

AGREEMENT

By and Between

VALLEY MEDICAL CENTER

and

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

Term:

January 15, 2021 – October 31, 2024

**2021-2024
VALLEY MEDICAL CENTER
AND OPEIU LOCAL 8
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COLLECTIVE BARGAINING AGREEMENT
VALLEY MEDICAL CENTER and OPEIU Local 8

January 15, 2021 – October 31, 2024

This Agreement is made and entered into by and between Valley Medical Center, hereinafter referred to as either the "Hospital" or the "Employer," and the Office and Professional Employees International Union, AFL-CIO, Local No. 8, hereinafter referred to as the "Union" for the purpose of governing their mutual relations by fixing the following scale of wages, schedules of hours, working conditions and regulations affecting the employees of the Employer who are represented by the Union as set forth in Article 1.

ARTICLE 1

UNION RECOGNITION

Section 1.1. The Employer hereby recognizes the Office and Professional Employees International Union Local 8 as the exclusive bargaining representative for those office and clerical nonprofessional employees, including on-call and temporary, whose job classifications are set forth in Appendix – "A" attached hereto and made part of the Agreement excluding supervisory, professional, and student employees who are employed less than ninety (90) days annually and trainees subsidized through government or social service agencies.

Section 1.2. The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status or effectively recommend the above personnel actions, and it is not the Employer's policy to establish jobs or job titles for the purpose of excluding such employees from the unit.

Section 1.3 New Employee Orientation. The Employer shall make newly hired employees aware of their membership rights and responsibilities at the time of hire. The Employer shall also provide a copy of this Agreement to each employee upon entering the bargaining unit. The Employer will provide a list to the Union via electronic mail of new employees (including their name, job classification, FTE, department, and work location) on the Friday before the orientation session. A representative of the Union will be permitted up to thirty (30) minutes to meet with new employees during each employment orientation.

Section 1.4. The Employer will deduct an amount equal to the Union's uniform monthly dues from the pay of each employee who has elected to be a member of the Union, and who voluntarily executes a 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 Hospital to stop deducting dues, in which case the Hospital

will honor the request and will notify the Union in writing within seventy-two (72) hours of the employee's request. This Agreement shall apply to dues deductions only and shall not include deductions for other Union fees. Deductions will be transmitted to the Union by check payable to its order on or before the twentieth (20th) day of each month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake 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.

Section 1.5 Access. The Union representative of the Local shall be allowed admission to the Hospital and other Employer facilities at any reasonable time providing the Employer is notified upon arrival of the Representative. Such authorized Union representative shall confine the Representative's activities to matters related to this Agreement and shall not interfere with the work of the employees, nor with patient care or the function and operation of the Employer.

Section 1.6 Bulletin Boards & Union Communication. The Employer shall furnish a bulletin board for the purpose of the Union, including one in each clinic, and offsite department, as well as one in the main hospital. All materials posted on such board must, at the time of posting, be provided to the Vice President, Human Resources.

Section 1.7. 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, year-to-date hours, and address.

Section 1.8 Union Stewards. The Union shall have the right to designate Union stewards. The Union shall notify the Human Resources Department of the names of Union stewards as they become available for the role. The parties acknowledge that the investigation of complaints and grievances by Union stewards will be conducted during non-working hours (e.g., coffee breaks, lunch periods and before and after shift). Union stewards representing an employee in a formal investigatory meeting with the Employer, or a formal disciplinary meeting or grievance meeting (not to exceed one (1) Union steward in attendance) shall attend on paid release-from-work time or, if outside their scheduled work shift, be paid at straight base rate for the actual meeting plus one (1) hour total pre and/or post-meeting preparation time. The Union steward will obtain prior permission to leave their department or alter their shift to attend any union representation matter. Such management permission shall not be unreasonably denied, although the parties agree that patient care and critical job duties take precedence.

Section 1.9 Meeting Rooms. The Employer shall allow the union to use Employer meeting rooms for union meetings subject to their availability. Hospital meeting rooms will be reserved through the Human Resources office. Clinic meeting areas will be reserved through the applicable clinic manager.

Section 1.10 OPEIU Local 8 PAC Check-off. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted, payable to OPEIU Local #8 PAC, and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the employer harmless from all claims, demands, suits and other liability that may arise against the employer for or on account of any deduction made from the wages of such employee.

Section 1.11 OPEIU Local 8 Hardship Fund Check-off. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a Hardship Fund contribution authorization. The amount deducted, payable to OPEIU Local #8 Hardship Fund, and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment to the OPEIU Local 8 Hardship Fund hereby undertakes to indemnify and hold the employer harmless from all claims, demands, suits and other liability that may arise against the employer for or on account of any deduction made from the wages of such employee.

Section 1.12 Negotiations. 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. Such compensation will be paid at the employee's base rate of pay. For purposes of calculation of accrual hours for sick, vacation and life hours, hours spent by designated bargaining unit members will be included in these benefit hours calculations.

ARTICLE 2

DEFINITIONS

The following definitions are applicable to the interpretation and administration of the specific provisions of this Agreement.

Section 2.1 Regular Employee. A regular employee, so classified on the Employer's payroll records, is one who has completed the probationary period and is assigned duties associated with a position recognized and identified with the Employer's organization.

In order to maintain status as a Regular employee, the employee must fulfill the employee's assigned FTE through either paid time worked, paid accrued vacation or sick leave, paid holiday, or approved Leave of Absence as described in Article 11. This requirement precludes low census leave without pay.

Section 2.2 Regular Full-Time Employee. A regular full-time employee is one who is regularly scheduled to work forty (40) hours per week or eighty (80) hours per fourteen (14) day period and who has successfully completed the required probationary period.

The employee must maintain their status in a scheduled FTE as described in Section 2.1. Failure to maintain their scheduled FTE will result in due process prescribed in Section 4.5.

Section 2.3 Regular Part-Time Employee. An employee who is regularly scheduled for less than forty (40) hours per week and who has successfully completed the required probationary period.

A regular part-time employee working twenty-four (24) or more hours per week shall share in fringe benefits on a pro rata basis in accordance with hours actually worked.

The employee must maintain their status in a scheduled FTE as described in Section 2.1. Failure to maintain their scheduled FTE will result in due process prescribed in Section 4.5.

Section 2.4 Temporary Employee. A temporary employee is one who is hired as an interim replacement or for temporary work on a predetermined work schedule which does not extend beyond one hundred eighty (180) consecutive days. Temporary employees shall be ineligible for fringe benefits and longevity increments. The Union will be notified in writing of the hiring of a temporary employee and their anticipated employment duration.

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 accept 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.

Section 2.6 Probationary Employees. An employee shall be considered a probationary employee during the first ninety (90) days of regular employment. It is agreed that employees' probation starts with the first day of employment in any capacity except temporary employee. The Employer agrees to provide each probationary employee with a written evaluation on or before the seventy-fifth (75th) day of the probationary period. The Employer, with the consent of the employee, may extend the initial probationary period for up to sixty (60) days. During this probationary period, employees may be discharged without recourse to the grievance procedure. All benefits provided herein will accrue during the probationary period, however, employees will not be eligible for time off benefits until satisfactory completion of the probationary period, unless required by law.

Section 2.7 Trainee Employees. Employees who lack the qualifications or skills for a particular job may be employed up to ninety (90) calendar days as a trainee in either a full or part-time status at which time they will either be promoted to the position for which they are being trained or terminated based on their ability to meet the standards set for the job. If the employee is a new employee, the wage rate for such trainee may be ten percent (10%) below the base rate of pay for the job classification.

Section 2.8. Volunteer or special employment program personnel shall not perform functions performed by bargaining unit members if such activity results in a reduction of regularly scheduled employee hours worked.

Section 2.9 Lead Assignment. Lead assignment is an extra responsibility level assigned by the manager of a department. Assigned lead responsibilities will vary from department to department as defined by management and shall not include supervisory duties such as hiring, firing, disciplining, promoting, demoting, evaluating personnel or approving leave requests.

Section 2.10 Patient Resource Float Employees. Patient Resource Float employees are 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 by the Manager of the Clinic Network Float Pool to best accommodate the varying PSR and PRR needs of each VMC Clinic Network location, including the Patient Resource Center. Specific expectations are enumerated in Addendum "B."

Section 2.11. Preceptor. Preceptor assignment is an additional responsibility level 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 by the employer responsibility as a preceptor to plan, organize, and provide training to employees. Preceptors do not include employees performing training duties that are required as part of the employee's job classification or employees performing training duties as part of a lead assignment. Employees interested in becoming a preceptor and being assigned preceptor duties may notify their manager in writing of such interest.

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

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 expression or identity; marital status; national origin; age; or sensory, mental physical disability, etc., subject to occupational requirements and ability to perform the job requirements.

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

Section 3.3. Where the masculine or feminine gender has been applied in any job classification or in any provision of this Agreement, it is applied solely for the purpose of illustration and shall not in any way be used to designate the sex or gender of the employee eligible for the position or the benefits or any other provisions.

Section 3.4. This provision shall be interpreted consistent with the obligations of the Employer that have been established under Washington State or federal law.

ARTICLE 4

EMPLOYMENT PRACTICES

Section 4.1 Hiring. The Employer agrees to notify the Union of vacancies occurring in the classifications covered by this Agreement by electronic mail once a week. If called upon to supply applicants, the Union agrees to recommend only those applicants that are fully qualified to perform the work involved. The parties agree that the hiring decision remains exclusively an Employer responsibility, and the Employer shall be free to hire from any source whatsoever.

Section 4.2 Job Posting. Notice of vacant bargaining unit positions shall be sent through VMC electronic-mail broadcast at least three (3) business days in advance of filling in order to afford presently employed employees the first opportunity to apply. Employees of the posting department who apply will be afforded the first opportunity to fill the vacant position if qualified. In the event filling the position creates a vacant position, this position and any subsequent vacant positions created by the posting will be posted for at least two (2) business days in the department in advance of filling. To be considered for such job opening, an employee must indicate such interest in writing to the Employer.

The successful applicant will be transferred no later than six (6) weeks after accepting the new position, unless mutually agreed otherwise between the Employer and the employee. The Employer shall inform the employee of the date the transfer will take effect within three (3) to five (5) business days of the date notified of the awarded position.

When a permanent job opening occurs within the bargaining unit, the employer shall award the position to the most senior qualified employee, provided skill, competency, and ability are considered equal to that of other applicants, as determined by the Employer. The Employer will review and forward all applications within the bargaining unit who meet the minimum qualifications for the job as listed in the job description to the hiring manager. The hiring manager will interview the top three (3) most senior employees that are qualified for the position.

An employee who applies for a position and is not selected for an interview or is selected for an interview but is not hired for the position may contact the manager and/or Human Resources to discuss why the employee was not selected and what skills the employee needs to be a successful applicant in the future. The Employer will notify all unsuccessful internal applicants within three (3) to five (5) business days of filling the vacancy by notice through email. The Employer is committed to upgrading, promoting and transferring bargaining unit employees where appropriate.

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 loss of payment for any accrued vacation and vested sick leave.

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 thirty (30) 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 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 seven (7) calendar days thereafter with the exception of probationary employees.

Section 4.5 Discipline. The Employer shall use a uniform system of written warning notices for poor work performance, formal reprimands, demotions and suspensions, except wherein immediate discharge is applied. Copies of these notices shall be provided to the employee at the time formal disciplinary action is taken or shortly thereafter. The employee shall be requested to sign the written warning notice. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that the employee has seen and comprehends the gravity of the disciplinary action. Whenever it becomes necessary to discipline an individual employee, the supervisor vested with said responsibility shall undertake said talks in a respectful manner. Discipline shall be conducted in a setting that ensures the privacy of the employees and those directly involved in the incident or investigation.

Section 4.5(a) Weingarten Rights. An employee may, upon request, have a Union representative of the employee's choice present at a disciplinary meeting or an investigatory meeting with the Employer that could reasonably lead to the employee's discipline. If the employee requests union representation at such a meeting, the employee shall notify the Employer and shall be provided reasonable time to arrange for Union representation at the meeting. If the Employer has not informed the employee prior to the meeting of the meeting's investigatory purpose, the employee may request adjournment so as to enable the employee to secure Union representation. Notice of an investigatory and discipline meeting shall normally be provided directly to the employee while at work, unless the employee is out on leave and circumstances require more immediate notification.

Section 4.5(b) Labor Management Relations. Both parties agree that on-going effective and professional communication between staff and management is the desired goal. Efforts to resolve lack of clarity or day-to-day concerns should be made by utilizing Union representatives, management chain of command or HR representatives.

The parties will attempt to resolve issues at the lowest possible level within the management and labor structure.

Section 4.6 Personnel File. The employee or Union representative, if the employee so authorizes in writing, may examine the employee's personnel file. Warning letters or performance evaluations placed into the employee's personnel file shall be brought to the employee's attention. Employees shall have the right to review and comment on warning letters and performance evaluations, including any reference to job performance or personal character. Such comments shall be included in the employee's personnel file.

Section 4.7(a) Training and Education. On a calendar quarter basis, if requested by the Union, there will be a meeting of the training and education committee. The committee will consist of no more than four (4) representatives of the Employer and four (4) representatives of the Union and will review issues of training and education of employees under this Agreement. Employees who serve on the committee during their regular work hours will not lose work time for attending the meeting. Employees attending outside their regular work hours shall be compensated at the straight time rate under Section 7.5.

Section 4.7(b). An Education Fund will be established allocating \$100.00 per calendar year per full-time employee (prorated for FTE on January 1). Education funds are intended to cover courses/seminars that fulfill licensing and certification requirements or enhance the employee's function within the job classification. Release time to attend class and/or seminar will be subject to scheduling needs. Such courses and seminars may be by correspondence or in person. The employee's Manager will apprise the employee of the approval status of each written request in a timely manner.

Section 4.7(c). The Employer will continue reimbursement of costs specific to certification requirements which are mandated by the job. The Employer will require that the most cost-effective course will be utilized.

Section 4.8. No employee shall be required to furnish any equipment to perform the employee's duties unless herein provided.

Section 4.9. Where Employees who are required to wear Hospital specific uniforms (as distinguished from requiring adherence to a specified dress code) the uniforms will be paid for by the Employer, up to four (4) per year. Further, any employee required to wear a uniform who, while in the performance of the employee's job, ruins or destroys the uniform in part or totally shall be entitled to replacement of said uniform.

Section 4.10 Occupational Health and Safety. The Employer will provide safe working facilities and agrees to maintain such conditions in accordance with state and federal safety regulations. The Employer reserves the right to post and enforce safe practice rules and amend them from time to time as permitted or required by state and federal law. Infractions of a valid safe practice rule by an employee may be grounds for discipline or discharge. Employees are encouraged to report unsafe and/or unhealthy conditions to their supervisor and shall not be disciplined for making these reports.

