



**AN AGREEMENT
BETWEEN
AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1170
AND
PACIFIC MEDICAL CENTERS**

**EFFECTIVE SEPTEMBER 1, 2022
THROUGH AUGUST 31, 2025**

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PREAMBLE

The parties to this Agreement are Pacific Medical Centers, Seattle, Washington, hereinafter referred to as the "Employer" or "PMC", and Local 1170, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

The Employer hereby recognizes that the Union is the exclusive representative of all employees in the recognized bargaining unit. Pursuant to the Public Employee Relations Commission certification dated April 16, 1982 (Case No. 3992-E-82-750, Decision No. 1435-PECB) the recognized bargaining unit includes, and this Agreement is applicable to, all current and future eligible professional and non-professional employees of the Employer, except for the following:

- a) any management official;
- b) any employee engaged in Human Resources work in other than a purely clerical capacity;
- c) supervisors;
- d) confidential employees;
- e) medical staff providers;
- f) Master's Prepared Mental Health Therapists

ARTICLE 2 - PURPOSE

It is the purpose of this Agreement to state the policies, procedures and methods that will hereinafter govern the working relationships between the parties and to provide for joint consultation. It is intended that this Agreement will meet among others, the following purposes:

- a) to provide for the highest degree of efficiency in the accomplishment of the mission of PMC;
- b) to promote fair and reasonable working conditions;
- c) and to adjust promptly all differences arising between the parties related to matters covered by the Agreement.

ARTICLE 3 – UNION MEMBERSHIP

3.1 Maintenance of Membership

All bargaining unit employees shall be allowed an opportunity to join the Union within 30 days after the effective date of this Agreement. An appropriate form and cover memo will be provided by the Human Resources department. All new employees hired on or after the effective date of this Agreement shall become members of the Union on the first pay period after 30 days unless they sign a declination form. If an employee changes their position during the life of this Agreement, the employee will retain their current membership status when changing position(s), except in cases where the employee changes to a position that is not a position included in the bargaining unit, as outlined in Article 1. All members shall remain members in good standing for the life of this Agreement. Failure to comply with this condition shall, upon written notification from the Union, result in the discharge of the employee. Notification will be accompanied by substantiating evidence regarding the employee's failure to comply. "Good standing" shall be interpreted as the payment of periodic dues that are uniformly required as a condition of retaining membership. Any employee who is a member of the Union may voluntarily

withdraw from the Union by giving written notice to the Union by certified mail within the last ten (10) days prior to the expiration date of this Agreement to the address listed here: 2020 Maltby Rd Ste. 7, PMB 129 Bothell, WA 98021.

3.2 Dues

During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form or does not sign and file a declination form within thirty (30) days of hire. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer, including the cost of defending against such action, for or on account of any deduction made from the wages of such employee.

3.3 Bargaining Unit Rosters

The employer agrees to furnish semi-annually to the union a list of all bargaining unit employees names, job position titles, grades, regular rate of pay, FTE status, clinic and department assignment. Upon the signing of this Agreement and bi-weekly thereafter, the Employer shall supply to the Union a list of all new hires, reassignments, employees on leave of absence and terminations. The list shall include the name, job classification, grades, hire dates, FTE status, regular rate of pay, department and clinic assignment for each bargaining unit employee.

ARTICLE 4 – UNION REPRESENTATION

4.1 Union Access

Duly designated employee representatives of the Union may have access to the Employer's premises for the purpose of transacting Union business. Union business shall not take place in patient care areas or interfere with or disturb employees in the performance of their work during working hours and shall not interfere with normal operations of PMC, and internal business of the Union shall not be conducted on duty time. For purposes of this Article, break and lunch periods are considered as non-duty time.

- a) A non-employee AFGE Union representative may have access to the Employer's premises for the purpose of transacting Union business, but not for organizational purposes, as follows:

The representative shall make a request in writing to the Employer's Human Resources Department stating the date, time and place of the proposed visit. Upon written approval of the Employer, which approval does not have to be granted in the specific terms requested and may be denied by the Employer, the non-employee Union representative will be given access to a particular location within a specific site for a specific duration of time. The non-employee Union representative will be escorted by an Employer representative to and from the meeting place. The non-employee Union representative will leave the premises at the end of the appointed time. PMC will not unreasonably deny requests to visit.

4.2 Facility Use

- a) Computer Access: Employee Union Representatives shall have access to computers in their work

areas for the purpose of handling representational duties, provided that it does not interfere with their regular work duties or the work being performed by other employees, and does not compromise network security.

- b) Meeting Space: Employee Union Representatives shall be permitted to use designated premises of the Employer for meetings of the Local unit, provided sufficient advance request for meeting facilities is made to the designated official and space is available. Employees attending will be on non-duty time.
- c) Telephone Access: Employee Union Representatives shall have access to telephones in the work areas of representatives for the purpose of handling representational duties.
- d) Photocopier Access: Employee Union Representatives will be allowed reasonable use of the Employer's copying equipment, when available, where necessary to copy documents for representational purposes. Materials relating to internal Union business may be copied after regular business hours while the employee is in a non-duty status on equipment designated by the Employer, the Union supplying the paper.
- e) Fax Machine Access: With prior supervisory approval, Employee Union Representatives will be allowed to use the Employer's fax machines for local calls only, for the purpose of handling representational duties; the content of the facsimile need not be disclosed.

4.3 Office Space

Since it has been determined that the use of space by the Union will be of benefit to the Employer in furtherance of effective Labor/Management relationships, the Employer agrees to furnish the Union with a room under these conditions:

- a) That the space is not required for the immediate needs of PMC. In the event the space is required for the needs of PMC, comparable space will be provided to the Union.
- b) Such use will not injure the space in question
- c) Such use will be by PMC Employee Union Representatives
- d) PMC will provide a key to this office to a designated Union representative who will be responsible for maintaining security of the key and complying with all building security requirements.
- e) After hours access to be arranged with facilities management as needed.

4.4 Official Time

PMC employee local union officers, stewards and representatives will be allowed a reasonable amount of time, without charge to leave or loss of pay, for the purpose of fulfilling their representational duties and obligations as specified in this Agreement. Representational duties shall consist of:

- a) Receiving and processing of complaints and grievances;
- b) Representing employees in disciplinary meetings;
- c) Meetings with management officials;
- d) Approved committee activities;
- e) New employee orientations.

4.5 Training Time

Employer agrees to approve a maximum of twenty-four (24) administrative leave hours for each Employee Union Representative to attend Union-sponsored training per contract year. Such administrative leave will be granted only for periods of time when the training occurs during the normal duty hours and tour of duty of participants. Employee Union Representatives may also request additional unpaid time off to attend Union-sponsored training per contract year if training exceeds 24 hours. Such training must meet the requirement of mutual benefit to the Employer and the Union and the Union shall furnish the Human Resources Department with a copy of the agenda for such training.

4.6 Union Representatives

Employee stewards shall be designated by the Union in sufficient number (not to exceed twenty (20)) to provide representation in all work areas. The Union will supply the Employer in writing and maintain with the Employer a current, complete list of all authorized Employee Union Representatives and Stewards (and the stewards' area(s) of assigned responsibility).

4.7 Steward Representation Time

Except in patient care areas and public contact areas, the steward is authorized to receive complaints and grievances of employees of the Unit on PMC time and property. The Employer will make a good faith effort to schedule the meeting with a minimum of two (2) business days' notice. Employees who are required to attend an investigatory meeting which may lead to disciplinary action have the right to request union representation; the employee shall be responsible for contacting the Union Executive Board to request representation if desired. Stewards may leave their work area during their scheduled tour only with prior approval of their Supervisor to bring about prompt disposition of a grievance without loss of pay or charge to leave of the steward. Such requests for leave will be considered in the light of the steward's own function and the conditions existing at the time. Patient care and the mission of PMC are the first concern of all employees and the supervisor may deny the request to leave the work area. There is no employee whose work does not have impact on patient care. The steward shall:

- a) Obtain permission of their immediate supervisor or, if the supervisor is unavailable, the next higher level of supervision before leaving and report to the supervisor when they return to their official duties,
- b) Inform their supervisor where the steward will be, how long they will be gone, and the general nature of the business.
- c) Obtain permission from the appropriate supervisor of the employee they intend to visit and notify the supervisor upon leaving that area.

Contacts between employees and stewards may take place in the immediate vicinity of the employee's work area if privacy can be assured and no disruption to patient care or clinic work activities can be reasonably expected. This contact will be on the non-duty time of the employee.

4.8 Bulletin Boards

The Union will be allowed to put up bulletin boards in mutually agreed upon prominent locations in all clinics and other off-site facilities. The Union will continue to use existing bulletin boards and will pay for additional approved bulletin boards as the need arises. The Union shall be responsible for material posted on their bulletin boards by an authorized Union representative. Postings will be limited to official

notices of the Union regarding Union meetings or elections or a list of shop stewards. All postings must be signed and dated by a duly authorized representative of the Union. PMC may remove any posting which does not comply with this paragraph. PMC may also remove any posting which in PMC's opinion is derogatory or defamatory to PMC, any employee, any patient, any other person or entity. No political endorsements will be posted by the Union.

4.9 New Employee Orientation

The Employer will provide the Union access to newly hired bargaining unit employees at the time of their regularly scheduled orientation for the purpose of introduction and orientation to the Union and the negotiated Agreement. The Union will be allowed thirty minutes for this purpose. The Union will be provided advance notice of the schedule for these sessions. The Union will be allowed to include a letter in the PMC New Employee Orientation material stating the following: Union designation; names, departments and phone extensions of Union representatives; procedure for becoming a member of the Union; dues deduction information; information on the steward system and the Union's role in the grievance process.

