

2020-2023

AGREEMENT By and Between
Olympic Medical Center (*Professional/Technical*)
and



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2017-2020 Professional/Technical Employees Contract

This Agreement is made and entered into by and between Olympic Medical Center, District Number 2 of Clallam County, Washington, hereinafter referred to as the "Medical Center" and UFCW Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union".

PREAMBLE

The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work, and conditions of employment for employees of the Medical Center who are represented by the Union as set forth in Article 1 below.

ARTICLE 1 - RECOGNITION

1.1 Scope of Unit. The Medical Center recognizes the Union as the exclusive bargaining representative for all regular full-time and part-time employees and probationary employees designated by the classifications set forth in the attached wage schedules (see Appendix "A"), as certified by the State of Washington, Public Employment Relations Commission in case Number E-76-76; excluding supervisors, temporary employees, on-call employees and all other employees.

1.2 Accretion. To the extent the Medical Center acquires or establishes an ambulatory care facility, outpatient facility, satellite facility or other ancillary facility that would constitute an accretion to the existing bargaining unit, the parties agree to negotiate the compensation, terms and the conditions of employment that will apply to the employees employed at such facility in professional/technical job classifications.

ARTICLE 2 - DEFINITIONS

2.1 Probationary Employees. An employee shall be considered a probationary employee during the first 520 regular paid hours from most recent date of hire as a regular employee during which benefits are accrued but may not be utilized pursuant to this Agreement. During probation, an employee may be disciplined or discharged without cause. When mutually agreed upon, the probationary period may be extended up to an additional 520 hours. Prior to a written evaluation at 1040 hours, the employee will receive verbal counseling.

2.2 Regular Employees. A regular employee is an employee who has completed the probationary period.

2.3 Regular Full-Time Employees. Regular full-time employees are those employees regularly scheduled to work forty (40) hours within a seven (7) day period, or eighty (80) hours within a fourteen (14) day period. Such employees shall receive all fringe benefits as set forth in this Agreement.

2.4 Regular Part-Time Employees. Regular part-time employees are those employees regularly scheduled to work less than forty (40) hours within a seven (7) day period, or less than eighty (80) hours within a fourteen (14) day period. Vacation and holidays under this Agreement will be provided on a pro

rata basis according to the number of regular paid hours as defined in Article 2.8. Other benefits are pro-rated as provided for in this Agreement.

2.5 Temporary Employees. A temporary employee is one hired on an interim basis, not to exceed ninety (90) days, unless replacing an employee on leave, to perform special tasks, or take the place of a regularly scheduled employee. Temporary employees are not covered by this Agreement, nor are they included in the bargaining unit.

2.6 Per Diem Employees. A per diem employee is one who only works intermittently in a casual status pursuant to Medical Center request. Per diem employees are not covered by this Agreement or included in the bargaining unit. Per diem employees must be available for assignment a minimum of four (4) days and one (1) weekend per calendar month, and one (1) summer holiday (Memorial Day, July 4th, Labor Day). Per diem time shall not be considered for any purpose related to seniority, accruals, benefits, probation and the like under this Agreement.

Per Diem employees will be paid a fifteen percent (15%) premium above the base rate of pay in lieu of all benefits.

2.7 Student Coordinator. The student coordinator responsibility may be assigned by the Medical Center to an employee who is proficient in teaching and communication skills. The responsibility will include the planning, organizing, and evaluation of a student who has been placed in a defined student program, the parameters of which have been defined and set forth in writing by the Medical Center.

The student coordinator may be assigned by the Medical Center to a student whether a clinical instructor is present or not. Nothing in this provision obligates the Medical Center to accept or enter into student programs or student placements.

It is understood that employees in the ordinary course of their responsibilities will be expected to participate in the general orientation and training process for other employees, and students, including unit specific check lists, and addressing department processes, and procedures to new employees. The general orientation process shall also include the providing of information assistance, support and guidance to employees including competency assessments, Epic orientation, and ongoing assistance, support with other computer based programs, training on equipment, reviewing and instruction regarding processes, protocols and procedures. An employee who is not designated as having the student coordinator assignment must participate in the foregoing in the ordinary course of their responsibilities and shall not be entitled to a student coordinator premium (see Article 9.7).

