

SETTLEMENT AGREEMENT REGARDING FOURTH QUARTER 2022 KRONOS SHUTDOWN

This Settlement Agreement ("Agreement") is made and entered into the date it is fully executed ("Effective Date"), between Virginia Mason Franciscan Health ("VMFH"), a joint operating company with CommonSpirit Health ("CommonSpirit") doing business as (separately) St. Joseph Medical Center and St. Clare Hospital (collectively, the "Employer"), on the one hand, and the Washington State Nurses Association ("Union"), on the other hand.

WHEREAS, the Union represents Registered Nurses for purposes of collective bargaining and representation in separate bargaining units at St. Joseph Medical Center and St. Clare Hospital (together, the "Bargaining Units");

WHEREAS, a computer security incident in the autumn of 2022 led to multiple CommonSpirit enterprise systems being taken offline, which made the Kronos timekeeping platform temporarily unavailable to members of the Bargaining Units;

WHEREAS, due to the unavailability of this Kronos timekeeping platform, the paychecks the Employer issued on October 21, 2022 were based on estimated amounts owed to employees rather than actual timekeeping data for the pay period beginning October 2, 2022 and ending October 15, 2022 (the "Affected Pay Period");

WHEREAS, when Kronos timekeeping data was subsequently entered after the impacted Kronos timekeeping platform was restored, and the Affected Pay Period was reconciled with the estimated amounts paid to employees in their October 21, 2022 paychecks, it was established that some employees had been underpaid and others had been overpaid in their October 21, 2022 paychecks;

WHEREAS, on or about November 10, 2022, the Employer notified employees in the Bargaining Units who it determined had been overpaid (the "Overpayment Class"). Thereafter, and after forgiving \$200 for each employee overpaid enterprise wide, including all Bargaining Unit members, the Employer asked the Bargaining Unit members to consent to repay balances due through several payroll wage deductions for their convenience;

WHEREAS, subsequently the Bargaining Unit members disputed a number of issues related to the Affected Pay Period and subsequent related events, including: (1) the calculation of the amounts owed by members of the Overpayment Class; (2) the propriety of soliciting and/or accepting signed payroll deduction authorizations in these circumstances; (3) whether offsets and/or unconsented deductions taken from paychecks issued on November 4th and 18th were lawful; and (4) whether the Employer's actions in connection with the aforementioned issues violated its duty to bargain with the Union, in violation of sections 8(a)(5) and (a)(1) of the National Labor Relations Act ("NLRA");

WHEREAS, Employer denies suggestions by the Overpayment Class that its actions in seeking repayment of monies overpaid to the Bargaining Unit employees are improper, and denies that it violated any duty under sections 8(a)(5) and (a)(1) of the NLRA;

WHEREAS, the Union has filed a lawsuit in the Washington Superior Court Case No. 22-2-10821-1, styled *WASHINGTON STATE NURSES ASSOCIATION, on behalf of certain of the employees they represent v. VIRGINIA MASON FRANCISCAN HEALTH dba ST. JOSEPH MEDICAL CENTER and ST. CLARE HOSPITAL* and an unfair labor practice charge in NLRB Case No. 19-CA-307750, styled *Virginia Mason Franciscan Health dba St. Joseph Medical Center and St. Clare Hospital* (collectively, the "Legal Claims"), which remain currently pending; and

WHEREAS, the Parties, with the participation of their respective counsel, have engaged in arms-length settlement discussions to resolve all issues arising from the Affected Pay Period and the subsequent related events recited above, and have now reached agreement to settle these disputes as set forth below,

NOW, THEREFORE, it is agreed as follows:

1. **FAQ Document.** As soon as practicable, the Employer will distribute a FAQ document in the form annexed as Exhibit A. Once five calendar days have passed from distribution of the FAQ document, the Employer may proceed to send renewed requests for repayment, as detailed in paragraph 2, below.
2. **Renewed Repayment Requests.** The Employer will send renewed requests for repayment to members of the Overpayment Class with balances still showing as due and owing. The request for repayment should present both the option to repay the Employer directly (via check) and the option to repay the Employer via payroll deduction. Employees owing balances less than \$3,000.00 will be offered four-installment payroll deduction plans, and Employees owing an amount equal to or greater than \$3,000.00 will be offered six-installment payroll deduction plans. The Union will be provided a list of employees sent such a request, together with the balances the Employer contends are due to them.
3. **Repayments.** For those in the Overpayment Class who do not dispute the amount requested and opt to repay via payroll deduction, the Employer has discretion as to when those repayments will begin so that they are done in a uniform manner.
4. **Dispute Resolution.** Members of the Overpayment Class who dispute the amount requested shall have recourse to a dispute-resolution process, as described further below. The Employer shall not take any action to require repayment of disputed amounts until the completion of this dispute resolution process:
 - a. The Employee shall submit a written Notice of Dispute to the Employer and Union within ten (10) business days of receiving a Repayment Request from the Employer. (For any employee absent from work for a period of seven consecutive calendar days or longer, or for any employee on approved LOA, the deadline is extended by one calendar day for each day of such absence during this notification period.) The Notice of Dispute will be substantially in the form annexed as Exhibit B.
 - b. The Employer shall inform the Employee within ten (10) business days whether it is granting or denying the Notice of Dispute. If denying a Notice of Dispute in whole or in part, the Employer shall briefly but specifically state the reasons for denial.
 - c. Within five (5) days of receiving a denial of a Notice of Dispute, the Employee may request review of the dispute from the Designated Neutral. The only issue the Employee may request review of by the Neutral is whether the amount assessed as due and payable by the employee is correct, and if not, what the correct amount owed is, if any. The Dispute Resolution Request Notice will be substantially in the form annexed as Exhibit C.
 - d. Prior to the first hearing conducted by the Designated Neutral, the Parties will have a meeting with the Designated Neutral to review the information provided in the FAQ

document (Exhibit A).

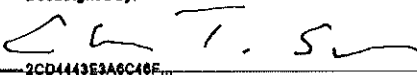
- e. The Designated Neutral will hear individual denial of notices of dispute *seriatim*, generally in 15 minutes or less. Representatives of the Union and Employer may attend and participate in the proceedings, limited to two (2) each (the aggrieved employee and one (1) individual from Employer's payroll department shall not count as a representative for the Union or for the Employer). The proceedings will not be transcribed or otherwise recorded.
 - f. The Designated Neutral will issue determinations within five (5) days of the hearing; such determinations may be summary in nature. The sole question to be decided by the Designated Neutral is whether the amount assessed as due and payable by the employee is correct, and if not, what the correct amount owed is, if any. In deciding the correctness of the amount assessed as owed, the Designated Neutral will apply the principles stated in Exhibit A for calculating a balance due. The Designated Neutral shall have no jurisdiction to forgive, cancel, or waive balances due on the basis of personal hardship.
 - g. The Designated Neutral's determination shall be final and binding with respect to any current or future dispute between the Employer and the Union, including with respect to any current or future proceeding by the Union filed on behalf of any bargaining unit member(s) (including but not limited to grievances, administrative wage-and-hour proceedings, or other litigation). As to any other proceeding, the outcome of the dispute-resolution process will not be conclusive, but neither the Union nor the Employer shall contest the admissibility of evidence of the Designated Neutral's determination as to what amount of overpayment the Employee owes.
5. **Rights of Parties and Non-Parties.** The Parties to this Agreement ("Parties") are the Employer, CommonSpirit Health, VMFH, and the Union. This Agreement does not waive or otherwise impair the rights of any non-party entities or individuals, including members of the Bargaining Units and/or the Overpayment Class. At the same time, this Agreement does not confer any individually enforceable rights for such non-parties, and no such person shall be considered a third-party or other intended beneficiary of this Agreement.
6. **Release of Claims.** The Union is providing a release of claims in favor of the Employer, in the form annexed as Exhibit D.
7. **Dismissal of Cases.** Within five (5) days of the Effective Date, the Union shall:
- (a) file a stipulated motion for dismissal with prejudice of Washington Superior Court Case No. 22-2-10821-1, noting that each party is to bear its own fees and costs; and
 - (b) request withdrawal of NLRB Case No. 19-CA-307750.