The Employer has a responsibility to provide for the physical safety of employees on the Employer's premises and walking to and from employees' cars. The Employer shall conduct an ongoing security and safety assessment and develop a security plan with measures to protect employees, patients and visitors from physical and property harm. The security plan shall include, but not be limited to, security considerations relating to the following:

- 1) Physical layout;
- 2) Staffing after hours and single incumbent departments;
- 3) Security personnel availability;
- 4) Lighting and adequate patrol on the grounds and parking areas;
- 5) Policy and training related to appropriate responses to aggressive or violent behavior.

Section 4.11. Where issues of continued excessive work load or issues with staffing levels have not been resolved between the employees and their manager, working with or without their union representative, the VP of Human Resources or designee shall meet and confer with the Union Representative and Manager involved to seek a resolution of the issue. The problem-solvers will take into account changing technology, organizational priority changes, attrition rates and timelines to fill and/or create positions. The matters growing out of this provision are not subject to Article 5, Grievance and Arbitration.

Section 4.12 Inclement Weather. In the event of inclement weather as identified by the Employer and if the Employer decides to close the department or facility the employee may use the following to cover time loss due to Inclement Weather: accrued vacation, floating holiday, or may take the time as leave no pay, and will not be considered an absence or occurrence.

If a decision has been made to not close the department or facility, but an employee believes that coming to work or remaining at work would be a risk to personal safety, the employee may use the following to cover time loss due to inclement weather: accrued vacation, floating holiday, or may take the time as leave no pay, and will not be considered an absence or occurrence.

If the facility or department is closed after the employee has reported to work, the provisions of Section 7.5 Report Pay will be followed.

ARTICLE 5

GRIEVANCES AND ARBITRATION

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 of 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 1 - Immediate Supervisor

The employee and the Union steward or the Union Representative shall first attempt to resolve the problem promptly with the employee's immediate supervisor and bring forth notice of the grievance in writing in no event later than fourteen (14) calendar days of the employee's knowledge of the facts that constitute the grievance. A conference will be scheduled with the employee, employee representative, immediate manager/supervisor and HR representative. The immediate supervisor shall be given seven (7) calendar days to resolve the problem. Grievances resolved at the first step of this grievance procedure shall not be considered as setting precedent for the interpretation of the terms and conditions of this Agreement

Step 2 - Department Director

If the matter is not resolved to the employee's satisfaction in Step 1, the employee (and the Union steward and/or Union Representative) shall reduce the grievance to writing and present the grievance to the Human Resources Business Partner, or designee, within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the employee and Union steward and/or Union Representative and the Department Director and the VP of Human Resources (or designee) shall be held within fourteen (14) calendar days following receipt of the written grievance. The Department Head or designee shall reply within fourteen (14) calendar days following the grievance conference.

Step 3 - Appropriate Administrator and Union Representative

If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing within fourteen (14) calendar days of receipt of the written answer in Step 2 to the Human Resources Business Partner by the employee and authorized Union Representative. Within fourteen (14) calendar days a conference will be held between the employee, Union Representative, the appropriate Administrator and the VP of Human Resources for the purpose of resolving the grievance. Within fourteen (14) calendar days after such meeting, the appropriate Administrator or designee shall send the Union a written answer stating the Employer's decision concerning the grievance.

Step 4 - Optional Grievance Mediation

Within fourteen (14) calendar days after receipt of the Step 3 response VMC and the Union may mutually agree in writing to submit any unresolved grievance to mediation. A Public Employment Relations Commission Mediator will be requested through the PERC process. At any time during the mediation process either party, through written notice to the other, can terminate the mediation process. If the mediation is terminated the Union has fourteen (14) calendar days to refer the matter to Arbitration from date of termination of the mediation.

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) 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 be confined to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to the arbitrator. 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

Section 6.1 Workday. A normal workday shall consist of eight (8) hours of work 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.

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.

Section 6.1(b). Flexibility in scheduling will be encouraged, and newly created (innovative) work schedules and shifts may be established by agreement between the Employer, employees and Union. An innovative work schedule for an individual may be established as long as such schedule does not displace an established shift of another employee without the consent of the employee displaced. Where more than two

employees are involved, the innovative schedule or shift may be established when a majority of the employees affected consent and such work schedule agreement shall be set forth in writing with a copy provided to the Union.

Section 6.1(c). The Employer has established various work schedules and shifts for employees which vary from the terms of this Agreement. Such schedules/shifts may be continued and requests by employee(s) for flexibility with an employee's schedule or shift may be established with the agreement of the Employer. When an employee requests a work schedule change, the Employer may agree with the request as long as such schedule does not displace an established shift of another employee without the consent of the employee displaced. Where more than two employees are involved, the employee requested schedule change may be established when a majority of the employees affected consent and such schedule is approved by the Employer. Such schedule agreements shall be set forth in writing with a copy provided to the Union. The Employer shall consider all requests to work innovative schedules or shifts. Employees who bid a flexible work schedule position shall be considered to have agreed to the schedule posted with the position.

Section 6.2 Work Period. The normal workweek shall consist of forty (40) hours of work within 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.

Section 6.3 Overtime. Employees who have actually worked their normal workday 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 hours worked in excess of twelve (12) hours in a workday (excluding on call shifts and hours worked after regularly scheduled twelve (12) hour shifts) shall be paid at two (2) 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.

Section 6.3(a). Overtime will normally be assigned to employees within the classification in the cost center where the overtime is required. The Employer will first attempt to meet unanticipated or increased workload requirements by utilizing on-call staff assigned to the cost center. If additional workload requires overtime by the regular full-time or part-time staff, the Employer will attempt to meet requirements on a voluntary basis of the staff on the current schedule by order of seniority in the cost center. When there are no qualified volunteers to meet workload requirements, assignment of overtime shall be on a reverse seniority rotation basis within the cost center.

In a circumstance in which employees are not available within the cost center, employees in the same job classification(s) from other cost centers may volunteer for the overtime work by electronic mail.

Section 6.4. It is recognized and understood that deviations from the foregoing normal hours of work will 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, and emergencies. No such deviations shall be considered a violation of this contract. An employee whose work schedule is to be changed shall be notified as soon as possible of such change. Monthly work schedules shall be posted as directed by Section 6.6.

Section 6.5 Rest Periods. Employees shall receive a rest period of fifteen (15) minutes including time to and from their assigned place of work during each four (4) hour period of work. Such rest period shall be scheduled as nearly as practical during the midpoint of each four (4) hour period, taking into consideration the primary concern of adequate department coverage. Employees may request to occasionally combine rest and meal periods and such requests shall not be unreasonably denied by the Employer.

Section 6.5(a). Any employee working more than (2) hours of overtime shall receive a fifteen (15) minute rest period at the end of such two (2) hour period and an unpaid uninterrupted thirty (30) minute meal period at the end of four (4) hours. If the overtime assignment continues beyond the meal period for a period of more than two (2) additional hours, the employee shall receive another fifteen (15) minute rest period at the end of that two (2) hour period.

Section 6.6 Work Schedules. Monthly or twenty-eight (28) days work schedules will be posted at least ten (10) days in advance of the schedule. Except for compelling business conditions beyond the control of the Employer and as provided by Section 6.8, individual assignment of hours of work may be changed only by mutual consent.

Section 6.6(a). Subject to scheduling requirements and the qualifications required of the tasks to be performed, regular part-time employees who notify their department manager in writing prior to the posting of their schedule that they wish extra shifts for

that schedule shall be given an opportunity to work extra available shifts prior to calling in on-call employees.

Section 6.6(b) Changes in Work Schedules and Shifts. A change in shift shall be defined as any extended change in work schedules or shifts of one (1) or more hours from the beginning or end of an employee's current shift. This Section does not apply to rebids or employees who have flexible schedules, including variable start and stop times.

The Employer will notify the employee(s) at least twenty-eight (28) days in advance of any extended change in work schedules or shifts and shall post the updated work schedule at least ten (10) days in advance of the schedule implementation date.

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.

Section 6.7 Rest Between Shifts. Each employee shall have an unbroken rest period of at least ten (10) hours between shifts unless mutually agreed to between the employee and the Employer. All time worked within the ten (10) hour requirement shall be paid at time and one-half (1½).

Section 6.8 Low Census. Low census is a temporary condition caused by reduced patient utilization or reduced workload which significantly reduces the need for staff. A temporary reduced work schedule because of low census as requested by the Employer shall not alter accrued hours of employment for seniority purposes or accrual of vacation or sick leave credits and other benefits which would otherwise be earned by a regularly scheduled employee. During the period of temporary low census or low need, the Employer will seek volunteers before implementing a reduced staffing schedule. When not enough volunteers are available, the necessary involuntary staff reduction will be scheduled on a seniority basis by classification and shift, providing the skill, competence and ability of employees within that cost center are substantially equal. Low census release will be in the following order:

- Employees on overtime.
- Temporary employees.
- On-call employees.

Part-time employees working over their scheduled FTE.

Full-time and part-time employees in accordance with reverse seniority on a rotational basis.

Employees will be allowed the option to use accrued vacation, or their floating holiday, or leave without pay to cover their reduced hours. The Employer will not require that employees use accrued time to cover for low census.

In the event of predetermined low census, for example prior to or following a holiday, which the Employer requires a department to schedule a partial up to a full day closure, impacted employees within that department shall be provided notice as soon as practical, but not less than seventy-two (72) hours. The seventy-two (72) hour notification would not apply to situations that result from a business emergency.

In the event low census periods extend on a regular basis for six (6) consecutive weeks, the Employer will meet with the Union to review the application of this Section for low census conditions.

Employees who report for work as scheduled and low census is declared will be guaranteed Report Pay pursuant to Section 7.5.

Section 6.9. With the sole exception of premium hours paid for hours worked on a holiday, under no circumstances shall there be pyramiding of overtime or premium pay. Only those hours paid at straight time rates of pay shall be considered in determining if the employees are entitled to overtime pay. All time paid at time and one-half (1 ½) or double time (2X) is overtime whether called premium or overtime pay.

Section 6.10. The Employer's present practices of not regularly rotating shifts (i.e., days, evenings, and nights) shall be maintained. This provision does not affect the changing of starting times within a shift.

Section 6.11 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 re-bid.

ARTICLE 7

CLASSIFICATION AND RATES OF PAY

Section 7.1 Wage Schedule. Exhibit "A" attached hereto and made a part of this Agreement is the schedule of job classifications 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 job classification identified in Exhibit "A".

Effective the first full pay period following ratification of this agreement, pay bands "A," "B," "C," and "K-1" will be eliminated from the Exhibit "A" Wage Schedule, and a pay band "O" will be added to the Exhibit "A" Wage Schedule with step wage rates that are three percent (3%) higher than the respective step wage rates of pay band "N."

Effective the first full pay period following ratification of this agreement, the job classifications identified below will be placed on Exhibit "A" Wage Schedule pay bands as follows:

- (a) Accounts Payable Representative will be placed on Pay Band "H";
- (b) Coder/Abstractor III will be placed on Pay Band "O";
- (c) Financial Advocate will be placed on Pay Band "M";
- (d) Imaging Service Representative will be placed on Pay Band "H";
- (e) Patient Access Associate I will be placed on Pay Band "H";
- (f) Patient Access Associate II will be placed on Pay Band "J";
- (g) Patient Account Representative II will be placed on Pay Band "K";
- (h) Patient Resource Float will be placed on Pay Band "H";
- (i) Patient Resource Representative I will be placed on Pay Band "H";
- (j) Patient Resource Representative II will be placed on Pay Band "J";
- (k) Patient Resource Representative III will be placed on Pay Band "K";
- (l) Patient Service Representative will be placed on Pay Band "H".

Effective the first full pay period following ratification of this agreement, the current wage rate in effect for each bargaining unit employee shall be increased as follows:

- (a) The wage rates of the Base step through and including Step 5 of each Exhibit "A" Wage Schedule pay band will be increased by three percent (3.0%);
- (b) The wage rates of Step 6 through and including Step 10 of each Exhibit "A" Wage Schedule pay band will be increased by two and one half percent (2.5%);
- (c) The wage rates of Step 11 through and including Step 15 of each Exhibit "A" Wage Schedule pay band will be increased by two percent (2.0%);

- (d) The wage rates of Step 16 through and including Step 22 of each Exhibit "A" Wage Schedule pay band will be increased by one and one half percent (1.5%).

Effective the first full pay period following October 31, 2021, the current wage rate in effect for each bargaining unit employee shall be increased by two percent (2.0%).

Effective the first full pay period following October 31, 2022, the current wage rate in effect for each bargaining unit employee shall be increased by two and one half percent (2.5%).

Effective the first full pay period following October 31, 2023, the current wage rate in effect for each bargaining unit employee shall be increased by two and one-half percent (2.5%).

Section 7.2. Employees shall receive a 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".

Section 7.3 Shift Differential. Employees assigned to the second shift (3:00 pm – 11:00 pm) shall be paid a shift differential of 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) shall be paid a differential of 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 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.

Section 7.4 Job Descriptions. The Employer, upon request, will furnish the Union with job descriptions for all classifications in the bargaining unit. Employees will perform work assigned. The Employer will review and update job descriptions periodically so that the descriptions accurately reflect the work being performed. The Employer agrees to notify the Union of any new classifications covered by this Agreement. The Employer will provide copies of all new and/or revised job descriptions to the Union. Upon hiring or transferring into a new position, employees shall be given a copy of their current job description by their manager and whenever the job description changes.

Section 7.5 Report Pay. Except for those employees who were hired for or who have bid a job with a regular schedule of less than four (4) hours, any employee who is ordered to report to work, or who is scheduled to work and is permitted to come to work

without receiving prior notice that no work is available, shall receive pay for four (4) hours' work at the regular rate of pay, with the exception of required meetings which will be paid at the appropriate rate of actual meeting time. Employees with a schedule of less than four (4) hours will be guaranteed reporting pay of the hours of their schedule. Effort will be made to schedule meetings consecutive with the employee's shift. In the event that meeting times are not consecutive with the employee's shift, the employee will be guaranteed two (2) hours pay. This guaranteed meeting pay will not apply to meetings that an employee attends remotely through telephonic or video conferencing on days when the employee has scheduled work hours.

It shall be the responsibility of each employee to notify the Employer of the employee's current address and telephone number. Failure to do so shall excuse the employer from these notification requirements.

Full-time employees called in on their scheduled day off will be compensated for all hours worked on such a day at one and one-half (1½) times their regular rate of pay, except for meetings as specified above. This provision shall not apply to an employee who has actually worked less than forty (40) hours in the work week, or eighty (80) hours in their regular work period, and who volunteers to work on their scheduled day off.