2.8 Month and Year. A month is defined as 173.3 regular paid hours. A year is defined as 2,080 regular paid hours.

2.9 Regular Paid Hours. Those hours for which an employee receives straight-time compensation, including straight-time hours worked and such other paid hours that compensate for scheduled straight-time hours missed, such as vacation, jury duty, funeral leave, and low census (hospital convenience). This excludes overtime hours, call-back hours, stand-by hours, and all other hours. Call-in hours will be included in regular paid hours when they overlap with previously scheduled hours.

2.10 Regular Rate of Pay. The regular rate of pay as used in this Agreement is an hourly rate and is determined by dividing the employee's total remuneration for services during hours of employment in the

work period by the total number of hours actually worked in that work period for which hourly compensation was paid. (Above remuneration does not include pay for gifts and Medical Center contribution to health insurance, retirement plan and required Medical Center payroll taxes and excludes pay for time not worked.)

2.11 Normal Rate of Pay. The normal rate of pay as used in this Agreement is the employee's hourly rate plus, as applicable, shift differential as provided for in Article 9.2.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. The Union recognizes that the Medical Center has the obligation of serving the public with the highest quality of medical care efficiently and economically, and of meeting medical emergencies. The Union further recognizes the right of the Medical Center to operate and manage the Medical Center including, but not limited to, the right to require standards of performance and the maintenance of order and efficiency; to direct employees and determine job assignments; to schedule work; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine the staffing requirements; to utilize personnel, methods, and means in the most appropriate and efficient manner possible; to establish and change shifts, workdays, hours of work, work locations and assign work duties; the right to contract for the services of temporary personnel; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to classify and transfer employees; to promote employees and lay off employees for lack of work or other legitimate reasons; to recall employees; to reprimand, suspend, discharge, demote or otherwise discipline employees for just cause; to promulgate work rules, regulations and personnel policies. These management functions are vested exclusively in the Medical Center. The above statement of management functions shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in conflict with the terms and/or conditions of this Agreement or the Medical Center's obligation to bargain, upon request, with the Union over wages, hours and working conditions, or is to be construed in any way to interfere with the ability of the Medical Center to manage and control the Medical Center.

ARTICLE 4 - UNION MEMBERSHIP & DUES DEDUCTIONS

4.1 Union Shop. It shall be a condition of employment that all employees of the Medical Center covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date. Good standing herein is defined as the tendering of Union dues or a fair share representation fee on a timely basis.

4.2 Union Shop Enforcement. Employees who fail to comply with this membership requirement shall be discharged by the Medical Center within thirty (30) days after receipt of written notice to the Medical Center from the Union, unless the employee fulfills the membership obligations set forth in this Agreement. The Union hereby agrees to indemnify and hold the Medical Center harmless from all claims, demands,

suits, or other forms of liability that may arise against the Medical Center for or on account of any action taken by the Medical Center to terminate an employee's employment pursuant to this Article.

4.3 Dues Deduction. During the term of this Agreement, the Employer shall deduct all Union dues and fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union within five (5) business days of a pay day in which the authorization is effective by check payable to its order. Included with the check the Employer shall provide the Union with a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include the employee's name, employee identification number and the dollar amount deducted by pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction.

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 for or on account of any deductions made from the wage of such employee.

4.4 Status Reports. Each month the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the following information available to the Employer at the time the report is produced: employees' first name, middle initial and last name, employee social security number, address (including city, state and zip), contact phone number, date of birth, date of hire, seniority date, department, job classification, bargaining unit, shift, FTE, status as active or terminated (and date of termination), rate of pay, and hours worked.

The Union recognizes and agrees that employee social security numbers and addresses are private and will be used for representational purposes only. The Union will take reasonable steps to safeguard this information and to insure against improper disclosure.