The Union further agrees to take all necessary steps to perfect its requests to dismiss or withdraw these claims. This may include, for example, certifying to the National Labor Relations Board that charges are being withdrawn pursuant to a bona fide settlement that meets the Board's criteria for non-Board settlements.

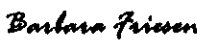
8. **No Continuation of Litigation.** The Union warrants and represents that, other than the above-stated Legal Claims, it has not filed, nor is it maintaining (either in its own right or on behalf of any represented employee) any other civil, judicial, arbitral, contractual, unfair practice, administrative or other proceedings relating to the subject matter of this Agreement. The Union will not initiate, incite, request, publicize, or voluntarily assist (financially or otherwise) any new proceedings by any person or entity (including any member of the Bargaining Units and/or Overpayment Class) against the Employer relating to the subject matter of this Agreement.
9. **Status of Agreement under LMRA.** Although not annexed to the Parties' current collective bargaining agreements, the Parties agree that this Agreement is a "contract[]" between an employer and a labor organization representing employees in an industry affecting commerce," as defined in section 301 of the *Labor Management Relations Act, 1947*, 29 U.S.C. § 185.
10. **Non-Admission.** Neither of the Parties concedes any fault or lack of merit in its claims, and this Agreement shall not be cited or construed as an admission of the same by either.
11. **No Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
12. **Governing Law.** To the extent not governed by principles of federal labor law, this Agreement shall be governed by the internal laws of the State of Washington, without regard to its choice-of-law rules.
13. **Dispute Resolution.** Any disputes regarding the enforcement, interpretation or application of this Agreement shall be resolved in arbitration between the Parties before the Designated Neutral, or in the event of the Designated Neutral's unavailability, a neutral arbitrator to be selected in the same manner as set forth in the existing collective bargaining agreements between the Employer and the Union. To the greatest extent practicable, the arbitration shall be conducted in accordance with the rules established in the collective bargaining agreements.
14. **Complete Agreement; Modifications.** This Agreement, together with its annexed Exhibits, contains the entire and exclusive agreement of the parties with regard to the subject matter hereof, and it therefore supersedes and nullifies any prior agreements, negotiations, proposals or discussions regarding the same. No modification or novation of this Agreement may be found except where the Parties, through their authorized representatives, have bilaterally signed an express written amendment to this Agreement.

THE UNDERSIGNED REPRESENTATIVES HAVE
FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.


For the Employer:

DocuSigned by:

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Chris Scanlan
System Vice President, Labor Relations
CommonSpirit Health May 30, 2023 | 8:26 PM PDT

For the Union:

DocuSigned by:

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Barbara Friesen, MS, BSN, RN May 31, 2023 | 8:16 AM PDT
Lead Nurse Representative

APPROVED AS TO CONTENT AND FORM:

DocuSigned by:

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Brooke M. Copass
Corporate Counsel, Employment & Labor
Relations
CommonSpirit Health May 31, 2023 | 7:02 AM PDT

APPROVED AS TO CONTENT AND FORM:

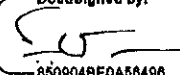
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850804BE0A56496...
Pamela Devi Chandran May 31, 2023 | 8:10 AM PDT
Labor Counsel
Washington State Nurses Association

EXHIBIT A

By Agreement of the Parties, Statements Contained in this FAQ Document May Not be Cited As an Admission by VMFH

Frequently Asked Questions About the October 2022 Wage Overpayment**Summary**

Due to the shutdown of our time-keeping software (Kronos) as a result of a cyberattack against CommonSpirit Health, the October 2-15, 2022 payroll period was affected. In order to ensure that employees were paid on the normal pay date of October 21, 2022, CommonSpirit Health paid hourly employees (1) an estimated amount of regular pay based on their FTE status and (2) an estimated amount for the employee's premium payments based on the amount of premium payments they received on the previous paycheck on October 7, 2022.

Once the system was restored and actual hours worked for the October 2-15, 2022 pay period were put in Kronos, the November 4, 2022 paycheck paid every affected employee the total of regular hours and premium pay earned for both the October 2-15, 2022 pay period and the October 16-30, 2022 pay period. Please note that some employees received another paycheck on November 7, 2022. The total of regular hours worked on both the November 4, 2022 and November 7, 2022 paychecks total the amount of regular hours worked during those two pay periods.

Our system was not able to offset the premium payments estimated for the October 21, 2022 with the actual premium payments earned. As such, every employee who received an estimated premium payment on October 21, 2022 was overpaid by the amount paid. In addition, if an employee worked less regular hours during the October 2-15, 2022 pay period than they were paid for on their October 21, 2022 paycheck, the overpayment amount includes that as well.

A timeline of the payments establishes which payments and deductions were made when. The FAQs after provide additional explanation.

TIMELINE OF PAYMENTS

- October 21, 2022 Paycheck (from the October 2-15 pay period) -
 - REGULAR - Estimated straight-time hours worked based on FTE status. For most nurses, "regular" hours didn't change.
 - ESTMPRMPY (or ESTIMATED PREMIUM PAYMENT) - Estimated premium payment based on the sum of all categories of premium pay received by the employee in their previous (October 7) paycheck – basically, it was an assumption of a premium amount based on the previous payment so that employees would receive some payment for premiums.

DESCRIPTION	REGULAR	ESTIMATED PREMIUM PAYMENT	TOTAL
REGULAR	48.00	59.7100	2066.00
ESTIMATED PREMIUM PAYMENT	0.00		1006.75

- November 4, 2022 Paycheck -

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- REGULAR - Straight-time hours worked during both the paycheck's regular pay period of October 16-30 *and* straight-time hours actually worked during October 2-15 pay period (the October 2-15 pay period is referred to as the "Affected Pay Period" in this FAQ).
 - ALL actual premium payments earned for *both* the October 16-30 *and* October 2-15 pay periods. This amount for these two pay periods was paid in the November 4 paycheck and *was not* offset by the estimated premium pay payment paid on October 21, 2022. This means that employees received an estimated premium payment for October 2-15 in the October 21 paycheck *and* the actual premium payment for the same time period in the November 4 paycheck. For nurses who are told that they were overpaid and now "owe" money back, it most often has to do with this double premium payment for the Affected Pay Period.
- November 7, 2022 Paycheck -
 - If the employee worked fewer hours during the Affected Pay Period than they were paid for as an estimate on their October 21 paycheck, the system did an autocorrect on the November 4, 2022 paycheck that resulted in a deduction of the hours not worked. It did not appear as a separate line item on the November 4, 2022 paycheck; instead, it was deducted out of REGULAR. The deduction amount was then repaid to the employee on or about November 7, 2022.