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 who are double-rated because they are regularly assigned to two different roles.

Section 7.7 Standby. Where there is a low census, employees may be required to be on standby during the hours they are regularly scheduled to work. In addition, employees may, at the request of the hospital, volunteer for standby outside the hours of their schedule. The employee shall be advised of the number of hours the employee is required to be on standby and will be compensated \$3.00 for each hour the employee is not working. If the employee is called in from standby, the employee will be guaranteed a minimum of four (4) hours pay at the employee's straight time rate of pay.

Section 7.8 On-Call. Employees may be required to be on-call during the hours outside of the employee's regularly scheduled shift in accord with the on-call procedures for their department. The employee shall be paid \$3.00 per hour for the number of hours designated on-call which the employee does not work. If the employee is called to work, the employee shall be guaranteed a minimum of three (3) hours pay at the overtime rate, the first time the employee is called in during an eight (8) hour shift. Subsequent calls during this period shall be at the overtime rate only if otherwise applicable and there shall be no minimum hours guaranteed. The minimum call hours shall not apply when

the employee reports for work in advance of the assigned shift. Travel time to and from the Medical Center will not be considered time worked. Actual time worked on call-back shall count as straight time worked for purposes of computing vacation, sick leave benefits, and salary increments.

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.

Section 7.10. All bona fide lead personnel shall receive a wage differential of one dollar and fifty cents (\$1.50) per hour in recognition of such additional responsibility.

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.

Section 7.12. The Employer shall notify the Union of any new job classification(s) appropriate to the bargaining unit. Should new jobs be created or the job description of present classifications substantially change, the Employer and the Union shall negotiate the classification of such new jobs and place such jobs in the appropriate pay ranges. An employee may request of the supervisor a classification review wherein the job duties have substantially changed. Employees who wish to grieve a supervisor's decision must do so within fourteen (14) days of the supervisor's decision.

Section 7.13 Wage Schedule Placement

Section 7.13(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 (2½%), 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.

Section 7.13(b) Promotion Into Bargaining Unit. When a current employee of the Employer who is not covered by this Agreement applies for and is awarded a higher-graded position covered by this Agreement, that employee will suffer no loss of pay in that promotion. 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 placed on the new wage scale at the pay Step that is the closest to, but not lower than, their current actual base pay 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.

Section 7.13(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 the employee's 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.

Section 7.13(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 including pay that is retroactive to the new employee's hire date.

Section 7.14 Weekend Differential. Any employee who works on a weekend shall receive one dollar and fifty cents (\$1.50) 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.

Section 7.15 Patient Resource Float Pool Premium. Patient Resource Float employees as defined in Section 2.10 will be compensated at \$2.50 per hour above their regular rate of pay.

ARTICLE 8

HOLIDAYS

Section 8.1. Regular full-time employees shall be granted the following holidays with 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 if the employee uses paid benefit time (sick, vacation, floating

holiday, as available) during an approved FMLA leave of absence or for their own illness or a family illness purpose, for all scheduled hours on the regularly scheduled day before and/or after the holiday, or has approval of such absence for other reasons.

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 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 up to eight (8) hours holiday pay at the base rate of pay.

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.

Section 8.4. If a holiday falls on a regular employee's regularly scheduled day off, said Employee shall receive up to eight (8) hours holiday pay at the base rate of pay.

Section 8.5. If a holiday occurs during a scheduled and paid vacation, it will not be charged as a vacation day.

Section 8.6. 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.

Section 8.7. Holiday pay for employees working the night shift shall be given for the shift when the majority of the shift hours are on the designated calendar date for the holiday.

ARTICLE 9

VACATIONS

Section 9.1. Vacation accrual shall begin with the date of hire for the purpose of applying vacation policies. An employee is entitled to take vacation after completing 1,040 hours of work. Vacations may be taken at any time during the year mutually agreeable to the Employer and the employee.

Section 9.2(a). Vacation hours may be requested in half hour, hourly, daily or weekly increments. Submitting vacation preferences and granting vacations may be conducted through an electronic system specified by the Medical Center. An employee may cancel an approved leave with twenty-eight (28) days notice. Within the sole discretion of the

manager an employee may cancel an approved vacation leave with less than twenty-eight (28) days notice.

Section 9.2(b). The vacation approval year begins each March 1 and runs until the last day of February of the following year. Vacations shall be scheduled by the Employer in such a way as will least interfere with the function and workload of a particular department. Seniority, in accordance with Sections 12.1 and 12.3, shall prevail on vacation selections provided that vacation for the upcoming approval year has been requested prior to January 31. The Employer will notify employees of their vacation dates by March 1.

Section 9.2(c). Vacation requests made after January 31 may be scheduled at a time mutually agreeable to the employee and the Employer on a first come, first served basis. Requested vacation dates will be approved or denied as soon as possible but not more than two (2) weeks following the request.

Section 9.2(d). Vacation requests for time off during holiday periods (defined as the week of Christmas, the week after Christmas, and the week of Thanksgiving) shall be assigned on an equitable rotational basis as defined by the department. Vacation time off during holiday periods and the normal summer vacation season, May 15 to September 15, may be limited by the manager to two (2) weeks.

Section 9.3. All employees are encouraged to and may be scheduled to take vacation time off for at least one-half (1/2) of the accrued hours earned on a yearly basis. In the event an employee has accumulated more than two hundred and forty (240) hours of accrued vacation time as of December 31 of any year, the Employer may, at its option, pay the employee for the excess hours. The employees may sell back to the Employer accrued vacation in excess of one-half of the hours accrued each year. Payment shall be at the employee's regular rate of pay.

Terminal vacation pay is authorized providing at least 1,040 hours have been worked, required conditions of severance have been complied with, and termination is not due to discharge for just cause.

Section 9.4. The rate of vacation accrual shall be based on compensable hours exclusive of overtime premium and on-call pay as follows:

Column I

<u>During the</u>	<u>Vacation Earned Per Hour</u>
1 st and 2 nd year	.0385
3 rd year	.0462
4 th and 5 th years	.0692
6 th and 7 th years	.0731
8 th and 9 th years	.0769

10 th and 11 th years	.0808
12 th through 14 th years	.0885
15 th year and more	.0962

Column 2

Equivalent Annual Vacation for full-time employees:

<u>During the</u>	<u>Working Days Per Year</u>
1 st year	10
3 rd year	12
4 th and 5 th years	18s
6 th and 7 th years	19
8 th and 9 th years	20
10 th and 11 th years	21
12 th through 14 th years	23
15 th year and more	25

Years of service shall be calculated on the basis of compensated hours with 2,080 hours being equal to one (1) year of service.

Vacation pay shall be at the rate as if the employee has continued to work during the time of vacation.

Section 9.5. Part-time employees shall accrue and take pro rata portion of vacation days based on hours compensated exclusive of overtime premium and on-call pay.

Section 9.6. On-call employees shall be entitled to accrue vacation on a pro-rata basis. On-call employees shall be eligible to use vacation and have rights to vesting upon appointment to a regular full-time or part-time position.

ARTICLE 10

SICK LEAVE

Section 10.1. Regular full-time, regular part-time, and on-call employees shall earn sick leave credits at the combined rate of .03654 hours 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 Sections 10.2 and 10.3.

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.

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

Section 10.2 Vested Sick Leave. A portion of sick leave credits shall be accumulated as vested sick leave at the rate of .025 hours for each hour compensated, exclusive of overtime premium, on-call pay, and standby pay. The vested portion of sick leave is payable at the regular rate of pay on the first day of a bona fide illness, injury, disability due to pregnancy or for other purposes specified in Medical Center policy or required by applicable law. The Employer may require employees to provide two (2) hours advance notice of illness before a shift, unless the onset of illness is unforeseen during the notice period.

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 10.3 Catastrophic Sick Leave. A portion of sick leave credits shall be accumulated as catastrophic sick leave at the rate of .01154 hours for each hour compensated, exclusive of overtime premium and on-call pay, up to a maximum of 240 hours of catastrophic sick leave credits, at which point no further catastrophic sick leave will be credited. Catastrophic sick leave shall be payable only after all vested sick leave has been used and/or for an illness or injury that completely disables an employee from performing the employee's work for fourteen (14) consecutive calendar days. The employee may be required to obtain a statement from a physician or be screened by the Employer's health service facility before such catastrophic sick leave is paid. When such disability exceeds fourteen (14) consecutive calendar days, then accumulated unused catastrophic sick leave shall be paid commencing with the first day of illness or injury. Any vested sick leave credits applied during such period of disability shall be reinstated to the employee's vested sick leave account after the catastrophic sick leave has been paid.

Section 10.3(a). Employees who on October 31, 2020 had accumulated more than 240 hours of catastrophic sick leave credits shall retain and be entitled to use such credits, but shall not be credited with additional catastrophic leave credits until the employee's accumulated balance falls below 240 hours.

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 seventy-two (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.

Section 10.5. Regular full-time and regular part-time employees who retire or terminate employment with the Employer in good standing after completion of their probationary period shall receive payment for all accrued, unused, vested sick leave at the time of retirement or termination. Good standing is defined as termination with appropriate notice and not discharge for cause.

ARTICLE 11

LEAVES OF ABSENCE

Section 11.1. All leaves of absence without pay shall be requested by the employee in writing to their direct Supervisor/Manager as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer as soon as possible but no later than thirty (30) calendar days. When more than one paid or unpaid leave type available in this Agreement or by law applies to a period of approved time off, all such leave types, including FMLA leave and Washington Paid Family & Medical Leave, shall be used concurrently to the maximum extent allowed by law.

Section 11.2 Leaves With Pay. A leave with pay shall not alter an employee's anniversary date or employment or otherwise affect the employee's benefit or wage status with the Employer.

Section 11.3 Personal Illness, Injury, or Maternity Leave. A leave of absence up to nine (9) consecutive months annually will be granted to employees for maternity or health reasons, illness or injury. The Employer may request certification of the period of disability from the employee's physician.

Section 11.3(a). Subject to Sections 11.9 and 11.10, a paid or unpaid leave, not to exceed sixty (60) days within a rolling twelve (12) month period, including vacation, sick leave, and holiday if applied by the employee during such leave, shall not alter an employee's anniversary date of employment or the amount of accrual of vacation benefits or sick leave credits which would otherwise be earned by the employee. The same position and shift shall be available to the employee upon return from such leave. This section shall apply to leaves for health reasons, maternity or family leave, up to a

period of ninety (90) days and pregnancy disability leave, up to a period of the disability. Within a rolling twelve (12) month period of time the combination of maternity, pregnancy medical or pregnancy disability leave and family leave (including FMLA leave and Washington Paid Family & Medical Leave) when taken together shall not exceed one hundred eighty (180) days or ninety (90) days, plus the period of disability, whichever is the longer. Other leaves may not be combined.

Section 11.3(b). Authorized leaves for a period in excess of leave granted pursuant to Section 11.3(a), within an anniversary year shall not alter the employee's anniversary date. Vacation benefits or sick leave credits shall not accrue during such leave unless specifically agreed to by the Employer. Upon return from an authorized leave of absence in excess of the leave granted under Section 11.3(a), the job to be offered is subject to the circumstances existing at the time of return to work and may not be the same position or shift as the job vacated at the time such leave commenced. If the job offered is at the employee's comparable rate of pay and number of hours worked, the employee shall accept the offer to return to work unless, in the Hospital's judgment, extenuating circumstances exist.

Section 11.4 Educational Leave. After one (1) year of continuous employment, up to one (1) year of leave without pay may be granted for approved educational purposes, provided patient care will not be jeopardized, without loss of seniority or accrued benefits, subject to the Employer's policy on vacation and sick leave carry over. There shall be no paid educational leave unless agreed in writing between the Employer and employee with the amount of pay being specified in this written agreement.

Section 11.5. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, as may be allowed under applicable law, without loss of benefits accrued to the date such leave commences and shall not be considered part of the earned annual vacation time. Employees will give notice of known military leave ten (10) days prior to the posting of the monthly work schedule in which the military leave will occur.

Section 11.6 Insurance Coverage. The Employer will extend COBRA rights to employees on an approved leave of absence.

Section 11.7 Jury Duty. Regular full-time and part-time employees who are called to serve jury duty will be paid the difference between the employee's regularly scheduled rate of pay and pay received from jury duty, with the exception of mileage payments from the court, for actual time spent in jury duty, or when serving as a witness on behalf of the Hospital, on a day the employee would have been scheduled to work.

Section 11.8 Bereavement Leave. Regular full-time and part-time employees shall be allowed up to a maximum of three (3) days off with pay for actual scheduled regular work hours lost up to twenty-four (24) hours during the three (3) day period, by reason of a death in the employee's immediate family. The term "immediate family" includes husband, wife, domestic partner, mother, father, son, daughter, sister, brother,

mother-in-law, father-in-law, son or daughter-in-law, sister or brother-in-law, grandparents, grandchildren step-parents, step-children or father, mother, son, daughter of a previously designated domestic partner. Bereavement leave will apply when an employee or an employee's spouse or domestic partner experiences a spontaneous miscarriage or stillbirth. Two (2) days of unpaid bereavement leave may be granted for extended travel upon the approval of the department head or designee. The employee may request additional time off which may be taken as unpaid time or vacation or holiday time coming to the extent of the employee's accrual. Bereavement leave must be taken within ten (10) calendar days of the death of a family member, or the funeral of a family member. The Hospital may extend the time frames for the use of bereavement leave when appropriate, based on unusual circumstances relating to the death of the employee's family member. The Hospital may require such written proof of death as it may consider appropriate. Domestic partners shall be defined and implemented as set out in the Seattle Municipal Code, Section 4.30.020.

Section 11.9 Family Leave. Upon completion of six (6) calendar months, employees who regularly work at least twenty-four (24) hours per week shall be granted family leave for a period of up to fourteen (14) weeks without loss of accrued unused benefits to the date of commencement of such leave with return to the employee's position as provided in 11.3(a).

This leave of absence shall be granted to: (a) care for a newborn or newly adopted child of the employee under the age of six (6) at the time of placement or adoption or (b) care for a child of the employee under the age of eighteen (18) years who has a terminal health condition. A leave of absence begins on the first absence from work or, in the case of childbirth, on the first day after the mother's temporary medical disability from childbirth has ended. Family leave shall be unpaid except: (a) an employee may use accrued paid time off as available and (b) an employee on leave to care for a terminally ill child may use accrued sick leave at the beginning of the leave as permitted by state law and thereafter use accrued vacation. Family leave must be completed within twelve (12) months after the birth or placement for adoption.