4.5 Voluntary Political Action Fund Deduction. Based on its system requirements and capability, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the Union. Upon issuance and transmission of a check to the Union, the Medical Center's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Medical Center harmless from all claims, demands, suits, and other liability that may arise against the Medical Center for or on account of any deductions made from the wages of such employee.

The Union agrees that neither employees nor its representatives will solicit for political action fund deductions in patient care areas. The Union will reimburse the Medical Center for its reasonable cost of administering the political action deduction, based upon the requirements of the Federal Election Campaign Act (FECA) and the Medical Center's reasonable administrative costs.

ARTICLE 5 - RIGHT OF ACCESS, UNION BUSINESS

5.1 Union Access. Duly authorized representatives of the Union shall be permitted to enter upon the Medical Center's premises at reasonable times for the purpose of transacting Union business and contract compliance; provided, however, that the Union representative first notifies the Administrator or designee of their presence, advises the Administrator or designee as to which department or areas the Union representative wishes to visit, and confines the visit to such departments or areas as agreed upon. It is understood and agreed that transaction of any business shall be conducted in an appropriate location subject to general rules applicable to non-employees, and that no interference with the work of the employees or the proper operation of the Medical Center shall result.

5.2 Union Steward. The Union shall have the right to select Stewards from each department from among employees in the bargaining unit. The Union shall notify the Medical Center, in writing, of the names of these Stewards. A Steward may investigate circumstances or grievances under this Agreement within the Medical Center during released time without pay, and may contact other employees briefly during their on duty hours pursuant to such investigation. Prior to commencing such investigation, a Steward must obtain permission to leave duties from the Steward's department head, and state the basic purpose and expected duration. It is clearly understood that such activity shall not take precedence over job requirements, as determined by the department head.

5.3 Management Meetings. A Steward may attend investigatory or grievance meetings without loss of pay if the meeting is held during the Steward's regular work shift. It is understood that only one Steward will attend grievance or investigatory meetings in a paid status. This Article 5.3 does not apply to labor negotiations.

5.4 Right of Access. The Union may be permitted to use designated facilities for meetings of the local unit, with or without the union staff's presence, provided sufficient advance request for use of such facilities is made to the Administrator or designee, appropriate space is available, and there are no schedule conflicts.

5.5 Bulletin Boards. The Medical Center shall provide designated bulletin board space for official Union announcements.

ARTICLE 6 - EMPLOYMENT PRACTICES

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

6.2 Job Posting. Excluding emergency situations, notice of positions to be filled shall be posted for ten (10) days on a previously designated bulletin board, in advance of filling the position, in order to afford present employees the first opportunity to apply. New positions shall be identified as such when posted.

6.3 Notice of Termination. Regular employees are entitled to two (2) weeks notice of termination, or pay in lieu thereof, plus any accrued vacation, except the Medical Center shall not be required to comply with the provisions of this Section in cases of discharge for just cause.

6.4 Employee Notice of Resignation. Regular employees are required to give two (2) weeks written notice of resignation. Failure to give such notice shall result in loss of accrued vacation pay and shall not be deemed a resignation in good standing.

6.5 Discipline or Discharge for Just Cause. Regular employees shall not be disciplined or discharged without just cause. Forms of discipline are verbal warning, written warning, suspension without pay, demotion and discharge. Employees shall be required to sign any disciplinary action to acknowledge receipt of the notice. The employee may request a union representative during any investigatory meeting that may lead to discipline. The employee will be told prior to the meeting that it is an investigatory interview. Regular employees discipline or discharged shall be entitled to utilize the grievance procedure.

6.6 Transfers within the Medical Center. Employees desiring to transfer to available positions in other departments and facilities within the Medical Center must have been in their present, current position at least six (6) months before the transfer may be granted.

6.7 Radiation Awareness. The parties agree that the Diagnostic Imaging Department presents special safety concerns to the Medical Center and employees. Therefore, radiation exposure precautions shall be a continuing agenda item at the Medical Center's Safety Committee meetings.