4.10 Contract Distribution

The Employer shall provide an electronic copy of this Agreement to all current and newly hired bargaining unit employees. Union membership applications/declination forms will be distributed to each new employee during orientation. The Union will provide adequate copies of the membership application/declination forms to the Employer, and the cost of printing such forms will be borne by the Union.

4.11 Partnership Meetings

The Local Union President and one other Union official, who is a PMC employee, will meet with the Head of Human Resources and/or their designee, each month at mutually agreeable times. The Parties may mutually agree to meet in those months when the Labor/Management Committee meeting is held. The purpose of the meetings will be to discuss such matters as: interpretation and application of rules, regulations and policies; correction of conditions that give rise to grievances and misunderstandings; matters that promote good employee-management relationships; and provide the Union with an opportunity to regularly express opinions, ideas, issues, and concerns of the Union for consideration by PMC. It is agreed that individual or group grievances are not suitable topics for discussion at this meeting.

4.12 Negotiation Release Time

Subject to patient care requirements, the Employer will make a good faith effort to assist in providing unpaid release time for employees participating in contract negotiations. The parties agree to meet to establish a mutually agreeable process for the purpose of reimbursement for unpaid time spent in negotiations, not less than sixty (60) days prior to the expiration of this agreement. This Section 4.12 is not subject to the grievance/arbitration procedure.

ARTICLE 5 – DEFINITIONS

5.1 Orientation Period Employee

An employee who has been hired by the Employer on a full-time or part-time basis and who has been

continuously employed by the Employer for up to and including ninety (90) calendar days or an employee who has been hired by the Employer on a per diem basis and who has been employed by the Employer up to and including one-hundred and eighty (180) calendar days shall be defined as an "Orientation" employee. During the orientation period an employee may be discharged without notice or cause and without recourse to the grievance procedure. With seven calendar days prior notice to the individual and the Union, PMC may opt to extend an employees' orientation period for up to an additional ninety (90) calendar days. The usual reason for this would be to accommodate a management need for a more thorough assessment of an individual's performance. Employees will be eligible for health and welfare benefits that would be otherwise earned at the end of the first ninety (90) day orientation period.

5.2 Regular Employee

An employee who works a regularly scheduled number of hours per week and has successfully completed the required orientation period shall be classified as a regular employee.

- a) Full-Time Employee: An employee who normally works on a regularly scheduled basis of at least forty (40) hours per week, or eighty (80) hours within a pay period shall be classified as a regular full-time employee.
- b) Part-Time Employee: An employee who normally works on a regularly scheduled basis less than forty (40) hours per week or less than eighty (80) hours per pay period shall be classified as a regular part-time employee. Regular part-time employees (that are regularly scheduled to work twenty (20) hours or more per week; or forty (40) or more hours per pay period) shall be entitled to the benefits specified in this Agreement on a pro rata basis.

5.3 Per Diem Employee

An employee hired to work on an "on-call" basis shall be classified as a Per Diem employee. Per Diem employees may be utilized to assist during temporary increases in workload, in the event of an emergency or to relieve regular employees because of absenteeism, leave of absence, and work during holidays or vacation periods, or during recruitment to replace former regular employees. The per diem employee's schedule is subject to change without prior notice. Per Diem employees will not be regularly utilized in lieu of staffing a regular full-time/part-time position(s). Per Diem status provides for a 15% pay differential based on the employee's base hourly rate of pay. Per Diem employees may be offered health insurance if required by law, but they will not otherwise be eligible for any other fringe benefits provided in this Agreement. In the event of low workload within a given shift, Per Diem employees will be the first employees required to reduce their hours.

5.4 Temporary Employee

An employee hired to work during a period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation periods shall be classified as a temporary employee. If a temporary employee serves in a position for nine months the employee will be converted to regular status. Extensions of the nine month period may be allowed with the mutual agreement of the Union and the Employer. Temporary employees may be removed without cause and without recourse to the grievance procedure.

ARTICLE 6 – EMPLOYMENT PRACTICES

6.1 Nondiscrimination

The Employer is an affirmative action and equal opportunity employer. There shall be no discrimination by the parties against an employee on account of race, color, gender, age, creed, marital status, gender identity, disability, sexual orientation, political ideology, national origin, or veteran status. This policy applies to all aspects of employment including but not limited to initial hiring, training, compensation, promotions, transfers, discipline, social and recreational programs, wages, benefits, layoffs and terminations of employment. All employees have the right to work in surroundings that are free from all forms of unlawful discrimination.

6.2 Nondiscrimination – Union Activities

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

6.3 Employee Rights

The Employees have the right, freely and without fear of penalty or reprisal, to join and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right.

6.4 Notice of Resignation

Employees are encouraged to provide at least three (3) weeks written notice of resignation; however, all employees shall be required to give two (2) weeks written notice of resignation, failure to give such notice shall result in loss of any accrued PTO pay (including PTO-Sick time), except in the case of an emergency beyond an employee's control. The supervisor or manager may document such verbal notice of resignation in writing for the employee to sign and forward to Human Resources to initiate the employee's voluntary resignation. Employees are required to return their employee badges on the last day of employment.

6.5 Notice of Termination

Regular, non-orientation employees shall be entitled to two (2) weeks' notice of termination or the equivalent of two work weeks' pay in lieu thereof plus any accrued PTO (including PTO-Sick time), except that the Employer shall not be required to comply with the provisions of this Section in cases of conduct-related discharge. Employees are required to return their employee badges on the last day of employment.

6.6 Pay Days

Employees shall be paid at an hourly rate of pay. Pay days shall be every other Friday. PMC retains the right to either distribute paychecks and/or paystubs via on-site clinic distribution, by mail, or by electronic means. When employment is terminated, either voluntarily by the employee or by action of PMC, the wages due the employee will be paid at the end of the established pay period unless mutually agreed to otherwise by PMC and the employee.

6.7 Pay Days

In accordance with the Federal Electronic Funds Transfer Act, PMC requires employees to accept direct deposit of their pay to a financial institution so long as there is no requirement that employees use a particular institution as a condition of employment. PMC's Human Resources and Payroll departments will assist employees with extenuating circumstances related to establishing direct deposit of their pay on a case by case basis.

6.8 Personnel Files

The Employer shall establish, maintain, and retain employee personnel records in accordance with applicable laws, rules, and regulations. Employees shall be advised of the location of their official personnel folder. Employees have the right to review their personnel files within three (3) business days of notification to the Human Resources department or may in writing authorize a Union representative to do so on their behalf. The Employer may request additional time, if necessary to obtain a copy of an employee's personnel file and will inform the employee or Union representative in the event more time is needed. If there are exceptional circumstances, additional reviews may be granted. No materials contained in official personnel files may be removed by the employee or designee without the permission of the Director of Human Resources or their designee. One (1) copy per year of the contents of the personnel file will be provided if requested by the employee. Any personnel file review by an employee will be done in the presence of a Human Resources department representative.

No disciplinary or performance evaluation entries will be made in an employee's personnel file prior to a copy of such entry being provided to the employee.

6.9 Job-Required Licensure/Certification

The Employer will cover the cost of employees' job-required licensure or certification. In addition, at its discretion, the Employer will continue to cover costs for highly-recommended certifications when it determines that such certifications are beneficial for ongoing patient care and operations.

6.10 Certification/Licensure

PMC may opt to demote or suspend without pay an employee whose licensure or certification is not current and up-to-date, until said certification or licensure is renewed. If an employee has not made a good faith effort to renew in a timely manner their certification/licensure (normally two (2) weeks prior to the expiration), PMC may then terminate the employee.

6.11 Job Vacancies

After completion of six (6) months in a position employees will be eligible to apply for posted job vacancies for which they meet minimum qualifications. If there are two (2) or more internal candidates who are rated highly qualified for a bargaining unit position, the Employer will select from that list of internal candidates. Seniority shall be the determining factor in filling a job opening providing skill, ability, experience, past performance, and/or quality of work are substantially equal in the opinion of the employer.

Notices of job vacancies in the bargaining unit shall be posted internally for a minimum of five (5) calendar days prior to filling such vacancy in order to afford employees an opportunity to apply for the jobs. Posting for job openings shall include job title, grade, and pay, qualifications of the job and brief description of duties. Copies of such postings shall be made available to the Union. Temporary promotions of more than ninety (90) days shall be posted in the same way as regular promotions. Hiring

managers shall strive to communicate with internal candidates regarding why they are not selected via written notice that will include who the employee can contact regarding further information.

The Employer and the Union agree that to preserve the employee workforce during periods of organizational restructure, it may be of mutual best interests to present opportunity for a regular employee to retain employment through an internal transfer. An internal transfer may occur when a current employee's position is to be eliminated and an open position becomes available. The affected employee may be transferred to an open position for which they are qualified, and within the same or lesser pay grade, without the requirement for posting the applicable job vacancy as noted above. In the event an employee is transferred to a position with a lesser pay grade as a result of an organizational restructure, the Employer will make every effort to not decrease the employee's current pay rate. A transfer letter will be provided to the regular employee receiving an opportunity to transfer.

6.12 Third Party Contacts

Except where specifically required by law, or when an employee has given written permission to release additional information, only the following information will be given out to third parties by the Employer: dates of employment and job title.

6.13 Exit Interviews

If an employee agrees to release their exit interview summary to the Union, a copy will be forwarded by the Human Resources department.

6.14 Employee Evaluation

PMC will evaluate all employees annually. A copy of the evaluation form will be given to the employee. No evaluation form shall be placed into an employee's personnel file until the employee has read it, discussed it with their supervisor, and had time and space to write a rebuttal of the contents, and signed it, signifying the above and not agreement with the evaluation. No changes in the performance evaluation system shall be made without advising the Union.

