHANGED TO READ:

This Agreement shall be in full force upon ratification of this Agreement (wage increases will be effective in accordance with specific effective dates) through ~~June~~**October 30~~1~~²⁰**, 2017**20**. Should either party desire to modify or terminate this Agreement on ~~June~~**October 30~~1~~²⁰**, 2017**20**, it shall serve written notice upon the other one hundred twenty (120) days but no less than ninety (90) days prior to that date.

ADDENDUM B

REGARDING CLINIC NETWORK FLOAT POOL

CHANGED TO READ:

1. It is recognized that the ~~Patient Service Representatives~~**Patient Resource Float employees as defined in Section 2.10** employed by the Valley Medical Center Clinic Network Float Pool serve to accommodate the need for additional or replacement clinic **network** personnel, **including in the Patient Resource Center**, due to absenteeism/vacancies or high volume needs. The decision to assign these ~~Patient Service Representatives~~**float pool employees** in a floating capacity from one clinic **network location** to another, **including the Patient Resource Center**, will be determined by the Manager of the Clinic **Network** Float Pool **or designee**.
2. Monthly schedules will be established through the centralized Clinic Network Float Pool pursuant to Article 6.5 of the contract. **The Manager of the Clinic Network Float Pool or designee will determine scheduling and assign shifts at the Patient Resource Center equitably to float pool employees.** The Union agrees and these ~~Patient Service Representatives~~**float pool employees** understand that daily or emergency changes may occur ~~in~~**at** clinic **network** sites. ~~Patient Service Representatives~~**Float pool employees** will cooperate with all emergency changes unless a prior personal emergent commitment exists.
3. Should designated float pool ~~Patient Service Representatives~~**employees** be required to travel to more than one clinic **location** on the same day, travel time between locations shall be regarded as time worked. Allowable travel expenses shall be reimbursed at the current Valley Medical Center travel policy rate.

4. Flexibility and adaptability is the expectation of ~~Patient Service Representatives~~**float pool employees** in ~~the~~ Clinic Network Float Pool. The position requires necessary travel utilizing personal vehicles, monthly adjustments to work schedules and work assignments within the Valley Medical Center Clinic Network **including the Patient Resource Center**, and the need to quickly adapt and assimilate **to** different clinic's processes and procedures. Designated ~~Patient Service Representatives~~**float pool employees** in the Clinic **Network** Float Pool will be compensated at \$2.25~~50~~ per hour above their **regular rate of pay** ~~designated contractual wage rate of Salary Grade G.~~
5. **Before being assigned to work at the Patient Resource Center, Patient Resource Float Pool employees who are currently classified as Patient Service Representatives when this agreement is ratified will be provided and must complete the Employer's training program for Patient Resource Representatives. Upon commencement of the training program, those employees will be reclassified as Patient Resource Float employees. Upon completion of the training program, those employees may be assigned to work at the Patient Resource Center. Within sixty (60) days of the ratification of this Agreement, the Employer will create and provide to the Union a job description for Patient Resource Float employees appropriate to the PSR and PRR duties that will be required. Within thirty (30) days after receipt of the job description the Union may request to meet and confer with the Employer about the job description.**

For purposes of Article 13, Patient Resource Float employees will be considered as within the Patient Service Representative and Patient Resource Representative job classifications.

MEMORANDUM OF UNDERSTANDING — TWO

Retirement Plan Transition

DELETED:

The Parties agree that OPEIU members are covered by the terms and conditions of the VMC Retirement Program put in effect November 10, 2013 which has been extended forward to the date of ratification of this Agreement and will be the most current plan in effect.

MEMORANDUM OF UNDERSTANDING — THREE

Medical Clerk Reclassification

DELETED

The Parties agree that effective the first full pay period after ratification the Medical Records Clerk will be reclassified as Medical Records Scanner and mover to Pay Range E.

MEMORANDUM OF UNDERSTANDING — FOUR

Union Leave for Collective Bargaining Negotiations

MOVED TO 1.13

In the spirit of cooperation, the Union and VMC are committed to handling negotiations in a collaborative manner including patient care considerations and as expeditiously as practical. The Parties

~~agree that during negotiations for a renewal agreement, VMC will provide up to 20 hours of paid release time for up to four bargaining unit members to attend scheduled joint negotiation sessions. Such compensation will be paid at the employee's base rate of pay. For purposes of calculation of accrual hours for sick, vacation and seniority, hours spent by designated bargaining unit members will be included in these benefit hours calculations~~

MEMORANDUM OF UNDERSTANDING – FIVETWO

PSR Clinic Assignments Involving Travel

CHANGED TO READ:

If during a work day VMC assigns a Patient Service Representative to work at a ~~clinic in a different~~ **Clinic Network** location which involves travel (not in the same building), VMC **may assign a PSR in a position that requires regularly scheduled work at that Clinic Network location or VMC may** ~~will first ask for~~ volunteers from the impacted location and the most senior volunteer will be reassigned. If there are no volunteers, VMC will assign based on lowest seniority (lifetime hours) on a rotational basis.