6.8 Personnel File. One day (24 hours) after request to Human Resources, current employees shall have access to their personnel files; ex-employees shall have access to their personnel files for two (2) years after termination. Applicant verification, background and reference documentation shall be maintained separate from the personnel files and shall not be used for purposes of post-probation promotion or evaluation. Employees shall be given notice and a copy of any notices, disciplinary or otherwise, placed in to the employee's personnel file. Employees shall have the right to review and comment on any items in their personnel file with which they disagree or believe contains inaccuracies. The employee's written comments shall be included in the employee's personnel file.

6.9 Work Rotation. The Medical Center shall exercise its best efforts to attempt to avoid scheduling variable shifts for employees. The Medical Center agrees to meet with employees regarding concerns about work rotation or variable shifts upon request. Employees shall be responsible for working weekend, holiday and shift assignments scheduled by department heads or supervisors. The Medical Center shall endeavor to distribute such work assignments equitably, with due regard to volunteers.

If there are no volunteers for variable shifts in the department, OMC may consider factors such as equity and fairness, operational feasibility, department rotation and inverse seniority in making assignments, provided that staff are qualified, have received appropriate training and have demonstrated competencies as determined by the department director and provided that no overtime will be incurred.

Individual departments may choose to maintain an annual list to keep record of non-volunteer employees who are assigned variable shifts.

This Article does not preclude a regular weekend assignment to a particular full or part-time employee.

6.10 Non-discrimination. The Medical Center and the Union agree to comply with all federal, state and local laws and regulations pertaining to discrimination because of race, color, religion, sex, national origin, age,

marital status, sexual orientation or the presence of mental or physical disabilities, subject to occupational requirements and ability to perform within those requirements. No employee shall be discriminated against, harassed or discharged for lawful union activity or membership or lack of membership in the union.

6.11 Unemployment Insurance/Workers' Compensation Insurance. The Medical Center agrees to participate in the State program, or one approved by the State, for unemployment insurance and workers' compensation.

6.12 Mileage Reimbursement.

A. Sequim/Port Angeles Travel. When an employee who regularly works at one facility reports to work a full shift at the other facility, mileage and travel time shall be regarded as a commute which is not compensable. When an employee who has reported to work at one facility is directed to work at another facility that day, such employee shall be paid mileage and for time spent in travel to the other facility.

B. Business Travel. If an employee is required by the Medical Center to use the employee's own automobile to travel in order to conduct Medical Center business (including educational meetings under Section 15.11), the employee shall be paid mileage consistent with the IRS established reimbursement rate. The Medical Center shall implement any future IRS mileage reimbursement rate thirty (30) days following the IRS established effective date of the rate adjustment. Only travel authorized by the department head and approved by the Administrator, will be paid.

6.13 Schedule Posting. The final work schedules will be posted at least ten (10) days prior to the timeframe to which the schedule applies. Departments will establish a procedure and deadlines within which to post unassigned shift availability by classification and to sign up for shifts. At least seventeen (17) days prior to the time frame, to which the schedule applies, each Department will post the hours available in the schedule, by classification. Regular part-time employees must sign up for available hours within three (3) days. The available hours will be filled using the following procedure:

- a. Part-time employees sign up for extra shift;
- b. Per diem hours scheduled;
- c. Requests part-time and per diem work extra hours; and
- d. Assign hours by inverse seniority.

The available hours will be scheduled for those employees with seniority to determine conflicting requests. Except where the department specifies otherwise, employees may only request hours within their own classification. Except for emergencies and ability to meet operational needs generated by FMLA or other mandates, once posted, schedules will only be changed by mutual agreement.

A department head and the employees within the department may agree in writing to adopt a scheduling procedure that better serves the needs of the departments which must be approved by the Assistant Administrator/Human Resources and the Union. The Surgery Departments shall continue the departments' past scheduling practices of posting draft schedule by the 10th of the preceding pay period. Employees may flex hours of work and schedules may be altered by mutual agreement.