6.14.1 Performance Evaluation Appeal Process

- a. Within five (5) days of the performance evaluation the employee shall notify their direct manager that they wish to appeal.
- b. The manager and the employee will meet to discuss the employee's objections and the direct manager's reasons for the evaluation.
- c. If the matter is not resolved as a result of the above meeting, then the employee shall, within five (5) days of that meeting, notify the next level of management of the dispute. The notification shall be in writing and shall include specific reference to the portions of the evaluation with which the employee disagrees. That manager shall review the evaluation and shall determine whether it should be modified.
- d. If the matter is not resolved as a result of the review in (c) above, and if that review was not by the next level leader, then within five days after being notified by the manager in (c) above, the employee may request a review by the next level leader. If the review in (c) above was by the next level leader, then there will be no further internal reviews.

- e. Employees may request union representation for steps following the meeting with the direct manager.

6.15 Assignment of Work/Job Descriptions

The Employer agrees that employees will be assigned to work which is appropriate to their job descriptions taking into account the mission of PMC. The term “other duties as assigned” and similar phrases are construed to mean other duties as assigned which are normally related to the position and are incidental in nature. Employees will be furnished a copy of their job descriptions initially and as changes are made during the course of their employment with PMC. The Employer agrees that employees shall be recognized for the work they perform. An employee may request a review of their job description under any of the following circumstances:

- Once per year;
- Additional job duties performed in excess of ninety (90) days;
- During the employee’s annual performance review.

The request must be written and submitted to the immediate supervisor, Human Resources and the Union. The Employer will conduct a review of the job description to ensure the job description accurately reflects the work being performed and determine if an update or reclassification of the position is needed.

The employee will receive a written response within a reasonable amount of time, normally not to exceed twenty-one calendar days. In the event that the Employer requires additional time to respond, the Employer will notify the employee.

6.16 Temporary Assignments/Details

A detail is the temporary assignment of an employee to a job with basic duties which are different from their regular job for a specified period, with the employee returning to their regular and/or comparable duties at the end of the detail. Some examples for details are:

- a) To meet emergencies occasioned by abnormal workload, change in mission or organization, and unanticipated absences;
- b) Pending official assignments, pending description and classification of new positions, and for training purposes.

6.17 Training Period

It is agreed that when an employee in the work unit is detailed or assigned to any position in which they have had no previous experience, they shall be given a reasonable training period.

Management, with input from employees regularly assigned to the work area will work toward developing specific orientation tools to be used by employees assigned to the work area.

- a) When an employee is assigned to train a new hire, temporary employee, apprentice or an internal transfer, the Employer shall make every effort to provide appropriate coverage to allow the trainer(s) to provide necessary focused training without causing disruption to everyday workflow.

6.18 Length of Detail

The Employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions. Detail assignments will be evaluated every ninety (90) days.

6.19 Temporary Positions

The Employer agrees that employees shall be recognized for the work they perform. Therefore, details in excess of one (1) week will be documented and maintained as a permanent record in the employee's personnel record. For details entailing the performance of higher-grade duties, the employer shall determine after one week whether a temporary promotion is required. When there is a temporary promotion, the employee shall, as a minimum, be paid at the base rate of pay of the grade to which they were promoted or 5% above the employee's current rate of pay, whichever is greater.

6.20 Rotation of Details

Whenever practical, details will be rotated fairly and equitably among qualified employees. Details will not be used to reward or punish employees.

6.21 Staffing and Patient Quality Care

In an ongoing effort to provide the highest quality of patient care, Pacific Medical Centers is committed to provide adequate staffing in all departments on all shifts. Staffing levels for each department or area shall be determined by management. Typically, staffing levels will be based on patient care needs and the workload for that department or area.

- Any employees of Pacific Medical Centers who have concerns about staffing or workloads should document their concern and bring it to the attention of their supervisor.
- Employees in a given area or department may request a meeting with the department manager to address their concerns. That meeting should take place as soon as possible but ordinarily not later than one (1) week from the date of the request. In the event that the Employer is not able to meet with the employee within one week, the Employer will notify the employee.
- Pacific Medical Centers shall not retaliate against or intimidate any employee who notifies a supervisor or management of their concerns about staffing.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Work Period

The normal work period shall consist of 40 hours of work within a seven day period (Sunday through Saturday) or 80 hours of work within a 14-day period. The employees will be assigned to the normal workweek to the maximum extent possible permitted by workload commitments, facilities and space.

7.2 Rest Periods

Except for emergencies or other valid reasons, which should be infrequent in nature, employees shall receive a rest period of fifteen (15) minutes absence from their work station during each four (4) hour period of work. Rest periods will be regulated so as to maintain essential services, and the supervisor shall schedule the rest periods. Any employee working more than three consecutive hours of overtime

shall receive a ten (10) minute break. An additional ten-minute rest period shall be received for each three (3) hours consecutive thereafter. Rest periods shall not be continuous of the lunch period, except as mutually agreed upon by the Employer and employee, and subject to appropriate approval from any applicable government agency. Rest periods shall not be granted immediately after the beginning of the workday or immediately prior to end of shift. Rest periods will not be accumulated.

7.3 Lunch Period

Employees shall receive an unpaid lunch period of not less than one-half hour to be scheduled as near the middle of the shift as practical. Employees whose schedule of work includes a lunch period will not be required to remain at their work place. Any work performed during lunch period, if it results in more than forty (40) hours being worked during that week, shall be considered overtime. The Employer must order and approve overtime for employees.

7.4 Overtime

Any work performed in excess of forty (40) hours during a workweek will be considered overtime and compensated accordingly. The Employer must order and approve overtime for employees. Paid Time off (PTO) does not count as hours worked for the purpose of computing overtime. Overtime will be distributed equitably among employees in the same work unit. Overtime will be paid based on actual increments of time worked. In the event that the employee believes that overtime is not being distributed equitably, the Employer agrees to meet with the Union and the employee upon request.

7.5 Assignment of Overtime

Management may require overtime to meet the exigencies of the work place. When overtime is assigned and the work involved is normally performed by employees within the unit, the overtime will generally be assigned to those same employees. Exceptions include:

- a) Temporary staff shortages or other emergencies, or when it would be impractical to assign the work to an employee within the unit;
- b) Overtime in such areas where supervisors normally share the callback schedules.

Overtime assignments first will be distributed and rotated equitably among qualified employees within the work unit. Overtime assignments will not be used as a reward or punishment.

7.6 Work Schedules

Work schedules of employees in the Unit shall be established as appropriate and necessary for performance of service in the care and treatment of patients and other essential activities within the administrative discretion of the President/Chief Executive Officer or their designee. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Irregular schedules necessary for the operation of a section or department may be established. In those sections and departments, which rotate days off, requests of individual employees in scheduling days off will be handled in an equitable manner.

7.7 Posting of Work Schedules

Time schedules will be posted two (2) weeks, but in no case less than two business (2) days, in advance. Changes to the posted time schedules will be made only to cover emergency situations (i.e. unplanned

absences or unusually heavy workloads), and the employees will be advised of the reasons for such changes. In departments where it is difficult to post schedules at least two (2) weeks in advance, the leader and employees working in such departments will meet to discuss a process for ensuring employees are notified of schedules as soon as possible.

7.8 Assignment of Schedules

When skill, ability, and competence are equal, preference in assigning schedules established by supervisory staff or due to open positions will be based on length of service within the work unit.

7.9 Disagreement with Work Schedules

Any complaint or disagreement on the changes of hours of work shall be handled in accordance with the negotiated grievance procedure.

7.10 Flexible Work Schedules

Flexible work schedules may be established by mutual agreement between PMC and the employee(s) involved. Prior to implementation of a new flexible work schedule, the Employer and the employee will review and determine conditions relating to that work schedule. These conditions of the flexible work schedule will be provided to the employee in writing.

7.11 Time Off Between Shifts

In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least 11.5 hours off duty between shifts. Normally, two non-duty days will be consecutive.

7.12 Low Census Periods

Low census is defined as a decline in work unit requirements resulting in a temporary staffing decrease. Employees sent home or not scheduled for work shall continue to accrue applicable benefits as if they worked their regular schedule except as described in Article 11 - PTO. Being sent home or not scheduled for work will be rotated equitably among qualified employees by work unit but not used as a reward or punishment.

Prior to implementing the low census proceedings, managers will make every effort to coordinate with other managers including managers at other sites to provide opportunities for work. Employees may voluntarily elect or decline to float to other clinics. The employer will first ask for volunteers before implementing the reduced staffing schedule. Temporary and per diem employees will be released from work first; thereafter low census will be rotated among regular employees by seniority, provided that skills, competencies, and abilities are equal.

7.13 Reduction in FTE Status

Depending on staffing requirements, PMC reserves the right to reduce full-time employment to part-time. The Employer will first seek volunteers to accomplish the necessary reduction, thereafter reverse seniority will be the basis for the reduction.

7.14 Clean-Up Time

Reasonable cleanup time shall be provided to employees before lunch and at the end of the shift as a

part of their work assignment to draw, turn in, or put away tools, PMC property and equipment in their possession. This does not include incidental cleanup. The employee's supervisor is responsible for determining the amount of time needed.

ARTICLE 8 – WAGES

All terms in italics are defined below.

8.1 Wage Increases

Effective on the first full pay period beginning on or after July 31, 2023, all bargaining unit employees will be eligible to receive an increase of 3.5-6% to their base pay, excluding pay differentials or pay premiums.