REGULAR	7.00	59.7100	417.97	41946.30
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- November 18, 2022 Paycheck -
 - ALL REGULAR pay and premium pay earned during the normal pay period.
 - \$200 collections waiver payment for anyone who was overpaid by at least \$201 on their October 21, 2022 paycheck (shows as "INCFRGVN" or "INCOME FORGIVEN"). This is \$200 that CommonSpirit granted all nurses who owed money as a result of the estimated payments on the October 4 paycheck. For example, if CommonSpirit overpaid a nurse \$207 dollars, the \$200 would offset that and the nurse would ultimately owe \$7.
 - A programming error resulted in an unauthorized deduction as a first installment for the overpayment amount, meaning that employees who were overpaid had a deduction taken from their paychecks even if they didn't authorize that deduction.

INCOME FORGIVEN	0.00	200.00	200.00
ESTIMATED PREMIUM PAYMENT	0.00	(294.70)	284.13

- November 21, 2022 Paycheck -
 - Refund of any unauthorized deductions taken from November 18, 2022 paycheck *minus* the \$200 credit (that is, a refund of the net amount *actually* deducted).

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ESTIMATED PREMIUM PAYMENT				
	0.00	94.7075	94.70	378.03

General**1. What happened with the Kronos outage last year?**

Our time-keeping software (Kronos) was shut down due to a cyberattack against CommonSpirit Health. The Kronos shutdown meant that payroll was required to issue paychecks without access to employees' time-card data.

2. What paychecks were affected by the Kronos outage?

For all hourly employees, the October 21, 2022 paycheck was affected. This paycheck covered the pay period that ran from October 2nd through October 15th. This pay period will be referred to as the "Affected Pay Period."

Because Kronos was down when pay was calculated for this paycheck, the amounts paid on October 21st were only **estimates** of what was owed.

Some employees also had issues with their November 4th and November 18th paychecks, which are described below.

3. What is the status of the WSNA lawsuit against Virginia Mason Franciscan Health (VMFH)?

WSNA and VMFH are in the process of settling the lawsuit. That settlement includes a longer time-frame in which some employees may repay their balances due, and a neutral process to verify the amount due.

VMFH is providing this FAQ to employees as part of the settlement process.

The October 21st Paychecks**4. What were the estimated amounts paid in my October 21st paycheck?**

There were two, separately paid estimates. (Some employees only received one estimated payment.)

One estimated payment, labeled "REGULAR" on the employee's paycheck, estimated straight-time hours worked.

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The other estimated payment, labeled "ESTMPRMPY" (or "ESTIMATED PREMIUM PAYMENT") on the employees' paycheck, estimated premium pay (that is, all pay other than base pay).

PAYROLL INFORMATION				
REGULAR				
REGULAR	48.00	59,7100	2066.00	40931.23
ESTIMATED PREMIUM PAYMENT	0.00		1006.75	1006.75

5. How was the straight-time estimate ("REGULAR") calculated?

For employees with an FTE status (that is, full-time and regular part-time employees) the employees received an estimated payment ("REGULAR") based on their hours commitment. For instance, a full-time employee who is regularly scheduled to work 36 hours a week received an estimated payment for 36 hours per week of the employee's base pay. For a part-time employee who regularly works 24 hours a week, the estimated payment was 24 hours per week of base pay.

A different calculation based on annualized earnings was used to create the "REGULAR" estimate for employees without an FTE status (that is, per diem, supplemental or casual employees).

6. How was the premium estimate pay ("ESTMPRMPY" or "ESTIMATED PREMIUM PAYMENT") calculated?

This estimated payment was calculated by taking all categories of premium pay that the employee received on their previous (October 7th) paycheck and adding them together. That sum was used as the "estimated premium" payment ("ESTMPRMPY" or "ESTIMATED PREMIUM PAYMENT") in the October 21st paycheck. "Premium pay" included, for example, overtime, weekend differentials, shift differentials, as well as other payments in addition to straight-time pay.

7. How were the REGULAR and ESTMPRMPY (or "ESTIMATED PREMIUM PAYMENT") treated for tax purposes?

The "regular" payment was subject to regular tax withholdings. The "estimated premium payment" was treated as a salary advance and had no tax withholdings.

8. What if I requested additional estimated premium pay?

Some employees requested an advance to cover additional premium pay. (For instance, an employee who worked more overtime during the Affected Pay Period than in the previous pay period could request additional premium pay.) These payments were made between October 24th and October 28th and were also coded as ESTPRMY (or "ESTIMATED PREMIUM PAYMENT"), and, like the earlier ESTPRMY payment on October 21st, were not subject to tax withholdings.

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9. How did VMFH calculate the amount I owed?

Once Kronos data became available, VMFH identified all employees who had been underpaid or overpaid on October 21st, comparing the estimates to what employees had earned based on their actual time-card information.

The amount due was calculated both for "regular" and "estimated premium" payments. As explained below, for "regular" payments, employees only have to repay if the estimate was based on more hours than they actually worked. By contrast, all "estimated premium payments" must be fully repaid.

Here is how those categories are handled differently.

For "regular" payments, employees only owe if there was a difference between "regular" payment and their actual hours worked during the Affected Premium Pay where they worked less hours than they were paid for. For instance if a full-time 80-hour employee only worked 72 hours in the Affected Pay Period, and did not take PTO, the REGULAR estimate paid to them was for 80 hours, even though they were only eligible to receive 72 hours. As a result, the employee was overpaid by the additional eight (8) hours and owes eight (8) hours of straight-time pay.

For "estimated premium" payments, employees owe the entire amount that was paid. For instance, if an employee received \$500 for "estimated premium payments" on their October 21st paycheck, they owe \$500. If an employee received \$500 for "estimated premium payments" on their October 21st paycheck, and then requested and received an additional \$500 in "estimated premium" payments, they owe \$1,000.

10. Why do I have to repay the full amount of "estimated premium payments" (and not just the difference between the estimate and what I actually earned in premium pay)?

For the "regular" payment, the payroll system offset the "REGULAR" estimate from the hours actually worked during the Affected Pay Period. (In other words, the payroll system was able to credit the estimated hours against the actual hours worked.)

For the "estimated premium payment," the payroll system could not offset the estimate against actual premium time earned. This is because the "estimated premium payment" was a lump sum, and did not match any one individual type of premium pay. As a result, there was no offset made when the actual premium pay for the Affected Pay Period was later calculated. This means that any actual premium pay earned was paid on top of the prior "estimated premium payment."

For most employees, the actual amount of pay due to them for the Affected Time Pay period (as opposed to the estimated amount paid to them on October 21st) was calculated and paid in their November 4th paychecks (see Question 12 below).