6.13.1 Increased FTE. In the event a part-time employee is scheduled by the department in his/her classification at least a 0.2 FTE (eight ((8)) hours per week) above his/her assigned FTE, in a current four (4) month period, excluding:

- a) Vacation or leave without pay;
- b) Medical leave (i.e., time loss injuries, maternity leaves, etc.); and

- c) Coverage for other authorized leaves of absence for twelve (12) weeks or less, the employee may request his/her FTE to be increased to the hours and schedule actually worked. The request will be granted, unless it is probable that the reasons for the extra work are concluding.

6.13.2 Call Schedules. - Call shifts, if required in the department, must be rotated equitably among all staff in a job classification and scheduled on the posted schedule (per Article 6.13). Equitable rotation of call is defined as a good faith approximation of an equal number of call shifts for each employee in the classification in the department. Once scheduled, employees may trade call shifts with prior approval from the department manager.

6.14 Promotion to a Higher Paying Job Classification/Transfers into the Bargaining Unit. An employee who moves to a higher paying classification will be placed at that step on the new scale that provides at least a three percent (3%) increase in the employee's base rate of pay. The employee's effective date of promotion will be used as the date for future step increments.

Promotion from Radiology Technologist to Multi-Procedure Radiology Technologist requires a second registry in addition to the ARRT in such area as bone density, CT, quality management special procedures and mammography. Promotion to the Multi-Procedure classification requires an available opening. Promotion from Ultrasonographer I to Ultrasonographer II requires at least one registry in addition to those required for ARDMS held by Ultrasonographer I. Promotion to Ultrasonographer III (vascular specialty) from Ultrasonographer II requires ARDMS registry as a vascular technologist. Respiratory Therapist III shall be added to the wage scale, and promotion from Respiratory Therapist II to III shall require one (1) of the following certifications as verified by the Medical Center:

- A. Neonatal Pediatric Specialist;
- B. Certified/Registered Pulmonary Function Technologist;
- C. Adult Critical Specialist; or
- D. Certified Asthma Educator.

Accrued paid time benefits of employees who transfer into the bargaining unit from another operational division of Olympic Medical Center employment, are cashed out upon transfer. An employee transferring from another operation division will be credited with prior years of regular service with Olympic Medical Center for purposes of placement on the vacation accrual schedule under Article 11.1. Earned seniority within the department determines placement in the vacation schedule. Placement on the salary schedule is to be determined by the Medical Center, with due regard for related experience and skills. If the Medical Center determines that the employee's new position requires skills and responsibilities comparable to her/his previous position, the employee shall be paid at the nearest step to the employee's rate of pay in the former position, red-circled to avoid loss of pay if necessary. The Union shall be notified of instances involving transfer of employees into the bargaining unit.

ARTICLE 7 - SENIORITY

7.1 Seniority Defined. Seniority means a regular employee's length of service based on regular paid hours within a department of the Medical Center (excluding per diem employment) from the most recent date of hire in a regular position in the bargaining unit. Seniority shall not apply to an employee until the employee has completed the required 520 regularly paid hours probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the most recent date of hire.

7.2 Seniority Application. Seniority shall be the determining factor in layoffs and recall from layoff, transfers, and changes in shift hours and promotions where such factors as skill, competence and ability are substantially equal. The Medical Center shall determine skill, competence and ability of its employees, and such determinations shall be reasonably and fairly made. Seniority shall apply to vacation scheduling in accordance with Article 11.2.

7.3 Seniority Termination. Seniority shall terminate and all rights to employment under this Agreement shall cease upon the occurrence of any of the following:

- a. Resignation;
- b. Retirement;
- c. Discharge for just cause;
- d. Absence from work for three (3) consecutive work days without calling in, except when an emergency situation prevents the employee from calling;
- e. Failure to return to work at the expiration of a leave of absence;
- f. After twelve (12) consecutive months of layoff; or
- g. Failure to give timely notice of intent to return to work on the date specific for recall under Article 7.4.

When seniority has been terminated, the employee shall be considered a new employee if re-employed.