Effective on the first full pay period beginning on or after July 31, 2024 and annually thereafter for the life of this Agreement all bargaining unit employees will be eligible to receive an increase of 2.75-5% to their base pay, excluding pay differentials or pay premiums. The percentage of increase will be determined annually by PMC.

PMC retains the right to make market rate adjustments at any time.

DEFINITIONS:

SALARY RANGE/JOB GRADE is a range of pay that is established with minimum and maximum parameters. Each job within PMC is assigned to a job grade. There is generally more than one PMC job assigned to each salary range.

RED-CIRCLE occurs when an employee's base hourly rate of pay is at or above the maximum of the salary range for their grade. An employee will receive no further pay increase until the salary grade maximum exceeds their base hourly rate of pay. In the case that the calculated pay increase would place an employee above the grade maximum, the increase amount will be split into base pay increase to grade maximum and a lump-sum payment for the remaining amount of the increase. For those employees who are at or above the maximum of the salary range for their grade and will receive no base pay increase, PMC will, as part of their lump sum bonus, increase the amount of the bonus by three (3) percent.

ADJUSTMENT TO MINIMUM OF GRADE occurs if an employee's salary is less than the assigned salary grade minimum after receiving a wage increase. Their base hourly rate of pay will be increased to the minimum of their salary range each year at the time a new salary structure is implemented.

MARKET RATE ADJUSTMENTS occur when an employee's pay is below their market rate for the job classification and relevant years of experience. The market rate, often referred to as "the going rate", is a competitive base rate that employers in the job market are paying at a given point in time to have a specific job performed. Market rate assessments will include other healthcare organizations participating in industry salary surveys, including, but not limited to, Providence Medical Group and Swedish Medical Group. PMC has complete discretion to define and determine the 'market rate' for each job. The employee is given a pay increase to align with the employee's number of years of relevant job experience as deemed appropriate by PMC management. By January 1, 2023, PMC will establish a schedule for performing market rate

assessments.

ARTICLE 9 – OTHER COMPENSATION

9.1 Base Hourly Rate of Pay

Straight time with no differentials or premium pay.

9.2 Regular Rate of Pay

Straight time rate that may include float pool premium rate or per diem differential. Benefits are computed from the regular rate of pay.

9.3 Traveling Assignments

Effective September 1, 2022, the Employer may assign regular employees to work at a different location than their base location. Employees so assigned will be paid an additional four dollars and no cents (\$4.00) per hour while working at that different location; subject to the following:

- a. The assigned areas are in different geographic locations from their assigned base location;
- b. Per Diem and Temporary employees are not eligible for the travel differential premium
- c. The parties agree that, subject to the restrictions outlined in this Section 9.3 all job classifications are currently eligible for the travel differential premium with the following exceptions:
 - Information Technology Services
 - Facilities
 - Supply Chain
 - Interpreter Services
 - Living Well Alliance

In the interest of patient care and business flexibility, exceptions allowing travel differential to individuals in another job classification may be made at PMC's discretion on a case by case basis. Additional job classifications agreed to by PMC and the union may be added via a Letter of Understanding.

9.4 On-Call and On-Call Pay

On-call is defined as being scheduled to be available for work during a specified time period.

On-call pay shall be paid at the rate of \$2.50 per hour. All work performed when called while on-call will be at the rate of one and one-half (1 ½ x) times the base hourly rate of pay. On-call duty shall not be counted as hours worked for purposes of computing overtime or eligibility for fringe benefits. On-call pay shall not be in addition to other pay rates including Weekend Differential or Shift Differential.

Employees scheduled to be on-call during a designated holiday will receive the regular holiday Paid Time Off pay plus the on-call pay.

9.5 Call Back and Call Back Pay

Call back is defined as unscheduled emergent work performed by an employee on the same day as called after completing their regular work schedule and leaving the premises. Regular full and part-time employees are eligible for call back pay as follows:

9.5.1 Not On-Call

Employees who are not on-call and are called back outside their regular duty hours shall be paid call back pay at one and one-half times their regular rate of pay for a minimum of three hours or paid for time actually worked, whichever is greater.

9.5.2 Scheduled on Call

Employees on on-call status who are called back to work are paid according to section 9.4.

9.6 Shift Differential

Shift differential for the period between 7:00 p.m. to 6:00 a.m., shall, beginning January 1, 2023, be paid at 7% of their base hourly rate of pay. This applies to scheduled as well as unscheduled work. Positions that are exempt from this section will be identified in the job description. At employee's request to accommodate a flexible schedule a waiver of shift differential may be made with the approval of Union and PMC.

9.7 Weekend Differential

Employees scheduled to work on Saturday and/or Sunday shall, beginning January 1, 2023, be paid a weekend differential of 7% of their base hourly rate of pay. Weekend differential begins at 12:01AM Saturday morning and ends at 12:00AM Monday morning. Weekend differential will not be in addition to shift differential. Positions that are exempt from this section will be identified in the job description.

9.8 Holiday Standby

Employees scheduled for Standby on a designated holiday will receive the regular holiday Paid Time Off pay plus the standby pay.

9.9 Parking

The Employer will pay one hundred percent (100%) of the cost for staff parking for regular full and part-time employees at a location an employee was sent to work, providing that the location is not the clinic where the employee is primarily assigned to work. For employees who are primarily assigned to work at a location where parking is not free of charge, the Employer will provide the same benefit as it provides for non-bargaining unit employees who primarily work at that location, subject to availability. Any benefit will comply with local ordinances.

9.10 Float Premium

Beginning July 1, 2023, the Employer will pay a \$2.00 premium to regular full or part-time employees who work in a designated "float" position, which will be added to employees' base rate of pay. A "float"

position is a position in which a regular full or part-time employee is not assigned to work in a primary clinic and as part of their position, agrees to work at any clinic where staffing is needed.

9.11 Lead Pay Grades

Effective the first full payroll period following the effective date of this Agreement, employees who work in a lead position will be placed in a lead pay grade, which provides for at least a five (5) percent addition to the base pay rate. Effective the first full payroll period following the effective date of this Agreement, nurses working in a lead position will be placed in a lead pay grade which provides for at least a six (6) percent addition to the base pay rate.

ARTICLE 10 – SENIORITY/LAYOFF/RECALL

10.1 Seniority Defined

Seniority shall be defined as an employee's length of continuous service since their last date of hire to include periods of leave regardless of pay status during such leave. In the event of an identical hire-in date, the date of application will prevail.

10.2 Seniority Roster

When seniority becomes an issue in decision making related to layoff and recall, a seniority roster of the affected employees shall be provided to the Union.

10.3 Layoff Defined

Layoffs are reductions in the work force by position within the smallest work unit occasioned by low census, significant reductions in workload, reorganizations, technological change, etc. as determined by the Employer.

10.4 Seniority in Layoff and Recall

Whenever there is a layoff, or a recall from layoff, employees with the most seniority shall be laid off last or recalled first, except a less senior employee may be retained or recalled ahead of a more senior employee if the less senior employee has greater skill, ability, competency, or current job performance.

The employer's judgment as to order of layoff or recall shall control unless it is shown by the Union to be arbitrary - a good faith disagreement as to the relative qualifications (skill, ability, competency, or current job performance) shall not be grounds for an arbitrator to find a violation of this Section.

10.5 Order of Layoff

The order for lay off will be:

- a) Temporary employees
- b) Orientation period employees
- c) Regular employees (including regular employees of less than .5 h that opt to be classified and receive the per diem differential).

Prior to implementing a layoff, the Employer will seek volunteers for layoff from among employees at the same geographic location in the job classifications and departments or units affected by the layoff. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of layoff and ending five business days after.

10.6 Recall

Recall opportunities will be made in inverse order, considering skills, competence, and abilities. Employees who are laid off shall not accrue but shall retain past service credits for seniority, wage, and benefit purposes. Any notice of recall to an employee who has been laid off shall be made by certified mail to the last known address of the employee. The employee shall have seven calendar days from the postmarked date of the recall letter to respond to the Employer. Eligibility for recall shall exist for up to six months from date of layoff.

10.7 Notice of Layoff

In the event of layoff, the employees will be given as much advance notice as possible, and in no case less than two weeks or the equivalent of two work weeks of pay in lieu of notice and continuation of their healthcare benefits for the two work weeks in which pay in lieu of notice was received.

10.8 Position Elimination Due to Integration

Pacific Medical Centers (PMC) and the Union agree that if a position is eliminated at PMC as a result of the integration of services due to PMC's affiliation with Providence Health and Services (PH&S), PMC staff will have an opportunity to retrain and find a position internal to PMC or, if qualified, apply for and be considered for a vacant position with PH&S consistent with PH&S hiring practices for other candidates. The employee may choose to be laid off rather than take a position offered internal to PMC or PH&S.

ARTICLE 11 – PAID TIME OFF

11.1 Paid Time Off (PTO)

Vacation, holiday and sick leave benefits have been combined into Paid Time Off (PTO) benefits. All employees eligible for PTO should refer to the PMC policy for exact terms and further details.

All regular and temporary full-time and part-time PMC employees accrue PTO from their current date of hire based on hours worked and years of service, up to the maximum accruals, in accordance with the following schedule:

Length of Service	Accrual Rate hrs/eligible hour		Accrual Rate	Typical Annual Accrual (1.0 FTE)	Maximum Accrual*
	PTO	PTO Safe-Sick			
Less than three years	0.07462	0.033125	0.1077 hrs/eligible hour worked	28 days (224 hours)	42 days (336 hours)
Three to five years	0.08225	0.033125	0.1154 hrs/eligible hour worked	30 days (240 hours)	45 days (360 hours)

Five to ten years	0.094	0.033125	0.127169 hrs/eligible hour worked	33 days (264 hours)	50 days (396 hours)
Ten or more years	0.1015	0.033125	0.1346 hrs/eligible hour worked	35 days (280 hours)	53 days (420 hours)

*Pursuant to state law, PTO-Safe Sick accruals are not capped. PTO-Safe Sick continues to accrue throughout the year. However, no more than 108 hours of PTO-Safe Sick may be carried over to the following calendar year.