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11. What about the \$200 waiver?

A collections waiver was given for the first \$200 of overpaid wages. For employees whose total "REGULAR" and "ESTMPRMPAY" (or "ESTIMATED PREMIUM PAYMENT") balance (added together), were \$200 or less, no balance was due and no repayment has ever been requested.

For employees who owe over \$200 (in total), there was a credit of \$200 applied to the first repayment made by the employee (see Question 17, below).

November 4, 2022 Paychecks

12. What amounts were paid in the November 4th paychecks?

The November 4th paycheck was the first regularly scheduled payday after correct Kronos data for the Affected Pay Period was uploaded to payroll.

As a result, the November 4th paycheck covered two pay periods: (1) It covered wages due for the regular pay period that ran from October 16th to October 30th; and (2) It included actual premium pay earned during the Affected Pay Period. It also included additional regular hours for employees who were still owed pay for straight-time hours worked during the Affected Pay Period. .

Specifically, for straight-time wages during the Affected Pay Period, employees were paid for any additional hours that had not been covered by the straight-time ("REGULAR") estimate. For instance, if the employee with a 72-hour schedule worked 80 hours of straight time during the Affected Pay Period, then the employee received the additional 8 hours due in their November 4th paycheck.

Premium pay due for the Affected Pay Period was handled differently. The full amount of premium pay earned during the Affected Pay Period (including, for example, overtime and shift differentials) was paid in the November 4th paycheck. The lump-sum "estimated premium" amount (the pay coded as "ESTMPRMPY" (or "ESTIMATED PREMIUM PAYMENT") in the October 21st paycheck) was not offset from the actual premium pay due for the Affected Pay Period. This means that everyone who received "estimated premium payments" still owed the full amount of the estimated premium payment.

Here is an example of how that might work. Consider a Nurse who received "ESTMPRMY" of \$500 in their October 21st paycheck. The Nurse worked overtime during the Affected Pay Period so that, when paid at time-and-a-half, the overtime was worth \$500. The Nurse was then paid the full amount of overtime due (that is, \$500) in their November 4th paycheck. The \$500 ESTMPRMY (or "ESTIMATED PREMIUM PAYMENT") previously paid was not subtracted from the overtime paid for the Affected Pay Period. As a result, the Nurse would still owe \$500, even though the amount of overtime earned during the Affected Pay Period exactly matched the "estimated premium" paid in the October 21st paycheck.

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13. Why did I receive a paycheck on November 4th and another one on November 7th?

The November 4th paycheck covered two pay periods, which is not a typical payroll process. As a result an "autocorrect" in the payroll system was triggered. This resulted in the straight-time ("REGULAR") hours that were estimated in the October 21st paycheck being subtracted from total hours worked across the two pay periods. For only those employees who worked less hours during the Affected Pay Period than they were paid for, this resulted in a deduction in wages. This "autocorrect" was reversed, and all deducted wages were paid back in a special paycheck that was issued to all affected employees on or before November 7th.

REGULAR	7.00	59,7100	417.97	41946.30
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14. Why do some of my paychecks, including the November 4th one, show a different hourly rate than I am contracted to be paid?

For any paycheck in which a deduction was made for straight-time wages ("REGULAR"), the hourly rate printed on the specific paycheck may be lower. The reason for this is the system, instead of allowing a specific line item deduction for the straight-time wages being deducted, combines all hours listed under the REGULAR paycode, which would include hours worked during that pay period and also the number of hours being deducted from that paycheck. It then populates an hourly rate based on the total wages owed and the number of hours worked.

For example, if someone with an hourly rate of \$60 worked 20 hours in the pay period for a total of \$1,200, but there was a \$200 deduction for straight-time wages on the paycheck, the system would take the total wages being paid - \$1,000 - and divide that by how many hours were worked (20). This would result in a \$50 hourly wage ($\$1,200 - \$200 = \$1,000 \div 20 \text{ (hours)} = \50 hourly rate). This did not affect the regular rate of pay used to calculate the employee's overtime rate, if any. In other words, this issue only affected the "hourly rate" printed on the paystub, not the actual calculation of the employee's regular rate of pay.

Deductions and Subsequent Paychecks**15. How were employees notified of the amount of overpayment they owed?**

Employees who had been overpaid in the October 21st paycheck were emailed notifications through EmployeeCentral. Clicking a link in that email opened a document that showed the full amount due.

16. Why did I receive two EmployeeCentral notices, showing different amounts?

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Some employees received two (2) separate notices with two (2) different amounts owed as overpayment. In that case, the first notice contained an error and was incorrect. In the first notice, the \$200 waived by the Employer was inadvertently deducted from the overpayment amount twice, resulting in a \$400 waiver instead of a \$200 waiver (showing incorrectly that the nurse owed \$200 *less* than they actually did). The second notice showed only one \$200 wavier and is the correct overpayment amount owed by employees (and showed an amount \$200 more than the incorrect first notice).

17. How was the \$200 collections waiver processed?

The \$200 collections waiver was handled as a one-time credit of \$200 applied to the first installment payment. Due to tax requirements, this was coded as a *payment* on the paycheck coded as "INCOME FORGIVEN" or "INCFRGVN." (IRS regulations require that any type of repayment waiver be treated as income to the employee.)

In some cases, two separate credit amounts appeared on the November 18th paycheck, one for "REGULAR" pay and one for "ESTPRMPY" (or "ESTIMATED PREMIUM PAYMENT"). Those two amounts add up to \$200.

INCOME FORGIVEN	0.00	200.00	200.00
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18. Why was a deduction taken from my November 18th paycheck that I did not authorize?

A programming error resulted in some employees experiencing unauthorized deductions in their November 18th paycheck. For those who worked less hours during the Affected Pay Period than they were estimated and paid, a deduction was also taken from straight-time wages ("REGULAR") (see FAQ 14 above). This would not show up as a separate line item on the November 18th paycheck.

ESTIMATED PREMIUM PAYMENT	0.00	(294.70)	294.70
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The actual amount deducted from the November 18th paycheck was refunded in a November 21st special payroll run. For instance, if an employee had an initial installment amount of \$500, and received a collections waiver credit of \$200, the amount actually deducted (which was \$300) was returned to the employee.

ESTIMATED PREMIUM PAYMENT	0.00	94.7075	94.70	378.63
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For those who worked less hours during the Affected Pay Period than they were estimated and paid, this \$200 collections waiver credit may have been offset from the straight-time wages ("REGULAR") returned to the employee on November 21st, or a combination of the straight-

EXHIBIT A

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time wages ("REGULAR") and premium payment amount if the straight-time wages ("REGULAR") overpayment was less than \$200.

19. Is there a summary showing how all of these different payments were made across the different paychecks?

Yes, a timeline with examples is provided at the end of this FAQ.

20. Why was a four-installment plan used last year?

Processing four installments allowed the process to be complete by the end of 2022, with the last installment being deducted on December 30, 2022. This was intended to minimize any payroll tax issues for both the Nurse and VMFH.