7.4 Layoff Procedure. Employees and the Union shall be given fourteen (14) days' notice of impending layoff. The Medical Center shall meet with the Union at the request of the Union during the 14-day period. Subject to Article 7.2, the order of layoff shall be employees who volunteer for layoff within a classification identified for layoff, per diem employees, probationary employees and regular employees (by seniority) as defined in this Agreement.

7.4.1 Recall Rights and Procedure. Employees on recall will be offered available relief hours in their job classification, such as coverage for vacation, leaves of absences and unscheduled absences, prior to scheduling a per diem employee. Employees who work such hours will be compensated like per diem employees. Acceptance of per diem work while on layoff will not affect an employee's recall rights.

Upon layoff, the names of laid off employees shall be placed on a recall roster for a period of twelve (12) months from the date of layoff. Vacancies will be filled from the recall roster in reverse order of seniority, subject to the requirements of Article 7.2. Employees are required to keep the Medical Center informed of the employee's current address and contact number. Failure to maintain a current address and contact number will result in forfeiture of recall rights.

Employees subject to recall shall be responsible for notifying the Medical Center of their interest in filling a vacancy for which they are qualified.

Subject to the above qualifications, the most senior qualified employee notifying the Medical Center of their interest in a vacancy within the posting period under Article 6.2 will be offered the vacant position prior to any employees being newly hired and after any appropriate internal transfers of qualified regular employees in the job classification unless the employee on recall has more seniority than the current regular employee provided however, in the event an employee has notified the Medical Center in writing that the employee will accept recall to any vacancy in the employee's former job classification, the Medical Center will notify the employee they are recalled to the opening using the employee's contact number.. An employee who is recalled to a vacancy is obligated to return to work within ten (10) calendar days of the date of recall unless mutually agreed otherwise.

7.5 Seniority List. Each department shall have a seniority list posted and made available for employees to review on December 15th and upon request via email to Human Resources.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Normal Work Week/Work Day. The normal work week shall consist of forty (40) hours worked within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period. The normal work day shall consist of eight and one-half (8 1/2), ten and one-half (10 1/2) or twelve and one-half (12 1/2) consecutive hours, including an unpaid thirty (30) minute meal period, or any other schedule mutually agreeable to the Employer and employee.

The shift includes an unpaid thirty (30) minute meal period or unpaid sixty (60) minute meal period if agreed upon by the employee and supervisor in writing, or any other schedule mutually agreeable to the Medical Center and employee. Employees may temporarily flex their hours of work by mutual agreement with the supervisor. The work day for purposes of the calculation of overtime under Article 8.4 is the twenty-four (24) hour period that commences at the beginning of the employee's regularly scheduled shift and shall end twenty-four (24) hours after it begins. Examples include: 7:00 AM to 7:00 AM (days); 10:30 AM to 10:30 AM (days); 3:00 PM to 3:00 PM (evenings); 11:00 PM to 11:00 PM (nights).

8.2 Innovative Schedules. An innovative schedule is defined as a work schedule that requires a change, modification, or waiver of any provisions of this Employment Agreement. Innovative work schedules that are implemented for an individual, entire shift, department, or on a Medical Center-wide basis, shall be mutually agreeable to the Medical Center and the employees involved. The Union shall be given notice and an opportunity to bargain about the work schedule.

8.3 Sixteen (16) Hour Weekend Shift. Employees assigned to work a sixteen (16) hour shift on either Saturday or Sunday will be paid double-time for all hours worked in excess of sixteen (16) hours in a work day

or time and a half (1.5) for hours worked in excess of forty (40) in the workweek. Sixteen (16) hour shifts will be treated as two separate eight hour shifts for purposes of determining shift differential. The provision of Article 8.9 (Rest Between Shifts) is waived for employees working a sixteen (16) hour weekend shift.

8.4 Overtime System. All time actually worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee is assigned to work eighty (80) hours during a two (2) week period; in which case all time actually worked in excess of eight (8) hours during any one (1) day and/or in excess of eighty (80) hours during the two (2) week period, shall be considered overtime. All overtime must be properly authorized by the Medical Center, in advance if possible.