An employee on family leave not exceeding ninety (90) days from the date of the first absence from work shall be entitled to return to the employee's prior position. Thereafter, the employee shall be entitled to the first available position for which the employee is qualified. There shall be no loss of accrued unused benefits from the date of commencement of such leave. If both parents of the newborn or newly adopted child are employees, they shall be entitled to a total, in combination, of ninety (90) days of family leave, to be granted to only one employee parent at a time.

Alleged violation of the family leave provision shall be submitted to the grievance procedure as set forth in Article 5 in accordance with the Family Leave Law.

Section 11.10 FMLA Leave. The Employer will provide FMLA Leave according to Federal requirements.

Section 11.11 Washington Family Care Act. In accordance with State requirements employees can use accrued sick, vacation or floating holiday leave to care for a child, spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. "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.

Section 11.12 Child Care Leave. After one year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 11.9 (Family Leave) without loss of seniority or accrued benefits, subject to the Employer's policy on vacation and sick leave carry over. An employee on child care leave shall be entitled to the first available position for which the employee is qualified upon return from unpaid child care leave. Such leave shall not exceed one year.

Section 11.13 Washington Paid Family & Medical Leave Act. The Washington Paid Family & Medical Leave Act establishes a state program that generally allows eligible employees to apply for State-provided income replacement benefits during a leave of up to 12 weeks (or under certain circumstances up to 18 weeks) for qualifying reasons. Leave that is compensated under the PFML program will run concurrently with all other applicable paid or unpaid leave types available in this Agreement or by law, including FMLA leave, to the maximum extent allowed by law. Employees will be responsible for the full employee premium share allowed by law, paid through payroll deduction. VMC will pay the remaining portion of the premium. Employees who receive state benefits under the PFML program will be allowed to use accrued sick leave credits and/or vacation benefits to supplement State payments, up to the employee's net weekly earnings based on the employee's budgeted FTE and regular rate of pay. Available accrued sick leave credits must be used before available vacation benefits. Employees must request supplemental use of sick leave credits and/or vacation benefits in writing through a process established by the Medical Center and provide appropriate information, including the date the employee became eligible for PFML benefits and documentation of the receipt of PFML payments and the weekly benefit amount received. Supplemental sick leave credits and/or vacation benefits will generally be paid within two pay periods of the employee's request and submission of required information and documentation.

ARTICLE 12

SENIORITY

Section 12.1 Seniority. Seniority is defined as employee's continuous length of service from most recent date of hire measured by compensable hours (herein sometimes referred to as life hours). Seniority shall not apply to an employee until the employee has completed the required probationary period. Upon satisfactory completion of this

probationary period, the employee shall be credited with seniority from the most recent date of hire.

Section 12.2. Seniority shall be broken only by the following:

- a) Resignation
- b) Discharge
- c) Retirement
- d) Layoff of more than twelve (12) months
- e) Failure to return in accordance with the term of a leave of absence or failure to respond within three (3) days of written notice of recall from layoff as provided in 13.8(a).

Section 12.3. Life hours among employees shall be the determining factor in shift changes, overtime assignments, rebids, vacation and schedule changes. Life hours shall, except as may be provided in Article 13, be the determining factor in promotions and job vacancies when the Employer determines that qualifications to meet the required competencies of the position are substantially equal. In the event that two (2) or more employees have the same number of Life hours, the employee with the oldest continuous hire date shall prevail.

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

- a) Employees in a department shall be considered first for job openings in their department
- b) 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 twelve (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 and external applicants.

Employees shall not be eligible for transfers or promotions without the consent of their department manager during their first six (6) months in a new position. When job vacancies are open to bid to employees outside the department, the job shall be awarded to the bidder with the greatest lifetime hours providing their qualifications to

perform the required competencies are determined by the Employer to be substantially equal to those of other applicants.

Section 12.5. Length of service with the Employer shall be a primary consideration when temporary employees apply for permanent positions providing their qualifications to perform the required competencies are determined by the Employer to be substantially equal to those of other applicants.

Section 12.6. Employees who accept positions with the Employer which, are not covered by this Agreement, shall not have any rights under this Agreement during such period of employment. If the employee returns to a bargaining unit position, the employees seniority rights shall be reinstated and shall be as defined in Section 12.1.

ARTICLE 13

LAY OFF

Section 13.1 General Conditions. It is the intent of the parties to administer this Agreement as to minimize the impact of layoff, hours reductions or displacement of senior qualified employees. None of the provisions of this Article shall be construed to allow a less senior employee to displace a more senior employee, where the senior employee has substantially equal qualifications as determined by the Employer to perform the competencies of the position.

Section 13.2 Layoff. Layoff shall be defined as any loss of active employment due to a reduction in force or elimination of position.

Section 13.3 Reduction in Hours. Reduction in hours shall be defined as a permanent reduction of an employee's FTE level. Where there is such a reduction in hours to be implemented in a work area, the least senior employee in the classification and on the affected shift shall have their hours mandatorily reduced, as may be consistent with scheduling and staffing requirements.

Section 13.4 Layoff Procedure. When the Employer determines that the number of employees will be reduced and a layoff will be implemented, the Employer shall first seek volunteers from the affected classifications. Temporary and on-call positions within the classification will be eliminated prior to any lay-off. If the reduction need is not met by volunteers, then seniority life hours (per Section 12:1) among employees in the same department in the affected classifications will be the determining factor, provided that qualifications, including experience, to perform the required competencies are determined by the Employer to be substantially equal.

All employees will be assigned a home work area; this will be the cost center to which their FTE will be assigned. Employees shall be advised of their cost center. Work area assignment information will be provided to the Union under Section 1.8. The Union shall also be advised of any changes in the cost center designations.

Section 13.4(a). Positions within a classification which are vacated by a layoff will on the basis of seniority be offered to the employees in the classification who have been displaced from their work area but had the seniority, qualifications and experience to retain employment. Employees shall be considered involuntarily laid off if displaced employees cannot be assigned to positions with a comparable FTE and comparable shift.

Section 13.4(b) Displacement Rights for Employees Subject to Layoff or Mandatory Hours Reduction. Employees subject to layoff or whose hours have been reduced as per Section 13.2 and Section 13.3, above, may take the position of the least senior employee whose position is at a comparable FTE in their classification and work area on another shift. If there is no such position in the work area, the employee may elect one of the following options:

- 1) Accept the layoff or hours reduction.
- 2) Accept the layoff or hours reduction but elect to be placed on the recall list for a comparable position and FTE status that the employee held immediately prior to the layoff or reduction.
- 3) Bump the position of the least senior employee in their classification with a comparable FTE level and comparable shift to that which they were assigned prior to layoff or the mandatory hours reduction, subject to Section 13.6.

Section 13.5. An employee who is offered a transfer to a different position within their classification as a result of a layoff or to a new position as a result of work redesign, may, at the time of the offer elect voluntary layoff. An employee who is offered the position as a part of a layoff, may alternatively elect resignation and severance pay in accord with Employer policy.

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, 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.

Section 13.7 Layoff or Hours Reduction Notice. Employees shall be entitled to at least two (2) calendar weeks notice of layoff or hours reduction or pay in lieu thereof plus any accrued vacation and retention of accrued vested sick leave, as provided in this agreement. The Employer shall make its best effort to provide more than two (2) weeks notice whenever possible. Notwithstanding the above, where an entire work area is closed or where jobs are eliminated due to outsourcing or subcontracting, employees shall be provided with four (4) weeks notice or two (2) weeks notice and two (2) weeks pay in lieu of additional notice. Notice shall be given concurrently to affected employees and to the Union. Upon notification, the Union will be provided with the following information:

- a) the implementation date of any layoff,
- b) a description of the FTEs to be reduced, eliminated and/or moved to another location, including cost center and manager,
- c) a roster of impacted classification(s) that includes each employee's name, FTE, cost center, shift, hire date and lifetime hours, and
- d) a list of the classifications that will be remaining in the cost center after layoffs and/or hour reductions, including the FTE and shift hours of each remaining position.

During this notice period, the Employer and the Union shall meet to discuss and consider alternatives to layoff. The Union will receive copies of all notices provided employees.

Section 13.8 Recall From Layoff. Employees who are eligible for 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 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. 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.

Section 13.8(a). Employees shall be notified by certified mail at the employee's address on file in the Department of Human Resources of the date to return to work on recall. Failure of an employee to respond within (3) days of the date specified by the Employer shall result in termination. It is the employee's responsibility to keep the Employer informed as to current address.

Section 13.9 Severance Pay. Employees employed in a classification subject to a layoff may elect to be terminated and be eligible for severance payments according to the schedule below. Employees who choose termination with severance shall be ineligible for recall rights specified in Section 13.8 above and shall be considered to have terminated their employment. The number of employees electing severance pay will not exceed the number of employees laid off. In the event more employees request severance, seniority shall control. Weeks of severance pay shall be paid at the employee's regular rate of pay at the time severance is elected and at forty (40) hours pay per week prorated for part time employees based upon their assigned FTE at the time of severance. Years of service for purposes of this section shall be defined as 2080 paid hours.

<u>YEARS OF SERVICE</u>	<u>WEEKS OF PAY</u>
2 – 3	1 weeks pay
4	2 weeks pay
5 – 6	3 weeks pay
7 – 8	4 weeks pay
9 – 10	6 weeks pay
11 – 12	8 weeks pay
13 – 14	10 weeks pay
15 or more	12 weeks pay

Section 13.10. An employee whose hours have been permanently mandatorily reduced or has been laid off shall retain any prior eligibility for medical and dental insurance benefits for themselves and their dependents through the end of the month in which the permanent mandatory reduction or layoff occurred.

Section 13.11 Restoration of Hours. In the event the Employer increases the number of FTE's in a work area on other than a temporary basis, employees working in that classification in the work area, at a reduced FTE under Section 13.3, shall, in order of seniority be assigned the additional FTE hours up to their FTE before the reduction, if the employee is working on the same shift as the additional hours and the assignment is consistent with scheduling requirements. If the employee rejects the assignment, the employee will not be entitled to the benefit of this provision thereafter.

Open positions occasioned by, e.g. termination or transfer, shall be posted for bid under Section 4.2.

Section 13.11(a) Temporary Hours. Employees whose hours have been mandatorily reduced or who have been laid off may notify the Employer in writing of their availability

to work temporarily available extra hours. In order of seniority and subject to the employees' availability and competence to perform the work, they shall be utilized before other employees or services (including temporary and/or on-call) up to the level of their FTE prior to the reduction, provided written notice is given prior to each schedule posting by the time required in work area. Priority shall be given first to employees who have been laid off or reduced from the work area requiring additional hours.

Section 13.12 Restructure/Rebid. In the event the Employer determines to reconfigure the FTEs in the affected work area of an employee, employees will bid for 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 bid, the Employer shall provide the Union and affected employees with at least two (2) weeks' advance notice in writing a written description of the positions which will be available for bid and a seniority roster for the affected employees. Such description shall include the positions' FTE, shift, and work schedule. Reconfiguring FTEs will occur when the Employer determines legitimate business needs or scheduling needs require the change. Reconfigured FTEs shall not be implemented for at least two (2) weeks following the re-bid.

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

ARTICLE 14

MEDICAL AND OTHER INSURANCE

Section 14.1 Healthcare Plan.

Section 14.1(a). Participation in medical, dental and any other insurance benefit shall be subject to the specific plan eligibility requirements.

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.

Section 14.1(c). 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 FOUR). 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 14.1(d). 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.

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.

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.

Section 14.3 Life Insurance. All regular employees consistently working twenty-four (24) hours or more per week shall be eligible for group life insurance, paid for by the Employer.

Life Insurance	\$15,000
Accidental Death & Dismemberment	\$15,000

Section 14.4 Worker's Compensation. All employees shall be covered under Washington Worker's Industrial Accident Compensation or equal coverage. Employees will be given the option to supplement any approved time loss compensation benefits with paid time off under this Agreement, beginning with accrued sick leave time, not exceeding in total the employee's regular rate of pay and FTE.

Section 14.5 Liability Insurance. The Employer will provide an insurance policy equivalent to the amount of one million dollars (\$1,000,000) for each person in each

accident and in the aggregate five million dollars (\$5,000,000) per twelve (12) month period in order to protect the employee acting within the capacity and scope of the employee's duties.

Section 14.6 Conversion Privileges. Upon termination or leave of absence, an employee may convert (up to an amount equal to the employee's life coverage) without medical examination to a personal life insurance policy.

Section 14.7 Short-term Disability. The Employer shall offer a short-term disability plan for employees to purchase either using available flex credits or at their own expense.

ARTICLE 15

CONFERENCE COMMITTEES AND EDUCATION/TRAINING

Section 15.1. The Employer, jointly with the elected representatives of the Union of the Hospital, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of the Conference Committee is to foster improved communications between the Employer and the employees including but not limited to, development of forms and/or procedural clarifications intended to clarify provisions of the Collective Bargaining Agreement and the Employer's policies. The function of the Committee shall be advisory. The Committee shall consist of four (4) representatives of each party. The Employer representatives will be appointed by the Employer and the Union representatives appointed by the Union. Each party shall designate a Co-Chair. The Co-Chairs shall mutually establish the particular date for the Conference meetings not to exceed one per month. The Co-Chairs will develop an agenda for each meeting to be sent to all representatives seven days before the meeting. The meeting length may be one hour. The Co-Chairs may mutually agree to extend the length of any meeting not to exceed two hours. Committee members shall suffer no loss of pay if they attend Conference Committee meetings with Employer representatives while on duty status.

Section 15.2. Where attendance at any meeting is mandatory, the meeting time shall be considered work time.

Section 15.3. For the term of this Agreement, the Employer shall continue any existing practices regarding education/training of bargaining unit employees; if the Employer decides to change any practice(s) regarding education/training, the Union shall be notified prior to the change and provided the opportunity to exercise any bargaining rights.

ARTICLE 16

PARKING

The Employer will continue to offer employee parking in the parking garages during the term of this Agreement. Security escorts for the evening shift will be provided if requested.

ARTICLE 17

RETIREMENT PLAN PROGRAM

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.

ARTICLE 18

MANAGEMENT RIGHTS

Subject to the express terms and conditions of this Agreement, the management of the hospital and the direction of the work force including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from their duty because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to promulgate rules, regulations and personnel policies; the right to determine the extent to which the hospital shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish work schedules, to subcontract out work and to extend, limit or curtail its operations is vested exclusively in the Employer. 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 this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 19

STRIKES AND LOCKOUTS

There shall be no strikes, sympathy strikes, slow downs or stoppages of work by the employees, and nothing contained in this contract shall be construed to grant any

employee the right to strike or refuse to perform the employee's duties. Further, there shall be no lockouts by the Employer.

ARTICLE 20

SUCCESSOR EMPLOYERS

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 21

SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decisions, regulations or decrees shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 22

COMPLETE AGREEMENT

This Agreement cancels and supersedes all previous agreements between the parties, whether written or oral, express or implied. Past practice shall not be binding upon either the Union or the Employer.