21. How were repayment installments calculated?

Installments were calculated so that roughly the same net amount would be deducted from each paycheck. Because the \$200 collections waiver was processed in the first installment check (November 18th for most employees who authorized deductions), the stated installment amount for the first check was larger than the subsequent installments. However, the *net* amount deducted was the same (or as nearly the same as possible) across the four installments.

In some cases, installments were recalculated after repayment began. For instance, some employees submitted corrected timecards that changed the total amount due. Payroll typically then modified the remaining installment amounts.

22. What is the BRDBSON amount shown on my November 18, 2022 (or other) paycheck?

This is the amount of the 2021-2022 Broad Based Award that was paid to eligible employees. It is unrelated to the Kronos-related overpayments issue.

Questions for 2023 Repayment Process

23. Does VMFH still expect repayment of the October 2022 overpayments?

Yes. Except for employees who were overpaid \$200 or less, the remaining amount of repayment is still due back to the organization.

24. If I did not repay the full amount due by the end of 2022, what are my options?

It depends on whether you agree with the amount being shown as due. If you agree with the amount, you can either pay the balance due by check or by authorized deductions. If you owe \$3,000 or less, the amount will be deducted in up to four payments. If you owe more than \$3,000, the amount will be deducted in up to six payments.

EXHIBIT A

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If you do not agree with the amount being shown as due, you shall have recourse to a dispute-resolution process, as described further below. The Employer shall not take any action to require repayment of disputed amounts until the completion of this dispute resolution process:

- a. The Employee shall submit a written Notice of Dispute to the Employer and Union within ten (10) business days of receiving a Repayment Request from the Employer. (For any employee absent from work for a period of seven consecutive calendar days or longer, or for any employee on approved LOA, the deadline is extended by one calendar day for each day of such absence during this notification period.) The Notice of Dispute will be provided to the Employee along with the Repayment Request.
- b. The Employer shall inform the Employee within ten (10) business days whether it is granting or denying the Notice of Dispute. If denying a Notice of Dispute in whole or in part, the Employer shall briefly but specifically state the reasons for denial.
- c. Within five (5) days of receiving a denial of a Notice of Dispute, the Employee may request review of the dispute by the Designated Neutral. The Employee will request review of the dispute by submitting the Designated Neutral Request Notice, which will be provided to the employee along with the Employer's decision noted in paragraph b above. The only issue the Employee may request review of by the Neutral is whether the amount assessed as due and payable by the employee is correct, and if not, what the correct amount owed is, if any.
- d. The Designated Neutral will hear individual denial of notices of dispute seriatim, generally in 15 minutes or less. Representatives of the Union and Employer may attend and participate in the proceedings, limited to two (2) each (the aggrieved employee and one (1) individual from Employer's payroll department shall not count as a representative for the Union or for the Employer). The proceedings will not be transcribed or otherwise recorded.
- e. The Designated Neutral will issue determinations within five (5) days of the hearing; such determinations may be summary in nature. The sole question to be decided by the Designated Neutral is whether the amount assessed as due and payable by the employee is correct, and if not, what the correct amount owed is, if any. In deciding the correctness of the amount assessed as owed, the Designated Neutral will apply the principles stated in this FAQ for calculating a balance due. The Designated Neutral shall have no jurisdiction to forgive, cancel, or waive balances due on the basis of personal hardship.
- f. The Designated Neutral's determination shall be final and binding with respect to any current or future dispute between the Employer and the Union, including with respect to any current or future proceeding by the Union filed on behalf of any bargaining unit

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member(s) (including but not limited to grievances, administrative wage-and-hour proceedings, or other litigation). As to any other proceeding, the outcome of the dispute-resolution process will not be conclusive, but neither the Union nor the Employer shall contest the admissibility of evidence of the Designated Neutral's determination as to what amount of overpayment the Employee owes.

25. Where can I review my paychecks from October and November of 2022?

On the EmployeeCentral home page, there is a "Quick Link" tab for "Payroll." From there, you can go to the Employee Self-Service page for viewing paychecks.

26. Can I get an individual summary of what I was overpaid and what I still owe?

Yes. Please call the EmployeeCentral Support Center at (855) 475-4747 weekdays between 8 a.m.-8 p.m. ET | 7 a.m.-7 p.m. CT | 6 a.m.-6 p.m. MT | 5 a.m.-5 p.m. PT and ask for a "White Glove" report. One will then be sent to you. The "White Glove" team is comprised of experienced payroll specialists who have assisted other health care organizations who experienced similar circumstances.

27. What if I have questions not addressed in these FAQs, who do I contact?

If you have questions about your pay that are not covered in the FAQs, please start with EmployeeCentral. If they cannot answer your question, then please contact your local HR team.

SAMPLE
10/21/2022
PAYCHECK

COMMONSPIRIT HEALTH
198 INVERNESS DRIVE WEST
ENGLEWOOD, CO 80112
844-450-9450

EMPLOYEE

[REDACTED]
[REDACTED]
[REDACTED]
MBO: CHI FRANCISCAN HEALTH

CommonSpirit

ADVISE

Pay Period: Oct 02, 2022 - Oct 15, 2022
Pay Date: Oct 21, 2022
Advice #: [REDACTED]

TAX DETAILS

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Description	Hours	Rate	Current Amt	YTD Amt
EARNINGS				
REGULAR	80.00	67.6900	5415.20	88386.33
ESTIMATED PREMIUM PAYMENT	0.00		447.12	447.12
GROUP TERM LIFE	0.00		27.72	577.86
PAID TIME OFF	0.00		0.00	14621.04
EXTENDED ILLNESS BANK	0.00		0.00	5415.20
EDUCATION	0.00		0.00	4078.36
OVERTIME TIME AND A HALF	0.00		0.00	4013.68
BONUS	0.00		0.00	2500.00
HOLIDAY WORKED 1.5 FLSA	0.00		0.00	1922.22
PTO CUT	0.00		0.00	1878.40
EDUCATION OVERTIME	0.00		0.00	1431.09
CERTIFICATION PREM 1	0.00		0.00	1358.00
DAILY OVERTIME	0.00		0.00	1252.30
CERT PREM NOT WEIGHTED	0.00		0.00	324.00
SHIFT BONUS \$	0.00		0.00	200.00
SHIFT 2 DIFFERENTIAL	0.00		0.00	115.52
WEEKEND DIFFERENTIAL	0.00		0.00	115.50
CHARGE PAY	0.00		0.00	44.00
MISSED REST BREAK	0.00		0.00	16.92
PRECEPTOR PAY	0.00		0.00	16.25
LOW CENSUS UNPAID HRS	0.00			
PTO DONATION	0.00			
Total Gross Pay:	80.00		5890.04	128713.79
BEFORE-TAX DEDUCTIONS				
DENTAL			13.02	273.42
FSA HEALTH CARE EE			105.77	2221.17
VISION			3.74	78.54
401K \$			866.43	20272.26
Total Before-Tax Deductions:			988.96	22845.39
TAX DEDUCTIONS				
FED INCOME TX			752.01	18562.48
MEDI TAX			77.15	1822.56
SOC SECURITY TX			329.86	7793.00
WA WORKERS COMP TAX			6.26	112.43
WA FAMILY LEAVE - EE			16.76	394.54
WA MEDICAL LEAVE - EE			7.16	168.59
Total Tax Deductions:			1189.20	28853.60
AFTER-TAX DEDUCTIONS				
ACCIDENT			5.71	119.91
CHARITABLE CONTRIBUTION 1			50.00	1050.00
UNITED WAY			20.00	100.00
UNION DUES			0.00	958.20
CHI CAFETERIA			0.00	11.18
401K LOAN 1			0.00	6746.62
Total After-Tax Deductions:			75.71	8985.91
NET PAY				
Total Net Pay:			3608.45	67451.03
DIRECT DEPOSIT INFORMATION				
ACCOUNT TYPE	ACCOUNT NUMBER		DEPOSIT AMOUNT	
CHECKING	*****6604		3608.45	

Estimated premium payment based on October 7, 2022 paycheck - this ENTIRE amount is an overpayment due to 11/4/23 paycheck paying employees for actual earned premium payments during this pay period.