11.2 PTO and PTO Safe and Sick Compensation

Paid Time Off (PTO) compensates employees at their regular rate of pay when they are absent from work for such purposes as:

- prescheduled vacations
- illnesses
- family care
- preventative health and dental care
- holidays
- family emergencies
- religious observances
- other excused, elected absences.

PTO Safe-Sick compensates employees at their regular rate of pay when they are absent from work for the purposes listed below. These accruals will be utilized for these purposes before the general PTO accruals.

- illnesses (treatment or diagnosis)
- family care
- preventative healthcare
- family emergencies
- domestic violence victim assistance (as defined by the Law)
- preventative health and dental care
- other reasons under the Law

11.3 Approval of PTO

Requests for Paid Time Off shall be granted on a first come first served basis, except that requests turned in on the same day shall be granted in order of seniority. PTO requests made more than ninety (90) days in advance will generally be approved, except in situations where there is a unique business need. All PTO requests are subject to PTO availability at the time the PTO is to be taken and other employees' previously approved PTO requests. Unpaid time off requests are subject to management approval. All requests for Paid Time Off shall be responded to within two (2) weeks of submission.

All holiday time shall be rotated, except where employees mutually agree otherwise. Holiday time shall be defined as one (1) day before and/or after a designated PMC holiday.

11.4 Eligible Hours

PTO is accrued on actual hours worked in the previous two (2) weeks not to exceed 1.0 FTE. Hours worked includes: PTO, overtime, callback, Short Term Disability, Long Term Disability, work-related seminars/training courses and actual hours worked on a holiday;

PTO does not accrue during a leave of absence without pay. Eligible hours are up to a maximum of eighty (80) hours per pay period.

11.5 Use of PTO

PTO is available to use as soon as it is accrued. Paid Time Off may not be used in advance of accrual. PTO may only be used for regularly scheduled hours.

If an employee is notified by their supervisor that no work is available for the remainder of the day, the employee may opt to use Leave Without Pay rather than their PTO. PTO will continue to accrue during those hours.

11.6 PTO Cash-Out at Separation

Upon separation of employment, accrued Paid Time Off will be cashed out and issued with the employee's final paycheck. Failure to give two (2) weeks' notice of resignation will result in loss of the employee's accrued Paid Time Off balance in accordance with Article 6 Section 4 of the contract. An employee may not use their PTO balance immediately before their separation date in an effort to postpone their final PMC employment date and extend their insured benefits.

11.7 Paid Parental Leave

Paid Parental Leave will be paid at 65% of the employee's base rate of pay plus shift differential plus certification premium, if applicable. Participation shall be subject to specific plan eligibility requirements and timely submission of benefit election. Paid parental leave benefits are coordinated with eligible pay available through the Washington Paid Family and Medical Leave Program to ensure an employee receives 65% of their eligible pay.

ARTICLE 12 – HOLIDAYS

12.1 Observed Holidays

The following holidays are observed by PMC:

- a) New Year's Day (January 1)
- b) Memorial Day
- c) Independence Day (July 4)
- d) Labor Day
- e) Thanksgiving Day
- f) Thanksgiving Friday
- g) Christmas Day (December 25)

Note: Holidays are built-in components of the PTO accrual rates.

12.2 Holiday Pay

Employees required to work on an observed holiday will be paid at one and one-half times the regular rate of pay for all time worked, and may claim equivalent number of hours that are actually worked on the holiday from accrued PTO to be paid at the employee's regular rate of pay.

Holiday staffing will be implemented as follows:

Provided that skills, knowledge and competency are equal:

1. Management will ask for volunteers
2. Volunteers will be selected on the basis of seniority with the most senior employee having first choice. If insufficient employees volunteer, then employee will be assigned based on least seniority.

12.3 Holidays and Alternative Work Schedules

Each holiday consists of an eight-hour day. When an employee is on an alternative work schedule and a holiday falls on a day that the employee is normally scheduled to work, the employee uses eight (8) hours of Paid Time Off (PTO). Additional hours of the employee's alternative work schedule (i.e., two (2) additional hours for staff working 10-hour days) may be taken as PTO as Leave Without Pay, or may be worked on another day during the same period with their supervisor's approval.

If an employee has met their FTE for the week in which a holiday falls on a day that the employee is normally scheduled to work, they are not required to use PTO for that holiday. Holiday PTO cannot be used to accrue more than forty (40) hours in one week.

If a Holiday falls on a day the employee is not normally scheduled to work, the employee is not required to use PTO.

12.4 Work on a Weekend Holiday

If an employee works on a Saturday or Sunday holiday, they will receive holiday pay even though PMC officially observed the holiday on the Friday before or the Monday after.

12.5 Holiday Observance

A regular full-time employee whose schedule does not include a holiday may use Paid Time Off to observe the holiday on the work day immediately prior to or following the holiday; however, the employee is not required to do so.

12.6 Holiday Work Rotation

Work performed on holidays will be rotated equitably within the work unit.

ARTICLE 13 – OTHER LEAVES

13.1 Family and Medical Leave

Upon completion of one (1) year of employment, and for 1250 hours over the previous 12 months, an employee shall be granted unpaid job-protected leave in accordance with applicable Federal and State Family Medical Leave Act provisions. The Employer shall maintain the employee's health benefits during this leave pursuant to Section 13.11 and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family/medical leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family/medical leave may be taken intermittently or on a reduced work schedule.

Ordinarily, the employee must provide thirty (30) days advance notice to the Employer when the leave is foreseeable. An employee shall not be required to disclose to their core leader the specific reason for

leave, provided that the leave has been approved by the Employer's third-party leave administrator consistent with state and federal law. Once an employee's family/medical leave has been approved, the Employer will not deny use of that leave, provided that the employee's use of that leave is consistent with the duration and frequency of the leave approval.

An employee must use accrued PTO for which the employee is eligible during family/ medical leave except for when the employee is receiving short term disability. PTO may be used to supplement short term disability benefits up to 100% of base pay. Family/ medical leave shall be interpreted consistently with the conditions and provisions of the law. Approval and administration of Family Medical Leave will be as outlined in PMC Policies.

13.2 Pregnancy/Maternity Disability Leave

All employees affected by their own pregnancy related disability (including pregnancy, termination of pregnancy, childbirth and recovery) shall be entitled to Pregnancy/Maternity Leave for the entire period of the actual pregnancy disability without loss of benefits. If the employee's absence from work for maternity reasons does not exceed the period of the employee's physical disability, the employee shall return to their former position. Thereafter, for the duration of the leave, upon requesting return to work, the employee shall be offered the same or similar position. The employee must use accrued PTO leave during the period of disability and leave of absence to the extent accrued during the maternity leave, except that an employee may elect to reserve up to eighty (80) hours of PTO. Continuation of benefits will be as required by Section 13.11 below or as outlined in PMC policies. Prior to the employee returning from a leave of absence, the Employee is required to provide a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position. Approval and administration of Pregnancy/Maternity Disability Leave will be as outlined in PMC Policies.

13.3 Washington Family Care Act

Employees are eligible to use accrued paid time off (PTO) for the employee's care for (i) the employee's child with a health condition that requires treatment or supervision, or (ii) a spouse, parent, parent-in-law, or grandparent of the employee, who has a serious health condition or an emergency condition as defined by the Washington Family Care Act. Only employees with accrued PTO have the right to take leave as an approved absence for the reasons set forth in this paragraph. Approval and administration of leave under the Washington Family Care Act will be as outlined in PMC Policies.

13.4 Military/Reservist Leave

Military Leave will be granted in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) Employees are required to notify their supervisors as soon as possible after being notified of scheduled military training. Employees shall receive up to fifteen (15) days of administrative pay per calendar year for Military/Reservist Leave. After the 15 days has been exhausted, employees may use accrued Paid Time Off or leave without pay while on military leave in accordance with the Paid Time Off Article. An employee who receives military orders and who requests and takes Military Leave in order to respond to those orders may return to the same job the employee held prior to taking leave provided the job has not been subject to a reduction in force. Approval and administration of USERRA Leave will be as outlined in PMC Policies

13.5 Leave for Victims of Domestic Violence, Sexual Assault, and Stalking

For an employee who is a victim of domestic violence, a sexual assault, or stalking they may take a reasonable

leave for reasons such as related to: legal or law-enforcement assistance, medical treatment, or counseling. Family members of a victim of domestic violence may also take reasonable leave to help a victim obtain needed treatment or services. "Family member" includes a child, spouse, parent, parent-in-law, grandparent or person with whom the employee is dating. PTO may be used during unpaid domestic violence leave to provide compensation. Approval and administration of Leave for Victims of Domestic Violence, Sexual Assault and Stalking will be outlined in PMC policies.

13.6 Jury Duty

An employee must show their jury duty summons to their immediate supervisor as soon as possible so arrangements can be made to accommodate the employee's absence.

A regular employee who is called for jury duty will be compensated by PMC for leave taken in the following manner:

Step 1. The employee's hours on jury duty will be recorded as administrative leave and paid by PMC as straight time in accordance with the employee's regular work schedule.

Step 2. A regular employee is limited to eighty (80) hours of administrative leave while on jury duty in one calendar year. While on unpaid jury duty, employees should refer to the Paid Time Off policy.