ARTICLE 23

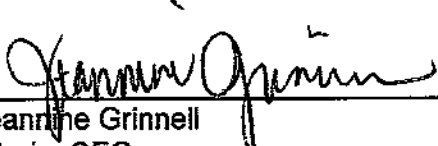
DURATION

This Agreement shall be in full force upon ratification of this Agreement (wage increases will be effective in accordance with specific effective dates) through October 31, 2024. Should either party desire to modify or terminate this Agreement on October 31, 2024, it shall serve written notice upon the other one hundred twenty (120) days but no less than ninety (90) days prior to that date.

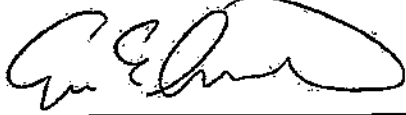
DATED this 15th day of January, 2021.

VALLEY MEDICAL CENTER

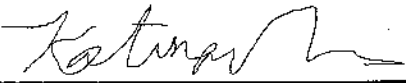
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 8, AFL-CIO



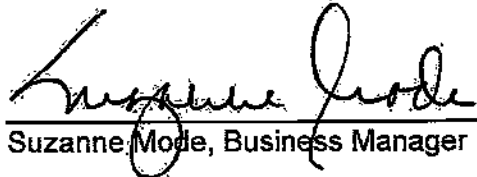
Jeanne Grinnell
Interim CEO



Erin Adamson, Union Representative



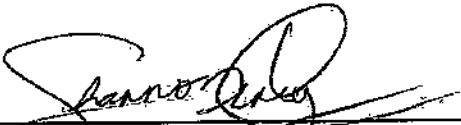
Katina Maier
Vice President, Human Resources



Suzanne Mode, Business Manager




Elizabeth Burns, Bargaining Committee




Shannon Cuney, Bargaining Committee



Romy Domingo, Bargaining Committee



Brenda Larson, Bargaining Committee



Tracy Speights, Bargaining Committee



Kathleen Wilbur, Bargaining Committee

EXHIBIT A -- WAGE SCHEDULE

Position	Increase Date - 1st PP after:	Base	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
D Mail Room Clerk	Ratification	16.00	16.44	16.93	17.46	17.97	18.53	18.99	19.56	20.13	20.71	21.31	21.51	21.83	22.46	23.12	23.79	24.36	24.70	25.06	25.42	25.78	26.53	26.93	
	10/31/2021	16.32	16.77	17.27	17.81	18.33	18.90	19.37	19.96	20.53	21.13	21.74	21.96	22.27	22.91	23.58	24.26	24.84	25.20	25.57	25.93	26.30	27.06	27.47	
	10/31/2022	16.73	17.19	17.71	18.25	18.79	19.37	19.85	20.45	21.04	21.66	22.28	22.49	22.83	23.48	24.17	24.67	25.46	25.83	26.20	26.58	26.96	27.74	28.15	
	10/31/2023	17.15	17.62	18.15	18.71	19.26	19.86	20.35	20.96	21.57	22.20	22.84	23.06	23.40	24.07	24.77	25.49	26.10	26.47	26.86	27.24	27.63	28.43	28.86	
E Medical Records Scanner Telecom Operator	Ratification	16.53	17.02	17.53	18.07	18.63	19.16	19.65	20.23	20.81	21.43	22.05	22.26	22.57	23.22	23.89	24.59	25.18	25.55	25.91	26.28	26.66	27.43	27.84	
	10/31/2021	16.86	17.36	17.89	18.43	19.00	19.56	20.04	20.64	21.23	21.86	22.49	22.70	23.02	23.69	24.37	25.08	25.66	26.06	26.43	26.81	27.19	27.98	28.40	
	10/31/2022	17.28	17.79	18.33	18.89	19.48	20.04	20.54	21.16	21.76	22.40	23.06	23.27	23.59	24.28	24.98	25.71	26.33	26.71	27.09	27.49	27.87	28.68	29.11	
	10/31/2023	17.71	18.24	18.79	19.37	19.96	20.54	21.05	21.68	22.30	22.96	23.63	23.85	24.18	24.89	25.60	26.35	26.98	27.38	27.76	28.17	28.57	29.39	29.84	
F Birth Registry Rep Client Services Rep Medical Records Tech	Ratification	17.12	17.64	18.16	18.70	19.27	19.83	20.33	20.94	21.55	22.16	22.81	23.03	23.36	24.03	24.73	25.45	26.06	26.44	26.82	27.21	27.69	28.39	28.82	
	10/31/2021	17.46	17.99	18.52	19.08	19.35	20.23	20.74	21.36	21.96	22.61	23.27	23.49	23.83	24.51	25.23	25.96	26.58	26.97	27.35	27.75	28.14	28.96	29.39	
	10/31/2022	17.90	18.44	18.98	19.55	19.83	20.73	21.25	21.89	22.53	23.17	23.85	24.08	24.42	25.12	25.86	26.61	27.24	27.64	28.04	28.45	28.84	29.68	30.13	
	10/31/2023	18.34	18.91	19.46	20.04	20.33	21.25	21.79	22.44	23.09	23.75	24.45	24.68	25.04	25.75	26.50	27.28	27.92	28.33	28.74	29.16	29.56	30.42	30.86	
G Scheduler Tech	Ratification	17.71	18.29	18.97	19.71	20.44	21.22	21.95	22.76	23.42	24.09	24.60	25.04	25.40	26.13	26.89	27.67	28.34	28.74	29.15	29.57	30.00	30.87	31.33	
	10/31/2021	18.06	18.66	19.35	20.10	20.85	21.65	22.39	23.22	23.89	24.58	25.29	25.54	25.91	26.65	27.42	28.22	28.90	29.31	29.73	30.17	30.60	31.49	31.96	
	10/31/2022	18.51	19.12	19.83	20.61	21.37	22.19	22.95	23.80	24.49	25.19	25.93	26.18	26.56	27.32	28.11	28.93	29.63	30.05	30.48	30.92	31.36	32.28	32.76	
	10/31/2023	18.97	19.60	20.33	21.12	21.90	22.74	23.52	24.39	25.10	25.82	26.58	26.83	27.22	28.00	28.81	29.65	30.37	30.80	31.24	31.69	32.15	33.08	33.58	
H Accounts Payable Rep Admitting Registrar Imaging Service Rep Patient Access Associate I Patient Resource Float Patient Resource Rep I Patient Service Rep Perioperative Services Scheduler Transcriptionist/Secretary	Ratification	18.33	18.88	19.44	20.03	20.71	21.46	22.16	23.06	23.72	24.40	25.11	25.35	25.71	26.46	27.23	28.01	28.69	29.10	29.52	29.94	30.38	31.25	31.72	
	10/31/2021	18.69	19.26	19.83	20.43	21.12	21.89	22.61	23.61	24.20	24.89	25.61	25.85	26.22	26.99	27.77	28.57	29.26	29.68	30.11	30.54	30.98	31.88	32.35	
	10/31/2022	19.16	19.74	20.33	20.94	21.65	22.43	23.17	24.10	24.80	25.51	26.25	26.50	26.88	27.66	28.46	29.29	29.99	30.42	30.86	31.31	31.76	32.68	33.16	
	10/31/2023	19.64	20.24	20.84	21.47	22.19	22.99	23.75	24.70	25.42	26.15	26.91	27.16	27.55	28.36	29.18	30.02	30.74	31.18	31.64	32.09	32.55	33.49	33.99	

Position		Increase Date - 1st PP after:	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22
J	HIM Charge Capture Specialist Patient Access Associate II Patient Resource Rep II	Ratification	18.97	19.53	20.14	20.74	21.37	21.98	22.55	23.22	23.89	24.59	25.29	25.54	25.91	26.66	27.43	28.22	28.90	29.32	29.74	30.18	30.60	31.49	31.98
		10/31/2021	19.35	19.92	20.54	21.15	21.80	22.42	23.00	23.68	24.37	25.08	25.80	26.05	26.43	27.20	27.98	28.79	29.48	29.91	30.34	30.78	31.21	32.12	32.60
		10/31/2022	19.83	20.42	21.06	21.88	22.34	22.98	23.57	24.28	24.98	25.70	26.44	26.70	27.09	27.88	28.67	29.51	30.21	30.65	31.10	31.55	31.99	32.92	33.42
		10/31/2023	20.33	20.93	21.58	22.23	22.90	23.56	24.16	24.88	25.60	26.35	27.10	27.37	27.77	28.57	29.39	30.24	30.97	31.42	31.87	32.34	32.79	33.74	34.25
K	Patient Account Rep II Patient Resource Rep III	Ratification	19.55	20.21	20.83	21.46	22.09	22.77	23.32	24.03	24.72	25.45	26.17	26.43	26.81	27.60	28.39	29.22	29.92	30.36	30.79	31.23	31.68	32.59	33.08
		10/31/2021	20.04	20.62	21.24	21.89	22.53	23.22	23.78	24.51	25.22	25.96	26.70	26.96	27.35	28.15	28.96	29.81	30.52	30.96	31.40	31.85	32.31	33.25	33.74
		10/31/2022	20.54	21.13	21.77	22.43	23.10	23.80	24.38	25.12	25.85	26.61	27.37	27.63	28.03	28.85	29.68	30.55	31.28	31.74	32.19	32.65	33.12	34.08	34.58
		10/31/2023	21.05	21.66	22.32	22.99	23.67	24.40	24.98	25.75	26.50	27.27	28.05	28.32	28.73	29.57	30.43	31.31	32.07	32.53	32.99	33.47	33.94	34.93	35.45
L		Ratification	20.33	20.91	21.55	22.22	22.86	23.56	24.12	24.88	25.51	26.35	27.11	27.38	27.78	28.58	29.41	30.26	30.99	31.43	31.89	32.35	32.81	33.76	34.27
		10/31/2021	20.74	21.33	21.99	22.66	23.32	24.03	24.60	25.38	26.12	26.87	27.66	27.93	28.33	29.16	30.00	30.87	31.61	32.06	32.52	33.00	33.46	34.43	34.95
		10/31/2022	21.26	21.86	22.53	23.23	23.90	24.63	25.21	26.02	26.77	27.54	28.35	28.63	29.04	29.88	30.75	31.64	32.40	32.86	33.34	33.82	34.30	35.29	35.83
		10/31/2023	21.79	22.41	23.10	23.81	24.50	25.26	25.84	26.67	27.44	28.23	29.06	29.35	29.77	30.63	31.52	32.43	33.21	33.68	34.17	34.67	35.16	36.17	36.72
M	Buyer Coder/Abstractor I Financial Advocate	Ratification	21.77	22.41	23.09	23.77	24.48	25.24	25.85	26.63	27.40	28.19	29.02	29.29	29.72	30.58	31.46	32.37	33.15	33.63	34.12	34.61	35.11	36.12	36.66
		10/31/2021	22.20	22.86	23.55	24.25	24.97	25.75	26.37	27.17	27.95	28.75	29.60	29.88	30.31	31.19	32.09	33.02	33.82	34.30	34.80	35.30	35.81	36.84	37.40
		10/31/2022	22.76	23.43	24.14	24.85	25.59	26.39	27.03	27.85	28.65	29.47	30.34	30.63	31.07	31.97	32.89	33.85	34.66	35.16	35.67	36.19	36.71	37.77	38.33
		10/31/2023	23.33	24.02	24.74	25.48	26.23	27.05	27.71	28.54	29.36	30.21	31.10	31.39	31.85	32.77	33.71	34.69	35.53	36.04	36.56	37.09	37.62	38.71	39.29
N	Coder/Abstractor II	Ratification	22.42	23.09	23.78	24.48	25.22	26.00	26.63	27.43	28.22	29.04	29.89	30.18	30.80	31.49	32.40	33.34	34.14	34.63	35.13	35.64	36.16	37.20	37.76
		10/31/2021	22.87	23.55	24.26	24.97	25.72	26.52	27.17	27.98	28.79	29.62	30.48	30.78	31.21	32.12	33.05	34.01	34.82	35.33	35.83	36.35	36.88	37.94	38.51
		10/31/2022	23.44	24.14	24.87	25.59	26.37	27.19	27.85	28.68	29.51	30.37	31.25	31.55	31.99	32.92	33.88	34.86	35.69	36.21	36.73	37.26	37.80	38.89	39.48
		10/31/2023	24.03	24.74	25.49	26.23	27.03	27.86	28.64	29.40	30.24	31.12	32.03	32.34	32.79	33.75	34.73	35.73	36.58	37.11	37.65	38.19	38.74	39.86	40.46
O	Coder/Abstractor III	Ratification	23.10	23.78	24.50	25.21	25.98	26.78	27.43	28.26	29.07	29.92	30.78	31.08	31.52	32.44	33.38	34.34	35.16	35.67	36.18	36.71	37.24	38.32	38.89
		10/31/2021	23.58	24.26	24.99	25.72	26.50	27.32	27.98	28.82	29.65	30.51	31.40	31.70	32.15	33.09	34.04	35.03	35.86	36.39	36.91	37.44	37.98	39.08	39.67
		10/31/2022	24.15	24.86	25.61	26.36	27.16	28.00	28.68	29.54	30.39	31.28	32.18	32.50	32.96	33.91	34.90	35.90	36.76	37.30	37.83	38.38	38.93	40.06	40.66
		10/31/2023	24.75	25.48	26.25	27.02	27.84	28.70	29.40	30.28	31.15	32.06	32.99	33.31	33.78	34.76	35.77	36.80	37.68	38.23	38.78	39.33	39.91	41.06	41.68

ADDENDUM A

OPEIU PAC SOLICITATION/REIMBURSEMENT

In consideration for the Employer's Agreement regarding voluntary PAC Fund deductions, the Union agrees that neither bargaining unit employees nor Union representatives will solicit for political action fund deductions in work areas nor will there otherwise be any disruption to patient care or business operations.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse VMC for its reasonable cost of administering the PAC check off in the parties' Collective Bargaining Agreement. VMC and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover VMC costs of administering this check off. Accordingly, the parties agree that VMC will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the PAC check off provision in the parties' Collective Bargaining Agreement to reimburse VMC for its reasonable costs of administering the check off.

ADDENDUM B

REGARDING CLINIC NETWORK FLOAT POOL

- 1.** It is recognized that Patient Resource Float employees as defined in Section 2.10 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 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 Section 6.6 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 float pool employees understand that daily or emergency changes may occur at clinic network sites. Float pool employees will cooperate with all emergency changes unless a prior personal emergent commitment exists.
- 3.** Should designated float pool employees be required to travel to more than one 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 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 clinics' processes and procedures. Designated float pool employees in the Clinic Network Float Pool will be compensated at \$2.50 per hour above their regular rate of pay.
- 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.