8.5 Overtime Compensation. Overtime hours shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay. All time worked in excess of twelve (12) hours, broken or unbroken within the work day, shall be paid at double (2x) the employee's regular rate of pay.

A. Calculation and Adjustment. Overtime shall be computed to the nearest one-quarter (1/4) hour. The Medical Center relies on time clock records, and may adjust time clock reports when no reason justifies an employee in attendance at the Medical Center. Such action shall be based on an interview with the Employee and a documented finding that time was not worked. Employees shall clock out punctually.

8.6 Time/Pyramid Restrictions. Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime pay and or premium compensation paid at the rate of time and one-half (1.5) or greater. If an employee qualifies for two or more overtime and/or premium compensations for the same hours worked, the employee shall receive the highest overtime and/or premium compensation for which the employee is entitled. The "no pyramiding" provision set forth herein will not be applied in the event an employee incurs overtime in the same workweek as a holiday worked, whether the overtime is worked on the designated holiday or another shift. Under these circumstances, there will be no offset of pay at one-and-one-half (1 ½) for time worked on a designated holiday under Article 10.3 against any legally mandated (under the Fair Labor Standards Act) overtime that may have been incurred in the same work week as the holiday worked. This exception applies only to compensation for a holiday worked and no other potential occurrence of legally mandated overtime and contractual premium pay in the same workweek.

8.7 Meal and Rest Periods. Employees shall receive an unpaid meal period of one-half (1/2) hour during each full shift, and a paid rest period of fifteen (15) minutes for each four (4) hour period of work. Employees required to work during those meal periods shall be compensated for such work at the appropriate rate. Meal and rest periods shall be administered as provided by state law (RCW 296-126-092).

8.8 Weekends. The Medical Center will make every effort to schedule all regular employees off for every other weekend (Saturday or Sunday). All regular employees shall be scheduled off at least one (1) weekend out of each three (3) week period. In the event that a regular employee is scheduled to work three (3) successive weekends, any time worked on the first shift of the third (3rd) weekend shall be paid for at the rate of one and one-half (1 - 1/2) times the employee's regular rate of pay. All time worked on the second scheduled shift of the third (3rd) successive week shall be paid at double the employee's rate of pay. This Article 8.8 shall not apply when an employee agrees to work weekends at their time of hire or thereafter. Standby hours shall not be used to qualify for premium pay under this Section. Weekends shall be defined as the shift or shifts where a majority of hours fall on Saturday or Sunday. Employees working four (4) or

more successive weekends shall continue to receive premium pay as defined for the third (3rd) successive weekend.

8.9 Rest Between Shifts. Each employee shall be scheduled to have an unbroken rest period of at least twelve (12) hours between regularly scheduled shifts, unless otherwise mutually agreed by the Medical Center and the employee; without such written mutual agreement, all hours worked in the next shift following an employee receiving less than twelve (12) hours of rest between shifts will be paid premium pay at time and one half their regular rate of pay.

8.10 Consecutive Work Days. Consecutive work days in excess of six (6) will be discouraged. Employees required to work on the seventh consecutive day or more shall be paid premium pay at time and one-half their regular rate of pay until they have a shift off from work, unless mutually agreed by the Medical Center. Employees in the Pharmacy who are scheduled ten (10) hour shifts for seven (7) days consecutively are exempted from this provision.

8.11 Report Pay. Employees who report for work as scheduled and who leave due to low census as authorized by a manager shall receive at least four (4) hours' work (or pay for at least four ((4)) hours) at the regular rate unless mutually agreed otherwise by the Medical Center and the employee.

8.12 Diagnostic Imaging Work in Different Modalities. Employees assigned by the Employer to work in more than one (1) modality on a shift shall be paid at the higher modality's rate of pay for all hours worked in that shift so long as the employee works a minimum of two (2) hours in the higher paying modality. Employees who are assigned to cross cover or help out in other modalities during the course of their work shift will be paid at the higher modality's rate of pay for any time worked in those modalities.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 Wage Schedule. Wage rates are set forth in Appendix B, C and D. The Medical Center has discretion to hire a new employee at any step of the appropriate wage scale based on the Medical Center's evaluation of knowledge, skill, ability and experience, with due regard to the qualifications of current employees and considerations of internal pay equity.