Step 3. If the employee is excused from jury duty, they will immediately contact their supervisor. The supervisor will determine if it is feasible and reasonable for the employee to report to work.

Approval and administration of Jury Duty Leave will be as outlined in PMC policies.

13.7 Medical Leave

Employees employed less than twelve (12) months at PMC may request a Medical Leave of absence for illness or disability of more than five (5) consecutive days. The employee may be required to provide a statement of illness or disability from a licensed medical practitioner. A Medical Leave, if granted, begins on the next scheduled work day following the employee's last day worked and may continue for up to four calendar weeks from that date. Upon completion of the Medical Leave and with a fitness for duty statement from a licensed medical practitioner, the employee will return to their former position, provided the position has not been subject to a reduction in force. If an employee provides a statement of partial medical fitness for duty, the employee may be assigned alternate duty within the work unit. If the employee has not returned to work at the end of the Medical Leave with a physician's certificate of medical fitness for duty, the employee may be involuntarily separated. If the employee presents a certification of full medical fitness for duty within six (6) months of involuntary separation, the employee will be offered the first available position within their unit for which they are qualified. Approval and administration of Medical Leave will be as outlined in PMC Policies

13.8 Personal Leave

Personal leave is an approved unpaid absence of a regular employee of more than five days but less than one year. Upon conclusion of the Personal Leave, the employee may return to their former position if available, otherwise the employee may be considered for openings for which they are qualified and apply. Approval of Personal Leave will be as outlined in PMC Policies.

13.9 Bereavement Leave

When death occurs in a regular employee's immediate family, an employee, upon request, will be excused and, will receive paid time off in accordance with the Employer's bereavement policy, which is incorporated by this reference. Under this policy, employees may receive up to 24 hours with pay to attend to family bereavement needs or may receive up to 40 hours with pay to attend to family bereavement needs for the caregiver's spouse, domestic partner or child. Additional unpaid time off and/or paid time off (PTO) may be authorized by an employee's core leader on a case-by-case basis and based upon operational needs. The Employer will comply with applicable state or local law that provides for additional bereavement.

13.10 Witness Leave

If an employee is served a subpoena as a witness to appear in court on behalf of PMC, then the employee will be paid administrative leave for the time spent in court. If an employee is required to appear in court not on behalf of PMC, then the employee may use either PTO leave or Leave Without Pay. Approval and administration of witness leave will be as outlined in PMC Policies.

13.11 Continuation of Benefits

For employees on approved Medical, Pregnancy/Maternity Disability and/or Family and Medical Leaves, PMC will continue to pay the employer portion of the premiums for the following benefits:

- a) Health Insurance
- b) Life Insurance
- c) Long-Term Disability Insurance

For employees on any other approved leave, PMC will continue to pay the employer portion of the premiums for the above benefits so long as the employee is being paid. Once the employee goes on Leave Without Pay status, PMC will cease to pay the employer portion of the premiums and the employee would be able to continue the above benefits as follows:

- a) Health Insurance may be continued under COBRA by paying the full group premium plus two percent (2%) for administrative costs.
- b) Life Insurance, Personal Accident Insurance and Long Term Disability may be converted to individual policy(ies). Voluntary Group Life Insurance policies may be continued as a group policy with the employee paying the premium.
- c) While an employee is on Leave Without Pay, employer and employee contributions to the Retirement Plan and Tax Deferred Investment Plan will cease. The employee will not accrue any Paid Time Off during the Leave Without Pay period regardless of whether or not the employee is on approved Medical, Pregnancy/Maternity Disability or Family and Medical Leave.

ARTICLE 14 – MEDICAL AND INSURANCE BENEFITS

14.1 Insurance Eligibility:

Subject to contractual or plan restrictions, active, regular employees who are regularly scheduled to work 20 or more hours per week or 40 hours per bi-weekly pay period are eligible for group medical, dental, vision, life, accidental death and dismemberment, short-term disability and long-term disability

coverage on the first day of employment with PMC.

14.2 Health/Dental Insurance

Unless required by governmental mandate, Medical and dental benefits will continue to be provided for the term of this Agreement. PMC may in its sole discretion adopt plans with different benefits, coverage, deductibles and co - pays should renewal rates, enrollee satisfaction, or quality of care received from the current plans change. If PMC decides to adopt a different plan, PMC will provide notice to the Union, and upon request, discuss the benefits, coverage, deductibles and co-pays of the new plan.

Enrollments, premiums, eligibility and coverage will be as provided in the plans.

For 2023, 2024 and 2025, the employer will contribute 100% of the monthly premium for coverage for the employee only premium on the core medical offering (HSA Medical Plan) for employees with an FTE 0.75 to 1.0. The employer will contribute at least 85% of the employee portion of the premium cost for the core medical plan for benefits eligible part-time employee (FTE 0.5 - 0.74).

The employer will contribute at least 95% of the monthly premium for coverage for the employee only premium on the core dental offering (Delta Dental PPO 1500) for employees with an FTE 0.75 to 1.0. The employer will contribute at least 75% of the employee portion of the premium cost for the core dental plan for benefits eligible part-time employee (FTE 0.5 - 0.74).

PMC's contributions to the monthly premium for any other level or type of coverage will be made in PMC's sole discretion.

PMC will give the Union 30 days' notice of proposed changes in the plans, and will meet with the Union to discuss the changes, if requested by the Union.

14.3 Life Insurance

The Life insurance (or comparable plan) provided by the Employer, at no cost to the employee (except as mandated by law), will continue in force for the life of this Agreement.

14.4 Retirement Plan

The Pacific Medical Centers 401(k) Plan will be made available to bargaining unit employees. Contribution amount, vesting, and all other terms will be as set forth in the plan documents for the plans. PMC and its employees will participate in the Social Security Program to the extent required by law. This Section 14.4 is not subject to Article 16 Grievance and Arbitration Procedures.

The Employer reserves the right to amend the plans in order to comply with Federal and State laws and regulations.

14.5 Short-Term Disability.

The Short-Term Disability plan provided by the Employer, at no cost to the employee, will continue in force for the life of this Agreement.

14.6 Long-Term Disability

The Long-Term Disability (or a comparable plan) provided by the Employer, at no cost to the employee,

will continue in force for the life of this Agreement.

14.7 Workers' Compensation:

Compensation for work related illness, infection or injury will be provided pursuant to Washington State law. An employee eligible to receive payments under the Workers' Compensation Act, may use PTO leave to supplement such payments.

14.8 Unemployment Insurance

Unemployment insurance will be available pursuant to Washington State law.

ARTICLE 15 – DISCIPLINE

15.1 Discipline/Discharge

Discipline/Discharge shall be defined to include the concept of progressive discipline. Supervisors will:

- Verbally coach in a one-on-one session and counsel employees prior to initiating formal discipline; and
- Provide a written summary of the conversation to the employee within fourteen (14) days of the conversation.

The Employer will use a uniform system of progressive discipline which normally includes:

- a) Written warning and counseling, which should include a performance improvement plan,
- b) Final written warning, which may include suspension without pay.
- c) Termination.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. The employee shall be requested to sign the notice to acknowledge receipt but not necessarily agreement with its contents.

An employee shall have the right to request the attendance of a Union Representative at an investigatory meeting which may lead to disciplinary action or at disciplinary meetings. The employee shall be responsible for contacting the Union Executive Board to request representation if desired. An employee's core leader will inform the employee if the meeting is an investigatory meeting which may lead to disciplinary action or a disciplinary meeting, unless disclosure of the purpose of the meeting will compromise the integrity of the investigation and/or the core leader reasonably believes disclosure will lead to retaliation against other employees. In the event that an employee's core leader believes disclosure to an employee of the purpose of the meeting will compromise the integrity of an investigation or lead to retaliation against other employees, the employee's core leader will contact the Union President or their designee. The Union has responsibility to designate a representative to attend the meeting once such notification has occurred.

All formal disciplinary action must be supported by a preponderance of evidence. The employee is entitled to reasons for disciplinary action.

However, progressive discipline need not be followed and termination may occur for the first occurrence of serious infractions of conduct, such as: violation of PMC compliance policies, theft; dishonesty; physical violence/assault; carrying a concealed weapon; endangerment of patients; notorious, infamous or

reprehensible conduct undermining or discrediting the image of PMC; the possession, transfer, sale, trafficking, or use of intoxicants, illegal or unauthorized narcotics, drugs, or controlled substances, or possession of any type of drug paraphernalia on company premises or property; the unauthorized use of or being under the influence of alcohol while in a PMC facility or on PMC property, or while performing PMC business; misrepresentation or falsification of any PMC document; breach of patient confidentiality; acts constituting sexual harassment; threatening actions toward, or harassment by threats of bodily injury or other conduct calculated to inflict serious mental anguish or distress to PMC personnel, patients, patient relatives or visitors, or anyone else having a reason to contact PMC; engaging in a work stoppage or slowdown in violation of this Agreement. The foregoing is not an exhaustive list of conduct that need not follow the progressive discipline process.

15.2 Failure to Report to Work

An employee who fails to report for work for one (1) day without contacting their immediate supervisor, or who fails to report for two (2) days including the date of contact but whose absence is not excused, may be terminated. The Employer will not exercise this right to terminate if the failure of the employee to contact their supervisor was because of circumstances totally beyond the employee's control.

15.3 Incarceration

If an employee is incarcerated for any reason, PMC may, at its option and sole discretion, elect to immediately suspend the employee without pay pending resolution of the criminal charges.