ADDENDUM C

APPLICATION OF LAYOFF RIGHTS TO TIERED POSITIONS

For the purposes of applying "bumping" rights under Section 13.4(b), Displacement Rights for Employees Subject to Layoff or Mandatory Hours Reduction, and "recall" rights under Section 13.8, Recall From Layoff, the parties agree that employees in the group of Patient Access Associate job classifications or the group of Patient Resource Representative job classifications will be able to apply those rights based on their job classification's tier, as follows, subject to Section 13.6:

Where these contract Sections provide for bumping rights, a higher tier job classification will first be able to exercise a bumping opportunity within that job classification and, if no such opportunity exists, within lower tier job classifications in the same job group. Lower tier job classifications will not be able to exercise a bumping opportunity within a higher tier job classification. For example, if a Patient Resource Representative III has bumping rights under these contract Sections, they would first be applied to the applicable least senior employee within that job classification and, if no such bumping opportunity exists, to the least senior employee within the Patient Resource Representative II job classification and, if necessary thereafter, to the least senior employee within the Patient Resource Representative I job classification. This agreement does not otherwise alter the application of Section 13.4(b) or any bumping rights defined therein.

Where these contract Sections provide for recall rights, an employee in a higher tier job classification may be recalled to an opening in their job classification or in a lower tier job classification. An employee will not be removed from the recall list or face termination by refusing recall to a lower tier position. Employees in lower tier job classifications will not be recalled to openings in a higher tier job classification. For example, an employee laid off from the Patient Access Associate II job classification will be recalled to available Patient Access Associate II and Patient Access Associate I openings, but shall not be removed from the recall list or face termination for refusing recall to a Patient Access Associate I opening. This agreement does not otherwise alter the application of Section 13.8 or any recall rights defined therein.

MEMORANDUM OF UNDERSTANDING – ONE
PSR Clinic Assignments Involving Travel

If during a work day VMC assigns a Patient Service Representative to work at 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 ask for volunteers from the impacted location and the most senior volunteer will be assigned. 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:

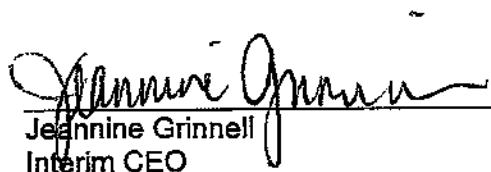
1. Mileage at the current IRS rate if the PSR uses their own car, and
2. Two dollars and twenty-five (\$2.25) an hour premium for hours worked from the time the employee leaves the first Clinic Network location through the time worked at the second Clinic Network location.

This Memorandum of Understanding does not apply to 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.

VALLEY MEDICAL CENTER

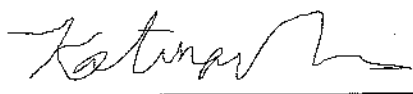
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 8, AFL-CIO



Jeannine Grinnell
Interim CEO



Erin Adamson, Union Representative



Katina Maier
Vice President, Human Resources

MEMORANDUM OF UNDERSTANDING – TWO
PRR Performance Incentive Program

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.

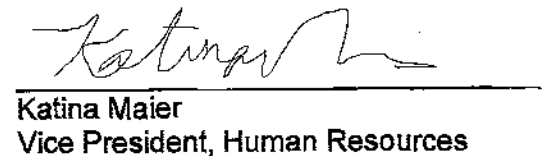
Within thirty (30) days after January 1, 2019, either party may request to meet to discuss the incentive program, the results of the first two six (6) month review periods, and possible modifications to the incentive program. If the parties jointly agree in writing on modifications to the incentive program, 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.

VALLEY MEDICAL CENTER

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 8, AFL-CIO


Jeannine Grinnell
Interim CEO


Erin Adamson, Union Representative


Katina Maier
Vice President, Human Resources

MEMORANDUM OF UNDERSTANDING – THREE
Interpretation of Term of the Contract

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.

VALLEY MEDICAL CENTER

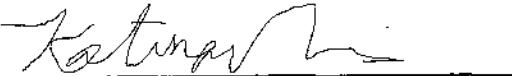
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 8, AFL-CIO



Jeannine Grinnell
Interim CEO



Erin Adamson, Union Representative



Katina Maier
Vice President, Human Resources

MEMORANDUM OF UNDERSTANDING – FOUR
Labor-Management Healthcare Benefits Committee


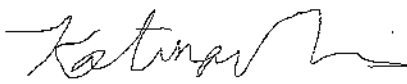

This is a Memorandum of Understanding (“MOU”) between VALLEY MEDICAL CENTER (“VMC”) and the following unions: SEIU HEALTHCARE 1199NW (“SEIU”) representing its RN, Service, LPN, and Case Management bargaining units; the UNITED FOOD AND COMMERCIAL WORKERS LOCAL 21 (“UFCW”) representing its Professional Technical and Pharmacy bargaining units; the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 (“IUOE”) representing its Operating Engineer Bargaining Unit; and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8 (“OPEIU”) representing its Office and Professional Services bargaining unit (the Unions); collectively the “Parties”.

The Parties have been involved in discussions regarding healthcare benefits through a Labor-Management Healthcare Benefits Committee (“Committee”). This Committee has produced recommendations designed to result in a better healthcare program to encourage overall employee wellness. The Parties wish to continue such Committee meetings and continue to develop jointly agreed upon recommendations. VMC and each Union member agrees as follows:

1. The Parties will continue to meet at least quarterly through December 31, 2024 or until such time as any Party withdraws from participation whichever occurs first. Withdrawal by any of the Union participants or VMC must be in writing and shall automatically terminate this MOU.
2. There will be no more than thirteen participants on the Committee - four from VMC and nine total from all four Unions unless otherwise agreed to by each of the Parties. There will be two Co-Chairs, one chosen by VMC and one by the Union participants. Outside experts may be requested to attend by agreement of the Parties.
3. The intent of the Committee is to reach a joint recommendation on a comprehensive plan for the medical benefits and wellness program for the 2021, 2022, 2023, and 2024 plans which may include but is not limited to, changes resulting in cost management, lower utilization, better benefit coverage, and chronic disease management. The Parties agree that any joint recommendation regarding the wellness components of the healthcare plan will include consideration of increasing wellness activities in order to qualify for better participant plan components.
4. By August 31st of each calendar year the Parties will reduce to writing any proposed joint Committee recommendation for changes to VMC’s medical benefits and wellness program for the subsequent year. Upon mutual agreement by each of the Parties, the deadline for recommendations may be extended to no later than September 30th of the calendar year. To become a formal recommendation that can be acted upon, the recommendation must be signed by each of the Parties and the written document must be titled “Yearly Recommendation(s) For Year [add specific year] ” (“Yearly Recommendation”). The Parties may seek approval from their

respective memberships or executives before determining if that Party will sign the proposed joint Committee recommendation.

5. VMC will implement any written and signed Yearly Recommendation for a specific year produced by the Committee by August 31st of the prior year.
6. If the Parties cannot reach agreement on a Yearly Recommendation by August 31st for any year, the terms of each Union member's collective bargaining agreement, in effect during the year for which there is no agreed upon implemented Yearly Recommendation, will dictate the terms of the medical benefits and wellness program for those bargaining unit members.
7. Nothing in this MOU will supersede agreed upon terms in each Union's current collective bargaining agreement with VMC however VMC and each individual Union agree that the terms of any implemented Yearly Recommendation will not be subject to bargaining during any successor collective bargaining contract negotiations with an individual Union unless VMC and the individual Union agree in writing to open the implemented Yearly Recommendation to bargaining.

<p>VALLEY MEDICAL CENTER</p>  <hr/> <p>Jeannine Grinnell Interim CEO</p>  <hr/> <p>Katina Maier Vice President, Human Resources</p>	<p>OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8, AFL-CIO</p>  <hr/> <p>Erin Adamson, Union Representative</p>
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MEMORANDUM OF UNDERSTANDING – FIVE
Telecommuting

This is a Memorandum of Understanding between Valley Medical Center (“VMC”) and the Office and Professional Employees International Union Local 8 (OPEIU or “the Union”) regarding telecommuting by bargaining unit employees. This Memorandum of Understanding will supersede and replace all prior agreements between the parties concerning Telecommuting bargaining unit employees.

1. **Eligibility**

VMC will determine those positions that are available for telecommuting within designated departments and job classifications, including initially Health Information Management Coder I, Coder II and Medical Record Technician positions, Patient Resource Center Patient Resource Representative positions, VDI Imaging Services Representative positions, and Patient Financial Services non-customer service Patient Account Representative positions. VMC will determine the number of available telecommuting positions for each department and job classification. In certain areas VMC may also determine that most or all positions will become telecommuting positions, including for example HIM Coder I and Coder II positions and Patient Financial Services non-customer service Patient Account Representative positions.

VMC will determine the employees who are eligible to telecommute based on the following non-exclusive eligibility guidelines:

- Regular full-time or part-time employee who has successfully completed the probationary period. On-call employees may also be deemed eligible based on other eligibility criteria.
- No more than one (1) corrective action in the prior 6-month period
- Meets required performance metrics and standards set by the department and/or most recent performance evaluation documents meets expectations in all areas
- Availability of dedicated, private home work area allowing for secure and confidential work
- Ability to work independently and productively in home work environment, including ability to maintain home internet connectivity and proficiency with necessary technology.

In certain areas VMC may also determine that most or all employees in a department or job classification will be eligible, including for example HIM Coder I and Coder II positions and Patient Financial Services non-customer service Patient Account Representative positions.

Eligible employees will first be awarded available telecommuting positions in the employees' department and job classification on a volunteer basis. In circumstances where the number of eligible employees who volunteer is greater than the number of available telecommuting positions in the relevant department and job classification, life

hour seniority among the eligible volunteering employees will control.

In the event there are fewer eligible employee volunteers than the number of available telecommuting positions in the relevant department, job classification and shift, VMC may assign eligible employees to available telecommuting positions on a reverse-seniority basis. If a regular, non-probationary employee who is assigned to a telecommuting position on this basis is unable to telecommute due to an inability to obtain necessary internet connectivity or the lack of a dedicated, private work area, the employee may be returned to on-site status or will be laid off in accordance with Article 13 of the parties' Agreement.

In circumstances where telecommuting is required for most or all positions in a department or job classification, the ability to telecommute under this MOU will be a job requirement. In addition to the assignment procedures above, to facilitate a transition to required telecommuting, VMC may utilize a rebid process under the collective bargaining agreement to assign employees to telecommuting positions.

If VMC determines that the number of available telecommuting positions in a department or job classification will be reduced, VMC will provide ten (10) days written notice to the Union. If as a result of a reduction in available telecommuting positions or a determination of ineligibility a telecommuting employee is returned to an on-site status, VMC will provide notice to the employee in accordance the terms of this MOU.

Telecommuting employees may be required to sign a telecommuting agreement consistent with this MOU.

2. Workspace, Technology and Reimbursement

Telecommuting employees will maintain a dedicated, private work area where the employee can be free of noise and other distractions and the employees work, including computer screen, will be out of view of other household members to protect confidentiality. The work area must allow adequate room for the computer, monitors, keyboard and mouse in an ergonomically correct manner and have lighting adequate for reading, writing and computer use. VMC will provide telecommuting employees with materials about creating an ergonomically correct work space. Telecommuting employees may request an ergonomic consultation with VMC's "Lift Team," to be conducted at VMC's main campus, virtually or telephonically, subject to the ordinary allocation of Lift Team resources. Telecommuting employees will be paid for up to one hour of time to set up their home work area.

VMC will develop and provide to a telecommuting employee a technology package consisting of computer hardware and software required to perform the employee's job duties. Telecommuting employees will take reasonable steps to protect VMC property from theft, damage, loss or misuse. Telecommuting employees will comply with all licensing agreements for the installation and use of VMC owned software. Telecommuting employees who are directed by VMC to bring VMC technology on site

for inspection, updating, repair or replacement will receive pay for their actual working time.

VMC will not provide office furniture to telecommuting employees except as part of an approved reasonable accommodation for disability. Telecommuting employees can request office supplies necessary to complete their assigned work through regular department procedures.

Employees are responsible for obtaining and maintaining all services, hardware and software necessary to establish or maintain internet connectivity that is sufficient to perform required job duties at the expected productivity level. It is the telecommuting employee's responsibility to make arrangements for the installation and maintenance of a working internet connection, and to immediately report to the employee's supervisor any disruptions to such connection. Telecommuting employees must have a hard-wired internet connection to their home work station, and may not rely on a wi-fi connection.

If VMC determines that a high-speed internet connection is required to effectively use computing technology or hospital systems to complete job duties, VMC will provide a regular employee with a gross monthly internet subsidy of fifty dollars (\$50.00) (less applicable taxes and withholdings). (HIM telecommuting employees who received a gross monthly internet subsidy of seventy-two dollars and three cents (\$72.03) as of January 7, 2021 will instead continue to receive that subsidy through December 31, 2022, after which those employees will receive the standard gross monthly internet subsidy of fifty dollars.) VMC's Information Technology department will determine when a high-speed internet connection is necessary and the connectivity speed required (currently, high-speed connectivity consists of 25 megabits per second (Mbps) downstream and 1 Mbps upstream). It is the telecommuting employee's responsibility to make arrangements for the installation and maintenance of a working high-speed internet connection, and to immediately report to the employee's supervisor any disruptions to such connection.

All technology, software and systems provided by VMC, or to which access is provided by VMC, all user account passwords, and all data created or stored on such technology, software and systems are the property of VMC and upon termination of telecommuting status, termination of employment, or upon request of VMC will be returned by the employee within five (5) business days. Telecommuting employees are responsible for the failure to return provided technology and for any willful damage to such technology by the employee or household members or guests.

All technology, software and systems provided by VMC are for business use, should not be used for personal reasons outside the employee's scheduled hours of work, and any personal use during scheduled hours of work should be brief, appropriate, and during non-working time such as meal and rest periods.

All technology, software and systems provided by VMC are subject to inspection, monitoring, auditing and access by VMC for any purpose without notice, including but

not limited to monitoring the use of computers, applications, networks, and email. Telecommuting employees agree that they have no expectation of privacy in the use of such technology, software or systems and will submit to requests for inspection and monitoring.

3. Security and Confidentiality

All technology, software and systems provided by VMC are subject to and must be used in accordance with VMC's Information Security Policies and other VMC policies. Employees with questions about the requirements of these policies should contact their manager or VMC's Information Technology or Human Resources departments.

Telecommuting employees must keep user account passwords private and not disclose them to anyone. All technology, software and systems used in the performance of job duties must be secured against unauthorized use when left unattended.