Estimated regular hours based on FTE status

SAMPLE
11/04/2022
PAYCHECK

COMMONSPIRIT HEALTH
198 INVERNESS DRIVE WEST
ENGLEWOOD, CO 80112
844-450-9450

CommonSpirit

MBO: HIGHLINE MEDICAL CENTER

Pay Period: Oct 16, 2022 - Oct 29, 2022
Pay Date: Nov 04, 2022
Advice #:

Description	Hours	Current Amt	YTD Amt
EARNINGS			
REGULAR	52.00	61,710.00	3208.92
EDUCATION	10.25	61,710.2	632.53
ANNUAL LEAVE	9.75	61,709.7	601.67
DAILY OVERTIME	3.50	95,040.0	332.64
CHARGE PAY	125.25	2,500.1	313.14
MISSED REST BREAK	4.25	61,710.5	262.27
SHIFT 2 DIFFERENTIAL	58.25	2,750.2	160.20
WEEKEND DIFFERENTIAL	28.25	4,000.0	113.00
CERTIFICATION PREM 1	65.75	1,000.0	65.75
ON CALL	12.00	4,250.0	51.00
PRECEPTOR PAY	12.50	1,250.4	15.63
CERT PREM NOT WEIGHTED	14.00	1,000.0	14.00
GROUP TERM LIFE	0.00		7.01
SICK	0.00		0.00
CALL BACK 1.5 FLSA	0.00		0.00
HOLIDAY WORKED 1.5 FLSA	0.00		0.00
DOUBLE TIME EXCL FLSA	0.00		0.00
ANNUAL LEAVE CUT	0.00		0.00
WELLNESS GIFT CERT	0.00		0.00
ESTIMATED PREMIUM PAYMENT	0.00		0.00
SHIFT 5 DIFFERENTIAL	0.00		0.00
SHIFT 2 DIFF NON-PRODUCTIVE	0.00		0.00
OVERTIME TIME AND A HALF	0.00		0.00
SHIFT 2 DIFF ON DOUBLE TIME	0.00		0.00
CHARGE PAY NOT WEIGHTED	0.00		0.00
LOW CENSUS UNPAID HRS	0.00		0.00
Total Gross Pay:	395.75	5777.76	111999.29
BEFORE TAX DEDUCTIONS			
DENTAL		22.49	494.78
FSA HEALTH CARE EE		105.77	2326.94
MEDICAL		148.38	3264.36
VISION		10.34	227.48
SEIU 403B PERCENT		1154.15	21559.65
Total Before-Tax Deductions:		1441.13	27873.21
TAX DEDUCTIONS			
FED INCOME TX		763.54	14020.65
MEDI TAX		79.61	1526.75
SOC SECURITY TX		340.43	6528.19
WA WORKERS COMP TAX		5.14	106.04
WA FAMILY LEAVE - EE		17.79	343.61
WA MEDICAL LEAVE - EE		7.60	146.72
Total Tax Deductions:		1214.11	22671.96
AFTER TAX DEDUCTIONS			
SEIU 403B ROTH		230.53	4029.35
UNION DUES - 5169RN		45.00	945.00
GIFT SHOP 1		45.33	118.04
DedCode LongDasc NF = VC05		0.00	12.83
Total After-Tax Deductions:		321.16	5105.22
NET PAY			
Total Net Pay:		2794.35	55744.68

This represents all regular pay and premium pay worked for both for the 10/16-10/30 AND 10/2-10/15 pay periods.

SAMPLE 11/18/2022
& 11/21/2022
PAYCHECK WITH
PREMIUM PAY
OVERPAYMENT
ONLY

COMMONSPIRIT HEALTH
198 INVERNESS DRIVE WEST
ENGLEWOOD, CO 80112
844-450-9450

EMPLOYER

MBO: CHI FRANCISCAN HEALTH

CommonSpirit

ADVICE

Pay Period: Oct 30, 2022 - Nov 12, 2022

Pay Date: Nov 18, 2022

Advice #: [REDACTED]

TAX DETAILS

Description	Hours	Rate	Current Amt	YTD Amt
EARNINGS				
PAID TIME OFF	36.00	50.7900	1828.44	10661.61
REGULAR	34.75	50.7899	1764.95	68221.35
BROAD BASED BONUS	0.00		400.00	400.00
INCOME FORGIVEN	0.00		200.00	200.00
PTO CUT	1.25	50.7920	63.49	1218.98
CERT PREM 2 NOT WEIGHTED	37.25	1.0000	37.25	318.75
CERTIFICATION PREM 2	34.75	1.0000	34.75	1164.00
PRECEPTOR PAY	12.00	1.2500	15.00	372.83
GROUP TERM LIFE	0.00		4.88	110.65
WEEKEND DIFFERENTIAL	.25	3.0000	.75	612.75
ESTIMATED PREMIUM PAYMENT	0.00		(707.06)	1521.19
CALL BACK 1.5 FLSA	0.00		0.00	14718.92
SHIFT BONUS \$	0.00		0.00	5520.00
SCHEDULED DAY OFF	0.00		0.00	3236.39
PTO SELL	0.00		0.00	3047.40
BONUS	0.00		0.00	2500.00
ON CALL FLAT RATE	0.00		0.00	1500.00
DOUBLE TIME EXCL FLSA	0.00		0.00	1161.28
EDUCATION	0.00		0.00	1041.20
GUARANTEE 1.5	0.00		0.00	965.71
ON CALL	0.00		0.00	843.70
NON-WORKED PAID HOURS	0.00		0.00	838.04
SHIFT 5 DIFFERENTIAL	0.00		0.00	800.00
DISASTER OVERTIME FLSA	0.00		0.00	791.40
OVERTIME TIME AND A HALF	0.00		0.00	546.96
Total Gross Pay:	156.25		3642.45	122313.11
BEFORE TAX DEDUCTIONS				
DENTAL			22.49	517.27
FSA HEALTH CARE EE			96.16	2211.68
MEDICAL			121.67	2798.41
401K \$			248.68	7336.79
Total Before-Tax Deductions:			489.00	12864.15
TAX DEDUCTIONS				
FED INCOME TX			363.31	11524.98
MEDI TAX			59.58	1697.41
SOC SECURITY TX			254.77	7257.91
WA WORKERS COMP TAX			2.72	131.54
WA FAMILY LEAVE - EE			13.39	376.23
WA MEDICAL LEAVE - EE			5.72	161.07
Total Tax Deductions:			699.49	21149.14
AFTER TAX DEDUCTIONS				
IDENTITY THEFT			8.28	190.44
401K ROTH (EMPLOYEE)			207.23	4939.75
DedCode LongDesc NF = VC05			4.81	66.75
TRUSTMARK LONG TERM CARE			118.48	2725.04
UNION DUES			0.00	1054.02
CHI CAFETERIA			0.00	156.21
Total After-Tax Deductions:			338.80	9132.21
NET PAY				
Total Net Pay:			2110.28	80855.47