15.4 Notice of Discipline

Written warnings shall remain active in the employee's personnel folder for progressive disciplinary purposes for eighteen (18) months, unless another written warning is given, in which case the eighteen-month period begins to run from the date of the most recent written warning. After twelve (12) months from the date of the written warning and if there has not been another occurrence, the employee can request a review with their core leader, Human Resources and a Union Representative to have the record removed from their personnel file. The Employer must agree that removal of the written warning is appropriate. After three (3) years, inactive warnings will no longer be referenced and may be removed from the employee's personnel file if requested. The employee must initiate the request for removal through their supervisor. If in particular cases PMC decides to give more than one (1) written warning to an employee before imposing suspension or termination, this shall not require the Employer to give more than one (1) written warning in any other case. A suspension or discharge need not be based on the same issue as a previous suspension or warning.

15.5 Immediate Discipline

No suspension or discharge shall take effect unless there is an opportunity for the grievant or the Union (if appointed by the employee) to be confronted with the evidence and provide a response unless summary action is warranted by the need to protect persons or property.

15.6 Delivery of Disciplinary Notice

In the event the Employer is unable to deliver a copy of the written warning or notice of suspension or of discharge to the employee, delivery shall be deemed complete when PMC deposits a copy of same in the U.S. Mail by registered or certified mail to the last address provided to the Employer by the employee.

15.7 Supporting Information

In a grievance or disciplinary action, the Employer shall provide the Union with requested information and documentary evidence if pertinent to support that action and copies of said information and documentary evidence.

15.8 Initiation of Disciplinary Action

Management will initiate disciplinary action within fourteen (14) calendar days from the time it becomes aware of the infraction or completes the investigation that verified it. This is not meant to substitute for regular supervisory counseling and communication with employees to correct minor, one-time problems.

If no grievance is filed, in writing, within fourteen (14) calendar days of the delivery of a written warning or a notice of suspension or a notice of termination, the misconduct alleged in the warning or notice shall be taken as a matter of record and may not be contested as a fact in any subsequent grievance or arbitration proceeding. In the case of employee discipline the discipline shall stand if rendered in accordance with the Article.

15.9 Performance Related Discipline

Management has the right to expect employees to perform their duties competently. An employee who fails to do so will be told of performance deficiencies, what the employee must do to meet expectations, and be given a reasonable opportunity to improve to a satisfactory level, not to exceed six (6) months. The supervisor will inform the employee of the time period in which improvement must be made, with consideration given to the period of time the employee believes is necessary. Where the employee has not performed satisfactorily, management retains the option to demote the employee in lieu of other disciplinary action.

15.10 Per Diem/Orientation of Temporary Employees

Orientation and temporary employees may be disciplined or terminated for any reason without recourse to this Agreement or its grievance and arbitration provisions. Per Diem employees may be terminated without appeal for repeated unavailability for work, pursuant to the Employer's applicable policy.

15.11 Unscheduled Absences

Employees may be subject to progressive discipline for unscheduled absence occurrences. An occurrence is a single or multiple day contiguous event. Employees with six (6) unscheduled absence occurrences within a rolling twelve (12) month period may be terminated. An unscheduled absence occurrence is an unscheduled full or partial day absence, or leaving work before the scheduled quitting time unless excused by the Employer, or by relevant law. Employer policy on attendance, and calling in absences and tardies shall be the prevailing document on this topic. A multi - day absence for illness is one occurrence. An FMLA absence, bereavement leave or any other approved leave is not an occurrence. Both parties are committed to mitigating clear instances or patterns of abuse of unscheduled absences.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.1 Grievance Defined

A grievance is defined as an alleged breach of the interpretation or application of the terms of this Agreement. If any such grievance arises, it shall be resolved through the following grievance procedure. It is the desire of the parties that grievances be resolved informally whenever possible and at the first level of supervision. Time limits set forth in the following steps may be extended by mutual written consent of the parties.

16.2 Employee's Right to Union Representation

If an employee inquires, they shall be advised of their right to be represented by a Union representative at each step of the grievance procedure. If an employee elects to have a representative to assist in presenting the grievance, they must use a Union approved representative. In the event the employee does not request Union representation, the Union has the right to be present as an observer at the offer of resolution of the grievance.

16.3 Employer May Adjust Grievance

An employee may present their grievance to the employer and have it adjusted so long as the adjustment is not inconsistent with the terms of this agreement, and the Union representative has been given the opportunity to be present at all the grievance meetings.

16.4 Union Grievance

The Union may initiate a grievance at Step 2 if the grievance involves a group of employees and if the grievance is submitted within fourteen (14) calendar days from the date the employees became aware that a grievance existed.

16.5 Grievance Procedure

Step 1 Informal Stage: Employee, First Level Supervisor and Union Representative

If an employee has a grievance, the employee shall first meet with their supervisor and attempt to resolve the problem and in no event later than fourteen (14) calendar days of when the employee had or reasonably should have had knowledge of the grievance. Otherwise, the grievance shall be considered untimely. The employee, their Supervisor and a Union Representative (if requested by the employee) shall meet at a mutually agreed upon time within seven (7) calendar days to attempt to resolve the grievance.

Step 2 Employee, Second Level Supervisor and Union Representative

If the grievance is not resolved to the employee's satisfaction at Step 1, the affected party(ies) shall present the written grievance specifying which sections of the agreement were violated to their 2nd Level Supervisor within fourteen (14) calendar days of receipt of the Step 1 decision. A meeting shall be held between the Employee, Union Representative (if requested by the employee) and 2nd Level Supervisor within seven (7) calendar days of receipt of the written grievance. The 2nd Level Supervisor will issue a written decision to the aggrieved party(ies) within seven (7) calendar days of the Step 2 meeting.

Step 3 Employee, 3rd Level Supervisor (or designee) and Union Representative

If the grievance is not resolved to the employee's satisfaction at Step2, the written grievance shall be referred to the 3rd Level Supervisor (or designee) within fourteen (14) calendar days of receipt of the Step 2 decision. The 3rd Level Supervisor (or designee) shall meet with the affected party(ies) within seven (7) days of receipt of the Step3 grievance for the purpose of resolving the grievance. The 3rd Level Supervisor (or designee) shall issue a written decision to the aggrieved party(ies) within seven (7) calendar days of the Step 3 meeting.

Step 4 Arbitration

If not resolved at the Step Three level it may be taken to arbitration if either the Union or Employer requests it. The party desiring arbitration shall within fourteen (14) calendar days of receipt of the Step Three decision, notify the other party in writing that it desires arbitration of the unresolved grievance.

Arbitration Process and Procedures: Section 1:

Step 1 Selection of Arbitrators. The moving party shall request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators or an arbitrator may be agreed upon by the parties without going through FMCS. Within fourteen (14) calendar days, or other mutually agreed upon date, from receipt of such list of arbitrators the Union and the Employer shall select the arbitrator by alternately striking names from the list until one name remains as the chosen arbitrator. The order of striking the names off the list will be dictated by the flip of a coin.

Step 2 Submission of Dispute. The parties will prepare a joint letter submitting the issue(s) in dispute. If the parties fail to agree on a joint issue each shall submit a separate issue and the arbitrator shall determine the issue or issues to be heard.

Step 3 Arbitrator Renders Decision. The arbitrator will be requested to render their decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing, or submission of post-hearing briefs (whichever is later), unless the parties mutually agree to extend the time limit.

Step 4 Appeal of an Arbitrator's Decision.

An arbitrator's decision on jurisdiction may be appealed to a court of competent jurisdiction.

Step 5 Request of Court Review. The arbitrator's work will be binding on the parties; however, either party may request court review of an arbitrator's decision on the grounds of exceeding their authority.

Section 2 Proof of Issue of Fact:

Proof of any issue of fact before the arbitrator shall be decided on the basis of the preponderance of the evidence, not on any higher standard of proof. In a case of employee discipline, the discipline shall stand if rendered for the reasons stated by the Employer pursuant to Article 15 Discipline and neither the fact the Employer may have chosen not to interview the disciplined employee prior to imposing the discipline nor any lack of investigative or procedural due process shall be a ground for invalidating the discipline, if the employer establishes the

contractual ground at the arbitration hearing.

Section 3 Rights and Duties to Request/Demand Arbitration

The rights and duties to request/demand arbitration under this Section shall apply only to matters occurring or arising prior to termination of this Agreement. A dispute which is based, in whole or part, on events that occur after termination of this Agreement is not subject to the arbitration provisions of the Article 16.

Section 4 Arbitration Expenses

The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union, excluding transcripts or documents or other unilateral expenses which will be borne by the side requesting or presenting them. The arbitration hearing will be held, if possible, on the Employer's premises during regular work hours. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

Section 5 Arbitrator Authority:

The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement or interpret official directives and regulations. The arbitrator's function when reviewing any case alleging dissatisfaction with the application of a directive or regulation shall be limited to a determination as to whether the directive or regulation was, in fact, properly applied. The arbitrator has no authority to address any subject except alleged violations of the express provisions of the Agreement.

Proof of any issue of fact before the arbitrator shall be decided on the basis of the preponderance of the evidence, not on any higher standard of proof.

Section 6 Arbitration Awards/Settlements:

Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being fourteen (14) or less calendar days prior to the initial filing of the grievance, unless the circumstances of the grievance were not and could not have been known by the grievant.

16.6 Supporting Information

In a grievance, the Employer will provide the Union with necessary information or documentary evidence used to support the action as requested.