The PSR **assigned under this Memorandum of Understanding** will be paid:

1. Mileage at the current IRS rate if the PSR uses their own car, and
2. Two dollars and twenty-five (\$2.25) an hour premium for hours worked from the time the employee leaves the first ~~clinic~~ **Clinic Network location** through the time worked at the second ~~clinic~~ **Clinic Network location**.
3. This ~~premium~~ **Memorandum of Understanding** does not apply to ~~Network~~ **Patient Resource** Float Pool employees.

This Memorandum of Understanding will apply to all current PSRs in positions that require regular scheduled work at more than one Clinic Network Location.

MEMORANDUM OF UNDERSTANDING – SIX

Posting new Clinic Network Float Pool Positions

DELETED:

~~Valley Medical Center agrees to post two new Patient Services Representative positions in the Clinic Network Float Pool within thirty days of ratification of this Agreement.~~

MEMORANDUM OF UNDERSTANDING – THREE

PRR Performance Incentive Program

NEW:

This is a Memorandum of Understanding between Valley Medical Center (“VMC”) and the Office and Professional Employees International Union Local 8 (OPEIU) regarding an incentive program for Patient Resource Representatives who work at the Patient Resource Center.

Effective January 1, 2018, VMC will provide an incentive program for regular Patient Resource Representatives (PRR) who work at the Patient Resource Center, as described in this MOU and in any additional program guidelines or materials created by VMC, called the PRR Performance Incentive Program. VMC may terminate, alter, or amend the PRR Performance Incentive Program at any time at its sole discretion. VMC shall notify the Union of any modifications to the PRR Performance Incentive Program that alter the terms of this MOU. If VMC decides to terminate the PRR Performance Incentive Program, it shall provide thirty (30) days’ written notice to the Union and to affected employees before implementing that decision.

The PRR Performance Incentive Program will provide regular PRRs two opportunities per year to earn \$500 (pro-rated for part-time employees), less ordinary taxes, deductions and withholdings, for meeting certain performance criteria during a six (6) month review period. The two six (6) month review periods are July 1 to December 31 (with earned performance incentives paid on the regular pay day following the first full pay period in January) and January 1 to June 30 (with earned performance incentives paid on the regular pay day following the first full pay period in July).

To be eligible for and earn a performance incentive a PRR must meet each of the following criteria:

- Must be employed by VMC on the date the incentive is paid
- Must have been employed as a non-probationary PRR in the Patient Resource Center for the full six (6) month review period
- Must achieve an average monthly performance score of 85% or greater during the six (6) month review period, where monthly performance scores are based on call review score cards and performance score cards as determined by the Patient Resource Center manager or designee
- Must have no more than three unexcused/unscheduled absences during the six (6) month review period
- Must not have received more than one verbal warning or any higher level corrective action, including a written warning or final warning, within the twelve (12) months before the end of the six (6) month review period

If an employee does not earn a performance incentive due to not achieving an average monthly performance score of 85% or greater during the six (6) month review period, within two weeks of the end of the six (6) month review period the employee may request a meeting to discuss the average monthly performance score with the employee's supervisor. If the matter is not resolved in discussion with the supervisor, the employee may appeal to the Patient Resource Director or designee to review the average monthly performance score and the Director's decision will be final.

Within thirty (30) days after January 1, 2019, either party may request to meet to discuss the incentive program, the results of the first two six (6) month review periods, and possible modifications to the incentive program. If the parties jointly agree in writing on modifications to the incentive program, VMC will implement those agreed modifications, provided that VMC retains the right to terminate, alter, or amend the PRR Performance Incentive Program at any time at its sole discretion.

MEMORANDUM OF UNDERSTANDING – FOUR

Interpretation of Term of the Contract

NEW:

This is a Memorandum of Understanding between Valley Medical Center ("VMC") and the Office and Professional Employees International Union Local 8 (OPEIU). VMC and OPEIU agree that as of the ratification of this collective bargaining agreement that the parties maintain their prior positions and remain in disagreement over the interpretation of the sentence under Article 10, Section 10.1 "There shall be no discipline for legitimate use of sick leave." Nothing in this MOU will preclude the parties during the term of this agreement from reaching consensus on the interpretation of this sentence.