\$200 of overpayment forgiven, which was provided as a payment

Premium payment overpayment first installment deduction

COMMONSPIRIT HEALTH
198 INVERNESS DRIVE WEST
ENGLEWOOD, CO 80112
844-450-9450

EMPLOYEE

MBO: CHI FRANCISCAN HEALTH

CommonSpirit

ADVISE

Pay Period: Oct 30, 2022 - Nov 12, 2022
Pay Date: Nov 21, 2022
Advice #: [REDACTED]

TAX DETAILS

Description	Hours	Rate	Current Amt	YTD Amt
EARNINGS				
ESTIMATED PREMIUM PAYMENT	0.00	507.0625	507.06	2028.25
CERTIFICATION PREM 2	0.00	72.0000	72.00	1236.00
CALL BACK 1.5 FLSA	0.00	28.9200	2.28	14721.20
CERT PREM 2 NOT WEIGHTED	0.00	2.2500	2.25	321.00
GUARANTEE 1.5	0.00	27.4000	.76	966.47
REGULAR	0.00		0.00	68221.35
PAID TIME OFF	0.00		0.00	10661.61
SHIFT BONUS \$	0.00		0.00	5520.00
SCHEDULED DAY OFF	0.00		0.00	3236.39
PTO SELL	0.00		0.00	3047.40
BONUS	0.00		0.00	2500.00
ON CALL FLAT RATE	0.00		0.00	1500.00
PTO CUT	0.00		0.00	1218.98
DOUBLE TIME EXCL FLSA	0.00		0.00	1161.28
EDUCATION	0.00		0.00	1041.20
ON CALL	0.00		0.00	843.70
NON-WORKED PAID HOURS	0.00		0.00	838.04
SHIFT 5 DIFFERENTIAL	0.00		0.00	800.00
DISASTER OVERTIME FLSA	0.00		0.00	791.40
WEEKEND DIFFERENTIAL	0.00		0.00	612.75
OVERTIME TIME AND A HALF	0.00		0.00	546.96
SHIFT 6 DIFFERENTIAL	0.00		0.00	480.00
DISASTER PAY	0.00		0.00	406.32
BROAD BASED BONUS	0.00		0.00	400.00
PRECEPTOR PAY	0.00		0.00	372.83
Total Gross Pay:			584.35	123473.13
BEFORE TAX DEDUCTIONS				
401K %			4.64	7341.43
DENTAL			0.00	517.27
FSA HEALTH CARE EE			0.00	2211.68
MEDICAL			0.00	2798.41
Total Before-Tax Deductions:			4.64	12868.79
TAX DEDUCTIONS				
FED INCOME TX			0.00	11524.98
MEDI TAX			1.13	1698.54
SOC SECURITY TX			4.79	7262.70
WA WORKERS COMP TAX			0.00	131.54
WA FAMILY LEAVE - EE			.24	376.47
WA MEDICAL LEAVE - EE			.10	161.17
Total Tax Deductions:			6.26	21155.40
AFTER TAX DEDUCTIONS				
401K ROTH (EMPLOYEE)			3.86	4943.61
IDENTITY THEFT			0.00	190.44
UNION DUES			0.00	1054.02
CHI CAFETERIA			0.00	156.21
DedCode LongDesc NF = VC05			0.00	66.75
TRUSTMARK LONG TERM CARE			0.00	2725.04
Total After-Tax Deductions:			3.86	9136.07
NET PAY				
Total Net Pay:			569.59	81425.06

Repayment of first
installment
deduction on
11/18/23 paycheck
minus \$200
forgiveness
payment
(\$707.06 - \$200 =
\$507.06)

SAMPLE 11/04/2022
& 11/21/2022
PAYCHECK WITH
REGULAR PAY &
PREMIUM PAY
OVERPAYMENT

COMMONSPIRIT HEALTH
198 INVERNESS DRIVE WEST
ENGLEWOOD, CO 80112
844-450-9450

CommonSpirit

MBO: HIGHLINE MEDICAL CENTER

Pay Period: Oct 30, 2022 - Nov 12, 2022
Pay Date: Nov 18, 2022
Advice #:

DESCRIPTION	HOURS	RATE	COMP/AMT	YTD AMT
SICK	24.00	59.7100	1433.04	2300.40
REGULAR	20.00	46.9855	939.71	42886.01
BROAD BASED BONUS	0.00		300.00	300.00
INCOME FORGIVEN	0.00		200.00	200.00
EDUCATION	2.00	59.7100	119.42	1522.61
ON CALL	0.50	4.2505	36.13	3231.19
SHIFT 2 DIFFERENTIAL	13.00	2.7500	35.75	1626.68
MISSED REST BREAK	.25	59.7200	14.93	612.07
GROUP TERM LIFE	0.00		4.96	114.08
ESTIMATED PREMIUM PAYMENT	0.00		(471.60)	1415.07
LOW CENSUS UNPAID HRS	2.00			
CALL BACK 1.5 FLSA	0.00		0.00	13753.92
DAILY OVERTIME	0.00		0.00	11377.84
ANNUAL LEAVE	0.00		0.00	2522.75
GUARANTEE 1.5	0.00		0.00	1300.49
DOUBLE TIME EXCL FLSA	0.00		0.00	1313.66
ON CALL PREMIUM 1	0.00		0.00	1200.65
DISASTER PAY	0.00		0.00	1059.86
ON CALL FLAT RATE	0.00		0.00	1000.00
SHIFT 5 DIFFERENTIAL	0.00		0.00	640.00
REST BETWEEN SHIFTS FLSA	0.00		0.00	604.27
WEEKEND DIFFERENTIAL	0.00		0.00	510.00
NON-WORKED PAID HOURS	0.00		0.00	492.61
ANNUAL LEAVE CUT	0.00		0.00	373.19
EDUCATION OVERTIME	0.00		0.00	232.83
Total Gross Pay:	69.75		2612.26	90774.18
DEDUCTIONS				
DENTAL			7.34	160.02
FSA HEALTH CARE EE			105.77	2432.71
MEDICAL			60.93	1401.39
VISION			3.74	86.02
SEIU 403B PERCENT			0.00	27000.00
Total Before-Tax Deductions:			177.78	31000.94
TAX DEDUCTIONS				
FED INCOME TX			433.97	8575.20
MEDI TAX			42.14	1242.30
SOC SECURITY TX			100.10	5311.92
WA WORKERS COMP TAX			1.72	82.54
WA FAMILY LEAVE - EE			9.49	276.37
WA MEDICAL LEAVE - EE			4.05	110.00
Total Tax Deductions:			671.55	15606.41
OTHER DEDUCTIONS				
ACCIDENT			3.30	75.90
CRITICAL ILLNESS			12.29	282.67
IDENTITY THEFT			4.59	105.57
UNION DUES - 5169RN			45.00	909.97
COPE - 5169RN			7.00	161.00
UnadCode LongDose NF = VC05			21.69	454.56
CHI CAFETERIA			0.00	796.40
Total After-Tax Deductions:			93.87	2866.15