ARTICLE 17 – COMMITTEES

17.1 Labor/Management Committee

The Employer, jointly with bargaining unit employees selected by the Union, shall maintain a Labor/Management Committee to assist with personnel and other mutual interests. The purpose of the Labor/Management Committee shall be to foster improved communication between the Employer and PMC staff and to improve working conditions. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee will recommend solutions to identified problems. The committee shall consist of not more than four (4) representatives of the Employer and

not more than four (4) bargaining unit employees. The committee will endeavor to include representatives from different clinic areas. The committee shall meet not less than quarterly. The Parties will exchange agenda items not less than ten (10) days in advance of each quarterly meeting. Upon mutual agreement the parties may invite others to the Labor/Management Committee meeting. Agreement to invite an outside party shall not be unreasonably withheld. This committee shall meet within thirty (30) days of contract ratification.

17.2 Health and Safety Committee

The Employer will continue its Health & Safety committee in accordance with existing regulatory requirements. The purpose of this committee shall be to investigate safety and health issues and to advise PMC of education and preventative health measures for the work place and its employees. Employees are encouraged to report any unsafe conditions to their supervisors and/or to their Health& Safety Committee Representative. The Health & Safety committee shall ordinarily meet not less than quarterly, unless committee members decide on a different meeting schedule.

17.3 Committee Time

All time spent by employees on Employer-established committees shall be considered time worked and will be paid at the employee's regular rate of pay or at the rate of one and one-half (1 ½ x) times the regular rate of pay for all overtime hours. Employees appointed to PMC committees as the Union representative shall be notified of all meetings and proper arrangements shall be made in advance for their participation in such meetings.

17.4 Performance Evaluation Committee

The employer and union shall create a performance evaluation committee to review and recommend process and evaluation system. The committee shall evaluate impact and employee satisfaction of implemented systems.

Goals:

- Solicit input from employees
- Monitor outcomes of implementation plan
- Enable both union and management to provide input.

Implementation:

- At least three (3) bargaining unit and three (3) management participants.
- Group meets at least once per quarter until one (1) year following implementation of a new system.

Upon mutual agreement, the parties may invite others to the committee meetings. Interest - based and solution oriented methodology shall be utilized, provided that no dispute may be submitted to interest - based arbitration during the term of this Agreement.

ARTICLE 18 – HEALTH&SAFETY

18.1 Healthful Workplace

The Employer will provide a safe and healthful workplace and will comply with all applicable Federal, State and local laws. The Employer shall provide orientation, training and education for employees who

may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs.

18.2 Health & Safety Committee

The Union will appoint two members to serve on the Safety Committee, these representatives will be in a duty status when carrying out the duties involved with Committee membership.

18.3 Protective Clothing

Protective devices, equipment, and clothing, when required by the Employer, laws or regulations will be furnished and used by the employees.

18.4 Emergency Treatment

The Employer will provide emergency medical treatment for on-the-job injuries of Unit members without delay consistent with the nature of the injury. Employees injured while in the performance of duty will be referred to Employee Health, a PMC provider in clinic, an emergency room and/or their personal Primary Care Provider without delay.

18.5 Health

The Employer has the right to set reasonable rules and policies to promote and protect employee and patient health. Employees shall have access to an employee Health Nurse.

18.6 Tuberculosis and Hepatitis "B"

Tuberculosis screening is required for all new employees within the first thirty (30) days of employment, and annually for all employees performing work tasks that put them in direct contact with patients. Tuberculosis screening is available on an annual basis for all employees.

Employees, who, as part of their job, are regularly in contact with body fluids of patients, may receive prophylactic injections for Hepatitis "B" at the Employer's expense (series of three shots). As a condition of receiving the injections, the employee will be required to sign a waiver of any liability of the Employer for any exposure to the employee as a result of taking the injections.

18.7 Communicable Disease

If an employee is unable to work on the Employer's premises due to a positive communicable disease test result or a pending test result, the employee may, with approval from their core leader, volunteer to work remotely during their regularly scheduled shift if:

- a. The employee feels well enough to work while maintaining standard performance levels; and,
- b. The employee's role can be performed remotely and/or remote assignments can be assigned by the employee's core leader.

ARTICLE 19 – MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes that the management and operation of PMC and the direction of the working forces is vested

exclusively in the Employer, and the Employer shall continue to have all rights customarily reserved to management, including, but not limited to, the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments; to determine work schedules; to determine the materials and equipment to be used; to determine operational methods and procedures and to implement improvements thereto; to determine staffing requirements; to determine the size and composition of the work force; to determine job descriptions and job classifications and to alter them; to determine the kind and location of facilities; to determine the extent to which the operation, and any parts thereof, shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote, and discharge employees for just cause; to layoff employees for lack of work and other legitimate reasons; to recall employees; to require reasonable overtime work of employees; to subcontract out parts of the operation; and to promulgate and enforce rules, regulations, and personnel policies, provided that such rights shall not be exercised so as to violate or abridge any of the specific provisions of this Agreement.

ARTICLE 20 – POLICIES

20.1 PMC Policies

All employees of the bargaining unit, in addition to being governed by this Agreement, shall also be subject to the PMC policies published by the Employer having general applicability to employees of the Employer and any subsequent PMC policies and procedures that may be promulgated in the future, so long as they do not conflict with the letter or intent of this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. The Union shall be given access to all published PMC policies impacting the bargaining unit.

20.2 Non-Solicitation

An employee of PMC may not solicit for any cause or organization anywhere on PMC's premises, whether owned or leased, during their working time. Reasonable forms of solicitation are permitted among PMC employees during periods when both those soliciting and those being solicited are not on work time (working time does not include break time, lunch time nor before or after work.) Employees may not distribute literature to one another at any time. The sole exception to this rule is the annual PMC Charitable Giving Campaign or similar charitable giving campaigns which are planned and executed by PMC. Persons who are not employees of PMC may not distribute or solicit anywhere on PMC's premises at any time. Employees should notify their supervisor or the Human Resources department immediately if someone who is not an employee of PMC is observed in violation of this article.

20.3 Administration of Policies

All policies and this Agreement will be administered in an equitable manner within the work areas.

20.4 Buttons & Insignia

The Employer may adopt a policy which regulates and/or precludes the wearing of buttons, insignias, labels, pins and other adornments in patient care areas or public contact areas. The policy will not be applied only to regulate or preclude union buttons, insignia, etc.

ARTICLE 21 – NO STRIKE, NO JOB ACTION

During the term of this Agreement, neither the Union nor its members, agents, representatives,

employees, or persons acting in concert with them shall incite, encourage, permit, authorize or participate in any strike, walkout, sympathy strike, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, walkout, sympathy strike, slowdown, or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert the same. Any employee participating in any strike, walkout, sympathy strike, slowdown, or work stoppage will be subject to disciplinary action up to and including immediate dismissal. The Employer agrees not to lock out employees in connection with any labor dispute.

ARTICLE 22 – GENERAL PROVISIONS

22.1 Savings Clause

In the event that any term or revision of the Agreement shall be declared in violation of State or Federal Law or shall, through action of any Federal or State legislation, become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect.

22.2 Amendments

This Agreement may be amended by the mutual consent of the parties at any time during the term of this Agreement. Any changes or amendments to this Agreement shall be in writing and signed by both the Employer and the Union.

22.3 Past Practices

Any and all agreements, written and verbal, previously entered into between the parties, are mutually canceled and superseded by this Agreement. Unless specifically provided for herein to the contrary, past practices shall not be binding on the Employer.

22.4 Complete Understanding

The parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement.

22.5 Consultation

When the Employer proposes to make a change not covered by this Agreement, which would have significant impact on working conditions of the bargaining unit, it will first afford the Union an opportunity to consult in good faith. "Good faith" contemplates meeting in a sincere effort to reach a mutual accommodation before effecting the change.

22.6 Exclusion

The Employer and the Union expressly agree that RCW 41.56.123 will not apply to any provisions of this

Agreement; all provisions of this Agreement are excluded from the provisions of subsection (1) of RCW 41.56.123.

ARTICLE 23 - DURATION OF AGREEMENT, AMENDMENTS AND/OR SUPPLEMENTS THERETO

This Agreement by the parties is effective as of September 1, 2022 and shall remain in full force and effect to and including August 31, 2025 unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date of its intention to renegotiate this Agreement. Upon receipt of such notice, negotiations shall commence within a reasonable period of time. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate.

AFGE Local 1170 Bargaining Agreement Negotiation Team

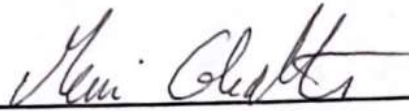
July 25, 2022

Union

Employer



Trisha Harriman, MA-C




Mounir Ghattas, COO



Kayla Huber, MA-C



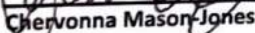
Melissa Presto, Director of Operations



Kaithlyn Jones, MA-C



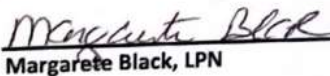
Louela Brown, Director of Operations



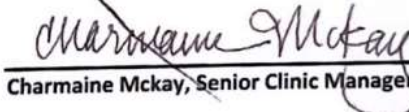
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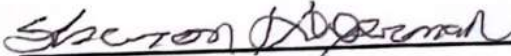
Diana Dass, Director of Quality



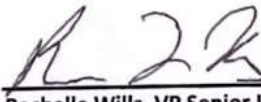
Margarete Black, LPN



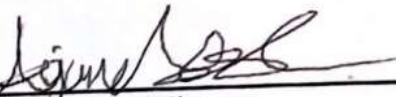
Charmaine McKay, Senior Clinic Manager



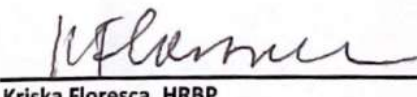
Sharon Hagerman



Rachelle Wills, VP Senior Labor Counsel



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