Telecommuting employees must comply with all VMC and department policies and procedures for the protection and security of confidential information, including all protected health information. Telecommuting employees must take reasonable steps to prevent access, accidental or not, to all such confidential information while working in the home work environment. Telecommuting employees must immediately log off, lock their screen, or change to a non-patient information screen if anyone enters the work area.

Telecommuting employees may not print or store hard copy documents or files at their home work location. No electronic files or data may be copied to a personal computer or device.

Telecommuting employees are responsible for maintaining the safety of their home work area for themselves and household members and guests. All work related injuries must be promptly reported to a supervisor for referral to workers compensation. VMC is not responsible for non-work related injuries in the home work area, injuries outside of the home work area, or for any injuries to household members or guests.

4. Schedule, Availability

Telecommuting employees will be assigned scheduled days and hours of work in accordance with the collective bargaining agreement. Telecommuting employees will be accountable for working their full scheduled hours of work, providing for breaks and meal periods in accordance with the collective bargaining agreement. As with on-site work, employees may not work hours in excess of their scheduled hours of work without prior approval from the employee's supervisor or manager.

Telecommuting employees are subject to low census reduction in hours on the same basis as on-site employees in accordance with the collective bargaining agreement.

Telecommuting employees remain accountable for accurately recording their hours of work through VMC's electronic timekeeping system.

Telecommuting employees must be available to communicate with managers, supervisors, and co-workers during all scheduled working time by phone, email, or other means of communication customarily used in the employee's department.

In the event an employee's ability to work from home on any scheduled shift or any portion thereof is disrupted for any reason, for example due to a loss of power or internet connectivity, the employee must immediately contact the employee's supervisor. In this circumstance several outcomes may apply: (1) may direct the employee to commute to the on-site work location for the duration of the scheduled shift, giving consideration to the distance an employee would be required to travel; (2) the employee may, upon request and approval by the employee's supervisor, make-up the remaining scheduled work hours at an alternate time during the same work week; or (3) the employee may with their supervisor's approval take paid or unpaid time off as provided for in this MOU.

If the employee provides prompt notice, travels to the on-site location when directed, and completes the employee's full scheduled shift onsite, the employee will not suffer any loss of pay due to the work disruption (i.e. will receive pay for the full scheduled shift including travel time falling within the scheduled shift hours).

If an employee's ability to work from home is disrupted for a reason beyond the employee's control and the employee is instructed not to continue working on site, the employee will be paid for the employee's actual time worked on the date of the disruption or for two (2) hours, whichever is greater. If it is determined that the work disruption was due to the failure or unavailability of an VMC computer system, the employee will be paid for the employee's actual time worked on the date of the disruption plus one hour or for three (3) hours, whichever is greater. An employee may elect to use available vacation or floating holiday time to cover any scheduled work time that is not compensated under this Paragraph or may take leave without pay.

VMC may establish a schedule of on-site working days (including for purposes of meetings and training) for a telecommuting employee. In addition, VMC may require a telecommuting employee to provide no more than five (5) additional on-site working days per month. These additional on-site working days will either be scheduled with forty-eight (48) hours notice to the employee or, in the event unplanned on-site work is required by VMC, VMC will seek volunteers to work on-site and, if no volunteers are available, will provide as much notice as possible and rotate the assignment of unplanned on-site work on an equitable basis among telecommuting employees in the relevant department and shift.

Unless otherwise specified or required by law, Telecommuting employees will not receive pay or mileage reimbursement for travel between home and an on-site work location.

5. Performance and Evaluation

Telecommuting employees are expected to perform all job duties and meet the same standards and expectations of productivity and performance as on-site employees. Telecommuting employees must follow all VMC and department policies, procedures and meet the same standards of conduct and behavior as on-site employees.


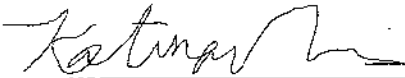
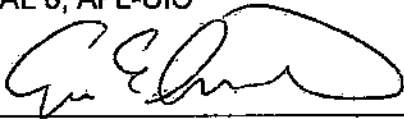
Telecommuting employees must maintain a personal schedule that is free from family or dependent care responsibilities during scheduled hours of work.

Telecommuting employees will participate in normal processes of informal and formal review and evaluation of work productivity and performance, including annual performance evaluations.

6. Termination and Notice

While it is VMC's intention to provide reasonable stability in employees' work location status, VMC may end the telecommuting status of any employee in its sole discretion, provided the decision to end the telecommuting status of an employee is not arbitrary or capricious. Valley will provide employees at least fourteen (14) calendar days' notice of the termination of telecommuting status, unless the decision is based on disciplinary circumstances requiring immediate action.

VMC will be solely responsible for developing, implementing and administering telecommuting programs consistent with this MOU. VMC will provide the Union with ten (10) days notice prior to implementing a telecommuting program under this MOU in a new department or job classification. This Memorandum of Understanding will remain in effect until forty-five (45) days following notice to the Union of VMC's intent to terminate this MOU. The Union retains its right to request negotiation over the effects of the termination of this MOU.

<p>VALLEY MEDICAL CENTER</p>  <p>Jeannine Grinnell Interim CEO</p>  <p>Katina Maier Vice President, Human Resources</p>	<p>OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8, AFL-CIO</p>  <p>Erin Adamson, Union Representative</p>
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MEMORANDUM OF UNDERSTANDING
Between
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8 and
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302
And
VALLEY MEDICAL CENTER
REGARDING

Temporary Measures in Response to Novel Coronavirus (COVID-19) and 403(b) Employer Contribution
and Matching Contribution Temporary Suspension

Valley Medical Center (hereafter "VMC" or "Employer") and the Office of Professional Employees International Union Local 8 (hereafter "OPEIU") are signatory to a 2021 - 2024 Collective Bargaining Agreement ("OPEIU CBA") while VMC and IUOE Local 302 (hereafter "IUOE") are signatory to a separate 2020 - 2024 Collective Bargaining Agreement ("IUOE CBA").

VMC maintains a 403(b) retirement plan (the "Plan"). Beginning with the pay period that began on July 12, 2020, certain Employer contributions and matching contributions under the Plan were suspended until December 18, 2020 (the "Suspension Period"). Specifically, for that Suspension Period VMC suspended its 5% contribution to the Plan for eligible employees with three or more years of service and its up to 2% matching contribution to the Plan for eligible employees, as such contributions are defined in the Plan, for employees in the bargaining units represented by OPEIU and IUOE (the "Suspended Contributions"). VMC did not suspend its 10% contribution to the Plan for eligible employees with 20 or more years of service to VMC. If during the Suspension Period an eligible OPEIU or IUOE bargaining unit employee graduated from year 19 to year 20, then that employee began receiving the 20+ year employee 10% Employer contribution the next pay period following the employee's graduation from year 19 to 20.

VMC and OPEIU and IUOE share a mutual interest in establishing a program to restore the Suspended Contributions. On October 19, 2020, VMC and OPEIU and IUOE entered into a memorandum of understanding providing for certain terms for the restoration of the Suspended Contributions. However, VMC and OPEIU and IUOE now mutually desire to terminate that prior memorandum of understanding in full and in its place establish new terms for the restoration of the Suspended Contributions. VMC and OPEIU and IUOE (together, the "Parties"), therefore, enter into this Memorandum of Understanding ("MOU").

The Parties agree to the following:

1. In the event VMC reaches either of the days cash on hand targets specified in this section, VMC will restore fifty percent (50%) of the Suspended Contributions as described herein. This restoration will occur if and only if VMC reaches one hundred (100) days cash on hand when the "days cash on hand" is measured excluding any COVID financial assistance program funds and excluding any funds from bonds *OR* if and only if VMC reaches one hundred twenty-two (122) days cash on hand when the "days cash on hand" is measured including any COVID financial assistance program funds but excluding any funds from bonds. The determination of days cash on hand as defined in this MOU will be made monthly under VMC's standard financial and accounting practices and will be the sole responsibility of VMC. VMC will inform OPEIU and IUOE of its days cash on hand determinations on a monthly basis following final determination. In the event that one of the defined days cash on hand targets is reached, within thirty (30) days of the determination that the target is reached, VMC will contribute to the 403(b) account of each eligible employee in the OPEIU and IUOE bargaining units fifty percent (50%) of those Suspended Contributions that apply to that employee based on the terms of the Plan, the employee's years of service, and the employee's voluntary contribution election in place on July 12, 2020. Employees must be employed by VMC at the time of this contribution to be eligible. For the avoidance of doubt, no employee will receive a

contribution that the employee would not have otherwise received during the Suspension Period had Employer contributions not been suspended.

2. In the event VMC reaches either of the days cash on hand targets specified in this section, VMC will restore fifty percent (50%) of the Suspended Contributions as described herein. This restoration will occur if and only if VMC reaches 108 days cash on hand when the "days cash on hand" is measured excluding any COVID financial assistance program funds and excluding any funds from bonds OR if and only if VMC reaches 130 days cash on hand when the "days cash on hand" is measured including any COVID financial assistance program funds but excluding any funds from bonds. The determination of days cash on hand as defined in this MOU will be made monthly under VMC's standard financial and accounting practices and will be the sole responsibility of VMC. VMC will inform OPEIU and IUOE of its days cash on hand determinations on a monthly basis following final determination. In the event that one of the defined days cash on hand targets is reached, within thirty (30) days of the determination that the target is reached, VMC will contribute to the 403(b) account of each eligible employee in the OPEIU and IUOE bargaining units fifty percent (50%) of those Suspended Contributions that apply to that employee based on the terms of the Plan, the employee's years of service, and the employee's voluntary contribution election in place on July 12, 2020. Employees must be employed by VMC at the time of this contribution to be eligible. For the avoidance of doubt, no employee will receive a contribution that the employee would not have otherwise received during the Suspension Period had Employer contributions not been suspended.
3. In the event that one or both of the days cash on hand targets set forth in Paragraphs 1 and 2, above, have not been reached by December 31, 2024, VMC will restore Suspended Contributions that had not yet been restored under Paragraphs 1 and 2, as described herein. In the event that December 31, 2024 occurs before either of the days cash on hand targets set forth in Paragraphs 1 and 2 have been reached, within thirty (30) days of that date VMC will contribute to the 403(b) account of each eligible employee in the OPEIU and IUOE bargaining units one hundred percent (100%) of those Suspended Contributions that apply to that employee based on the terms of the Plan, the employee's years of service, and the employee's voluntary contribution election in place on July 12, 2020. In the event that December 31, 2024 occurs after the days cash on hand target set forth in Paragraph 1 has been reached, but before the days cash on hand target set forth in Paragraph 2 has been reached, within thirty (30) days of that date VMC will contribute to the 403(b) account of each eligible employee in the OPEIU and IUOE bargaining units fifty percent (50%) of those Suspended Contributions that apply to that employee based on the terms of the Plan, the employee's years of service, and the employee's voluntary contribution election in place on July 12, 2020. Employees must be employed by VMC at the time of this contribution to be eligible. For the avoidance of doubt, no employee will receive a contribution that the employee would not have otherwise received during the Suspension Period had Employer contributions not been suspended.
4. In the event an eligible employee in the OPEIU or IUOE bargaining unit elects to end their employment with VMC through retirement from work before both days cash on hand targets set forth in Paragraphs 1 and 2, above, have been reached or, alternatively, before December 31, 2024 as set forth in Paragraph 3, above, VMC will restore Suspended Contributions to that Retiring Employee that had not yet been restored, as described herein. To receive any contribution under this Paragraph, an eligible employee in the OPEIU or IUOE bargaining unit who is electing to end employment with VMC through retirement from work (a "Retiring Employee") must give advance written notice to VMC's Human Resources Department that the Retiring Employee's departure from VMC is due to retirement from work no less than thirty (30) days prior to the employee's last day of employment with VMC. Timely and complete notice is essential and cannot be waived. In the event that a Retiring Employee has given timely and complete notice of retirement with departure from VMC before either of the days cash on hand targets set forth in Paragraphs 1 and 2 have been reached or, alternatively, before December 31, 2024, on or before the Retiring Employee's last day

of employment with VMC, VMC will contribute to the 403(b) account of the Retiring Employee one hundred percent (100%) of those Suspended Contributions that apply to that employee based on the terms of the Plan, the employee's years of service, and the employee's voluntary contribution election in place on July 12, 2020. In the event that a Retiring Employee has given timely and complete notice of retirement effective after the days cash on hand target set forth in Paragraph 1 has been reached, but before the days cash on hand target set forth in Paragraph 2 has been reached or, alternatively, before December 31, 2024, on or before the Retiring Employee's last day of employment with VMC, VMC will contribute to the 403(b) account of the Retiring Employee fifty percent (50%) of those Suspended Contributions that apply to that employee based on the terms of the Plan, the employee's years of service, and the employee's voluntary contribution election in place on July 12, 2020. For the avoidance of doubt, no Retiring Employee will receive a contribution that the employee would not have otherwise received during the Suspension Period had Employer contributions not been suspended.


5. At the time VMC makes its final contribution of Suspended Contributions, whether based on reaching the second days cash on hand target as set forth in Paragraph 2, above, based upon reaching December 31, 2024 as set forth in Paragraph 3, above, or based on individual bargaining unit employee retirement as set forth in Paragraph 4, above, VMC will also contribute to the 403(b) account of each eligible employee in the OPEIU or IUOE bargaining units (or of the eligible Retiring Employee) an additional six percent (6%) of those Suspended Contributions that apply to that employee based on the terms of the Plan, the employee's years of service, and the employee's voluntary contribution election in place on July 12, 2020.
6. VMC agrees that no additional suspension of employer 403(b) Plan contributions or matching contributions will be made through the end of FY2025 (June 30, 2026), unless as a result of a written agreement between VMC and IUOE or VMC and OPEIU.
7. This MOU shall not constitute an admission of wrongdoing by any Party. The Parties agree that this MOU fully and finally resolves any and all disputes between the Parties and represented bargaining unit employees concerning the temporary suspension, the Suspended Contributions, and any and all claims that could have been asserted by IUOE or OPEIU in a grievance, unfair labor practice charge or under charge or action. OPEIU and IUOE waive and agree not to file any grievance, charge, claim or pursue any other remedy related to the temporary suspension or Suspended Contributions other than that provided under the terms of this MOU.
8. This MOU shall remain in effect until June 30, 2026 unless otherwise mutually agreed by the Parties in writing. For the term of this MOU, alleged violations of this MOU between VMC and OPEIU shall be resolved through the grievance procedure set forth in Article 5 of the 2021-2024 OPEIU CBA, except that upon advancement of any such grievance to Step 5 – Arbitration, the Parties shall engage in mediation of the dispute before selecting an arbitrator (with a mutual preference for PERC mediator Jamie Siegel if she is available and willing). For the term of this MOU, alleged violations of this MOU between VMC and IUOE shall be resolved through the grievance procedure set forth in Article 14 of the 2020-2024 IUOE CBA, except that upon advancement of any such grievance to Step 4 – Arbitration, the Parties shall engage in mediation of the dispute before selecting an arbitrator (with a mutual preference for PERC mediator Jamie Siegel if she is available and willing). For the sole purpose of resolving alleged violations of this MOU, the 2021-2024 OPEIU CBA grievance procedures and 2020-2024 IUOE CBA grievance procedures will apply for the term of this MOU regardless of the expiration of those CBAs.
9. Effective upon the signature of all Parties below, the Parties mutually agree that their prior October 19, 2020 memorandum of understanding is terminated, void, of no further force and effect, and superseded in full by the terms of this MOU.