\$200 of overpayment forgiven, which was provided as a payment

Premium payment overpayment first installment deduction

COMMONSPIRIT HEALTH
198 INVERNESS DRIVE WEST
ENGLEWOOD, CO 80112
844-450-9450

CommonSpirit

Pay Period: Oct 30, 2022 - Nov 12, 2022
Pay Date: Nov 21, 2022
Advice #: [REDACTED]

MBO: HIGHLINE MEDICAL CENTER

DESCRIPTION	AMOUNT	RATE	QUANTITY	AMOUNT
ESTIMATED PREMIUM PAYMENT				
REGULAR	0.00	471.6075	471.60	1866.75
CALL BACK 1.5 FLSA	0.00	54.4925	54.49	42940.50
DAILY OVERTIME	0.00		0.00	13753.92
ON CALL	0.00		0.00	11377.04
ANNUAL LEAVE	0.00		0.00	3231.19
SICK	0.00		0.00	2522.75
SHIFT 2 DIFFERENTIAL	0.00		0.00	2388.40
EDUCATION	0.00		0.00	1626.68
GUARANTEE 1.5	0.00		0.00	1522.61
DOUBLE TIME EXCL. FLSA	0.00		0.00	1388.49
ON CALL PREMIUM 1	0.00		0.00	1313.66
DISASTER PAY	0.00		0.00	1208.65
ON CALL FLAT RATE	0.00		0.00	1059.06
SHIFT 5 DIFFERENTIAL	0.00		0.00	1000.00
MISSED REST BREAK	0.00		0.00	640.00
REST BETWEEN SHIFTS FLSA	0.00		0.00	612.07
WEEKEND DIFFERENTIAL	0.00		0.00	604.27
NON-WORKED PAID HOURS	0.00		0.00	510.00
ANNUAL LEAVE CUT	0.00		0.00	492.61
BROAD BASED BONUS	0.00		0.00	373.19
EDUCATION OVERTIME	0.00		0.00	300.00
WORK ADVANCE SHIFT	0.00		0.00	232.83
INCOME FORGIVEN	0.00		0.00	205.02
GROUP TERM LIFE	0.00		0.00	200.00
Total Gross Pay:			826.17	91505.37
DEDUCTIONS				
DENTAL			0.00	168.82
FSA HEALTH CARE EE			0.00	2432.71
MEDICAL			0.00	1401.39
VISION			0.00	86.02
SEIU 403D PERCENT			0.00	27000.00
Total Before-Tax Deductions:			0.00	31088.94
TAXES				
FED INCOME TX			0.00	8575.28
MEDI TAX			.79	1243.09
SOC SECURITY TX			3.38	5315.30
WA WORKERS COMP TAX			0.00	82.54
WA FAMILY LEAVE - EE			.17	276.54
WA MEDICAL LEAVE - EE			.07	110.07
Total Tax Deductions:			4.41	15610.82
OTHER DEDUCTIONS				
ACCIDENT			0.00	75.90
CRITICAL ILLNESS			0.00	202.67
IDENTITY THEFT			0.00	105.57
UNION DUES - 5169RN			0.00	989.97
COPE - 5169RN			0.00	161.00
CHI CAFETERIA			0.00	796.48
DedCode LongDesc HF = VC05			0.00	454.56
Total After-Tax Deductions:			0.00	2866.15

This employee was also overpaid regular pay, which was also deducted on 11/18/23 payment. This is repayment of that deduction minus the \$200.

Repayment of first installment deduction

Exhibit B

Template Notice of Dispute

The Union and the Hospital have agreed that employees can dispute the amount requested for repayment due to the October 2022 Kronos shutdown.

Requests should identify specific reasons why the amount requested is incorrect. Such reasons will typically involve timekeeping or mathematical errors. (For instance, this could be a claim that the employee earned more wages during the October 2nd – 15th pay period than is reflected on their paystubs, or a claim that the employee has already repaid at least a portion of the balance requested.)

General objections to repaying wages, or claims that repayment should be offset to settle unrelated disputes with the Hospital, will not be granted.

Name: _____

Employee ID: _____

Repayment Amount Requested by Employer: \$_____

How much of the repayment amount do you dispute? (For example, if you have been asked to repay \$300, but believe you only owe \$250, the amount in dispute would be \$50.) \$_____

Please state the basis for your dispute, being as specific as possible:

I certify that the above statements are true and correct.

Signature

Date

Exhibit C

Template Dispute Resolution Request Notice

The Union and the Hospital have agreed that employees have the opportunity to request a review of the amount requested for repayment due to the October 2022 Kronos shutdown by a third-party Neutral.

In order to initiate the review by a third-party Neutral, within five (5) days of you receiving a denial of a Notice of Dispute from the Hospital, you must print, complete, and sign this form and sent it as an attachment to NeutralReviewVMFH@CommonSpirit.org with a copy to overpayment@wsna.org. A third-party Neutral will then review the disputed amount of overpayment. The Neutral may review only whether the amount requested for repayment due is correct, and if not, what the correct amount owed is, if any.

General objections to repaying wages, or claims that repayment should be offset to settle unrelated disputes with the Hospital, will not be granted.

Name: _____

Employee ID: _____

Repayment Amount Requested by Employer: \$_____

How much of the repayment amount do you dispute? (For example, if you have been asked to repay \$300, but believe you only owe \$250, the amount in dispute would be \$50.) \$_____

Please state the basis for your dispute, being as specific as possible:

I certify that the above statements are true and correct.

Signature

Date

EXHIBIT D

Form of Release

In exchange for the consideration provided by CommonSpirit, which includes a limited dispute resolution process, the Union and its successors and assigns forever release and discharge CommonSpirit and any of its related entities or affiliates and all of their respective investors, partners, officers, directors, trustees, agents, insurers, employees, employees' spouses (including successors and assigns) ("Released Parties") from any and all claims, actions, causes of action, rights, or damages (including claims for wages, bonuses, sick leave, benefits, or non-economic damages), including penalties, costs, interest, and attorneys' fees ("Claims") which Union may have, known, unknown, or later discovered which arose prior to the date Union signs this Agreement, and which relate to the Fourth Quarter 2022 Kronos Shutdown.

For the purpose of implementing a full and complete release and discharge of CommonSpirit, Union acknowledges that this Agreement is intended to include in its effect, without limitation, all claims that Union did not know or suspect to exist in its favor or on behalf of its members at the time of execution hereof that relate to or arise from the Fourth Quarter 2022 Kronos Shutdown, regardless of whether the knowledge of such claims would materially have affected this Agreement, and that the consideration received from CommonSpirit is also for the release of those claims.