The terms of this MOU shall become effective upon signature by all Parties below.

All other terms and provisions of the Parties respective Collective Bargaining Agreements shall remain in full force and effect.

VALLEY MEDICAL CENTER
EMPLOYEES

OFFICE AND PROFESSIONAL
INTERNATIONAL UNION LOCAL 8

6/23/21
Katina Maier Date

6/14/21
Erin Adamson Date

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 302

6-22-21
Larry Katz Date

MEMORANDUM OF UNDERSTANDING

COVID-19 Vaccination Mandate Policy

As a result of WA Proclamation 21-14 first issued on August 9, 2021 and subsequently amended (the "Proclamation"), which mandates that healthcare workers in the State of Washington be fully vaccinated against COVID-19 by October 18, 2021 as a condition of employment, Valley Medical Center (VMC) and SEIU Healthcare 1199NW, UFCW 21, OPEIU 8 and IUOE 302 (together the "Unions") have entered into the following non-precedent setting agreements.

1. All Union represented employees will comply with the requirement to receive COVID-19 vaccination(s) and be fully vaccinated (as defined by the Proclamation) by October 18, 2021. Employees seeking a reasonable accommodation from the vaccination requirement will follow VMC's medical and religious accommodation process to request exemption from the vaccination requirement. All requests for religious accommodation must have been received in HR by September 20, 2021.
 - a. VMC will consider and respond to requests for reasonable accommodation due to disability or sincerely held religious belief in accordance with the Americans with Disabilities Act (ADA), Title VII of the Civil Rights Act, the Proclamation, or other applicable law. An approved reasonable accommodation will permit the employee to remain unvaccinated and may also include, without limitation, special screening requirements, special PPE requirements, and/or COVID testing. Employees shall strictly adhere to state, federal or OSHA standards. Employee who fails to comply with accommodation requirements may be subject to discipline. VMC is not required to provide an accommodation that would pose an undue hardship or a direct threat to the employee or others, in accordance with applicable law.
 - b. In the event a medical or religious accommodation is not approved, employees will have seven (7) calendar days after denial to file an appeal for their accommodation request to be reviewed. The Chief Human Resource Officer or designee shall process all requests for appeals within fourteen (14) calendar days of receipt to make a final determination. Employees are entitled to a delegate or union representative(s) at any appeal meeting.
 - c. The employer will provide on-site covid 19 vaccines in accordance with the hours of the VMC Vaccine Clinic.
2. Any bargaining unit member who experiences negative symptoms as a result of receiving the vaccination(s), shall follow the current practice of notifying Employee Health and will be evaluated for appropriate care, which may include testing for COVID-19. Employees who notify Employee Health at the onset of vaccination-caused symptoms shall be compensated by VMC through paid administrative leave for missed regularly scheduled workdays at the employee's regular rate of pay for the duration of such symptoms as deemed appropriate by Employee Health.


3. Should a holiday, as defined in the applicable collective bargaining agreement, occur while a bargaining unit member is recovering from the negative symptoms caused by a mandated COVID-19 vaccine, the employee will receive straight time holiday pay in lieu of paid administrative leave.
4. VMC will continue to provide FDA-approved masks to all employees and will provide N-95 masks to employees who need them for established safety reasons. VMC will continue to review its mask requirements and availability and identify opportunities to provide or require masks affording greater levels of protection based on availability and medical or public health guidance.
5. VMC is committed to proactively communicating COVID-19 related information to promote evidence-based COVID-19 vaccine competency.
 - a. VMC will send communication to all bargaining unit members detailing the COVID-19 vaccine policy, the process for requesting a medical or religious accommodation by September 20, 2021, and the appeals process for a denied accommodation request.
 - b. Upon request by an employee, VMC will make a good faith effort to provide communications about the COVID-19 vaccine policy and the accommodation process or substantially similar information in the employee's preferred language.
6. The parties will work jointly in the labor management committee to develop a communication plan to educate all bargaining unit members about COVID-19 vaccines.
7. An employee who does not adhere to the vaccine mandate or does not have an approved accommodation will be dismissed from employment. VMC may at its sole discretion instead provide a temporary unpaid grace period for compliance beyond October 18, 2021. Employees given a grace period will not be permitted to engage in work unless they comply with the vaccination mandate. If an employee is dismissed, the employee may be entitled to payment of accrued paid time in accordance with the applicable CBA. Employees who are dismissed may apply and are eligible to be rehired to an open position upon becoming fully vaccinated or receiving an approved accommodation during the hiring process.
8. The Employer will make every effort to immediately post vacated positions upon termination of any employee as a result of non-adherence to the vaccine mandate. VMC commits to make every effort to staff to agreed-upon staffing levels, staffing plans, and matrices. Every effort includes but is not limited to offering overtime, extra shift pay, and utilizing agency and travelers to fill staffing needs. VMC will offer referral and hiring bonuses in order to quickly fill vacancies.
9. If a member is terminated and a grievance is filed, the grievance will be expedited by both parties for hearing and resolution. VMC's decisions regarding requested accommodations are not subject to grievance and arbitration.

MEMORANDUM OF UNDERSTANDING
COVID-19 Vaccination Mandate Policy

No agreements made within this Memorandum of Understanding are meant to alter any other term or condition included in the Collective Bargaining Agreement(s) beyond any specific agreement entered into here. This is a non-precedent setting agreement. Nothing in this agreement prevents the parties from entering into negotiations about additional and unforeseen impacts of the COVID-19 pandemic.

This agreement shall be effective upon signature and shall continue through the end of the officially declared State of Emergency by the Governor of Washington State, or until the Proclamation is revoked.

VALLEY MEDICAL CENTER

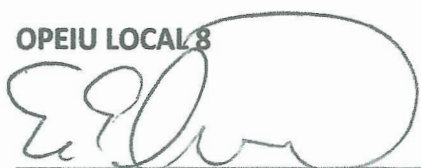


Katina Maier

10/15/21

Date

OPEIU LOCAL 8

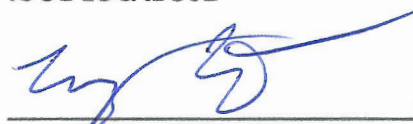


Erin Adamson

10/8/21

Date

IUOE LOCAL 302




Larry Kratz

10-11-21

Date

SEIU HEALTHCARE 1199NW



Jane Hopkins

10/12/2021

Date

MEMORANDUM OF UNDERSTANDING
Employee Retention Incentives 3/3/2022

This is a Memorandum of Understanding ("MOU") between VALLEY MEDICAL CENTER ("VMC") and the following unions: SEIU HEALTHCARE 1199NW ("SEIU") representing its RN, Service, LPN, and Case Management bargaining units; UNITED FOOD AND COMMERCIAL WORKERS LOCAL 21 ("UFCW") representing its Professional Technical and Pharmacy bargaining units; INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 ("IUOE") representing its Operating Engineer Bargaining Unit; and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8 ("OPEIU") representing its Office and Professional Services bargaining unit (the Unions); collectively the "Parties".

- RNs with greater than a 0.4 FTE will receive a payment of \$3,000 on June 17, 2022, and a payment of \$4000 on April 21, 2023 (subject to taxes and withholdings).
- RNs with less than a 0.4 FTE (includes per diems) will receive a payment of \$1,000 on June 17, 2022, and a payment of \$2,000 on April 21, 2023 (subject to taxes and withholdings).
- All other bargaining unit employees with greater than a 0.4 FTE will receive a payment of \$2,000 on June 17, 2022, and a payment of \$2,500 on April 21, 2023 (subject to taxes and withholdings).
- All other bargaining unit employees with less than a 0.4 FTE (includes per diems and on calls) will receive a payment of \$500 on June 17, 2022, and a payment of \$1,500 on April 21, 2023 (subject to taxes and withholdings).

Employees will be paid in accordance with their FTE at the time of each payout.

- Bargaining unit employees who have an active retention agreement or sign on incentive who are in their commitment period per these agreements with amounts greater than the amounts indicated in this MOU are not eligible for these retention incentives. If the active retention/separation agreement is less than the amounts in the MOU the employee will receive the difference as defined by job classification and FTE.
- Employees must be employed and NOT HAVE GIVEN NOTICE at the time of each payout to be eligible to receive the retention incentive.

The Parties agree that VMC will agree to payment of retention incentives to bargaining unit employees represented by the Unions consistent with the terms of this MOU. The Parties agree that these incentives are offered on a one-time basis, will establish no grounds for any claim or right to similar benefits or other incentives by any employee at any future time or under any future program, and agree that this MOU is not precedent setting, does not alter or affect the interpretation or meaning of any term of the Parties' respective collective bargaining agreements, does not establish any past or future practice and does not alter or affect the interpretation of any existing practice. This MOU will not be used by any Party to argue for or against any past or future practice, any interpretation or application of a practice or collective

bargaining agreement term, or for the adoption of any future collective bargaining agreement term, memorandum of understanding, or other agreement between VMC and one or more Unions.

Valley Medical Center

 4/25/22

Katina Maier Date
Valley Medical Center

SEIU Healthcare 1199NW

 3/10/2022

Jane Hopkins Date
Executive Vice President SEIU 1199NW

IUOE Local 302

 3/10/22

Larry Kratz Date
Representative IUOE Local 302

OPEIU Local 8

 3/10/22

Erin Adamson Date
Representative OPEIU Local 8

On behalf of
UFCW Local 21

 4/8/2022

Representative UFCW Local 21 Date

MEMORANDUM OF UNDERSTANDING
Between
VALLEY MEDICAL CENTER
and
Office and Professional Employees International Union, Local 8

Integration of Procedure Coordinators and Surgery & Procedure Operations Coordinators

This is a Memorandum of Understanding (“MOU”) between Valley Medical Center (“VMC”) and the Office and Professional Employees International Union Local 8 (“OPEIU”) (together, the “Parties). On October 4, 2022, the bargaining unit represented by OPEIU was modified to include Procedure Coordinators and Surgery & Procedure Operations Coordinators (together, “Procedure Coordinators”) in *Valley Medical Center*, Decision 13571 (PECB, 2022). The Parties have engaged in good faith collective bargaining over the Procedure Coordinators’ terms and conditions of work and now desire to enter into this MOU to integrate the Procedure Coordinators into the existing 2021-2024 VMC-OPEIU CBA (“2021-2024 CBA”) and to establish the Procedure Coordinators’ terms and conditions of work under that CBA, as expressly modified by this MOU. Except as expressly modified by this MOU, all terms and conditions of the 2021-2024 CBA remain in effect and apply to the Procedure Coordinators. Therefore, the Parties agree as follows:

1. Article 1, Section 1.1 of the 2021-2024 CBA is replaced with the following language:

The Employer hereby recognizes the Office and Professional Employees International Union Local 8 as the exclusive bargaining representative for all regular full-time, regular part-time, and on-call clerical nonprofessional employees of Valley Medical Center in the following job classifications: Accounts Payable Representative; Admitting Registrar; Birth Registry Representative; Buyer; Client Services Representative; Coder/Abstractor; Financial Advocate; HIM Charge Capture Specialist; Imaging Services Representative; Mail Room Clerk; Medical Records Scanner; Medical Records Technician; Patient Access Associate; Patient Account Representative; Patient Resource Float; Patient Resource Representative; Patient Service Representative; Perioperative Services Scheduler; Procedure Coordinator; Scheduler Technician; Surgery & Procedure Operations Coordinator; Telecom Operator; and Transcriptionist/Secretary; excluding supervisors, confidential employees, students, trainees, and all other employees. Represented job classifications and position titles assigned by the Employer are set forth in Appendix “A”.

As a result, the Procedure Coordinators are covered by the 2021-2024 CBA, as expressly modified by this MOU.

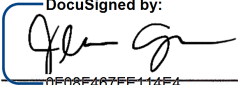
2. The Procedure Coordinator and Surgery & Procedure Operations Coordinator job classifications are placed on Pay Grade M of Appendix “A” of the 2021-2024 CBA.

3. Effective the first full pay period following the full execution of this MOU, each Procedure Coordinator then employed by VMC will transition to a step on the current Pay Grade M "10/31/22" pay scale in accordance with the following steps: (1) Each Procedure Coordinator's existing straight-time base rate of pay will initially be adjusted upward by two and one-half percent (2.5%); (2) Thereafter, each Procedure Coordinator will have their placement step determined by being placed at the first Step of the Pay Grade M "10/31/21" pay scale that is at or immediately greater than their adjusted straight-time base rate of pay; and (3) Thereafter, Procedure Coordinators' will be placed at the same step on the Pay Grade M "10/31/22" pay scale and will receive the corresponding straight-time base rate of pay.
4. For purposes of applying Section 7.2 of the 2021-2024 CBA to the Procedure Coordinators, effective the first full pay period following the full execution of this MOU each Procedure Coordinator shall be assigned zero accumulated hours of compensated time towards the next service year of 2,080 compensated hours. Procedure Coordinators will receive a step increase under Section 7.2 upon accumulation of 2,080 hours of compensated time.
5. By the regular pay day for the first full pay period following full execution of this MOU by the Parties, all Procedure Coordinators employed on that date will receive a one-time signing bonus of three hundred and seventy-five dollars (\$375), less legal taxes and withholdings.
6. The Parties have each had a full and fair opportunity to bargain collectively over any and all terms and conditions of work applicable to the Procedure Coordinators and the complete results of that negotiation are set forth in the 2021-2024 CBA, as expressly modified by this MOU. The Parties, therefore, each waive the right to bargain over any term or condition of work that is discussed in or covered by the 2021-2024 CBA, as expressly modified by this MOU, for the term of the 2021-2024 CBA.

This MOU will become effective the first day of the full pay period following the full execution of this MOU by both Parties.

VALLEY MEDICAL CENTER

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 8**

DocuSigned by:

 BY: _____
0F08F407FE114E4...
 Jeannine Grinnell
 Chief Executive Officer


 BY: _____
 Erin Adamson
 Union Representative

DATE: 1/6/2023

DATE: 1/5/23