9.2 Effective the first full pay period following ratification of the contract in 2020, all job classifications will receive an across the board increase of three percent (3%).

Effective the first full pay period following March 31, 2021, all job classifications will receive an across the board increase of two and one half percent (2.5%).

Effective the first full pay period following March 31, 2022, all job classifications will receive an across the board increase of two percent (2%).

9.3 Effective on a prospective basis as relates to employees hired on or after the date of ratification, the following will apply:

If a current employee with skills, knowledge and abilities comparable to those of a newly hired employee in the same job classification has the same years of continuous recent experience but is paid at a lower step than the new hire; the wage step of the incumbent employee will be appropriately adjusted on a

prospective basis effective at the beginning of a pay period. Any audit and subsequent adjustment to the employee's rate of pay will be completed within thirty (30) calendar days of the date of hire of the new employee that triggered the review.

"Continuous recent experience" means direct patient care experience in the particular technical or professional field for that job classification without a break in service that would reduce the level of clinical or technical skills or competencies required for the job classification. Part-time and per diem work will be pro-rated.

9.4 Shift Differential. Employees working evening duty (3:00 PM to 11:30 PM) shall receive two dollars and fifty cents (\$2.50) per hour over the employee's regular hourly rate. Employees working night duty (11:00 PM to 7:30 AM) shall receive three dollars and seventy five cents (\$3.75) per hour over the employee's regular hourly rate. The shift differential shall be paid if an equal or majority of hours worked fall within the standard shift times, in which case the appropriate shift differential will be paid for the entire shift.

9.5 Standby. Standby is scheduled time away from the Medical Center and is compensated at the rate of three dollars and fifty cents (\$3.50) per hour. Standby hours are not "hours worked" for purposes of calculating overtime or premium pay. Paging devices shall be provided to employees on call who are "waiting to be engaged."

9.6 Call-Back/Call-In.

A. Call-Back. Call-back occurs when an employee is summoned to work from standby status. When an employee is called back to work, the employee shall receive the overtime rate for a minimum of four (4) hours. An employee called back to work is required to clock in upon arrival consistent with hospital policy. Callback pay shall be paid in addition to any standby pay under Article 9.3. Exceptions to paying a four (4) hour minimum when called back:

1. In the event of multiple callbacks, the minimum shall not be required for any callbacks that begin within four (4) hours of the beginning of the first callback. The employee shall be paid for hours actually worked beyond the four (4) hour period at one-and-a-half (1-1/2x) times the appropriate rate.
2. An employee who is assigned standby following their regular work shift who is held over will be paid at the overtime rate for the actual time worked beyond the end of the work shift. The four (4) hour minimum will be paid if the employee is held over more than an hour and a half.
3. An employee called back within four (4) hours of the start of their regular work shift will be paid the four (4) hour minimum at time-and-a-half the appropriate rate for any hours overlapping into the employee's regular work shift and then the employee's regular straight-time hourly rate for the remainder of the employee's shift.

B. Call-In. Call-in occurs when an employee who has not been placed on standby is summoned to work with less than twelve (12) hours' notice. If the employee is called in prior to the scheduled start of their shift, the employee will be paid at one-and-a-half (1-1/2) times the employee's normal

rate of pay for the first four (4) hours worked and at straight time for the remainder of the scheduled shift. If the call-in occurs on the employee's scheduled day off, all hours worked will be paid at one-and-a half times (1-1/2) times the employee's normal rate of pay.

C. Pharmacy Telephone Consults. When a Pharmacist is called at home by the House Supervisor or his/her designee, then the Pharmacist will be paid thirty dollars (\$30.00) for the telephone consultation. In the event the Pharmacist is placed on standby in order to assure his/her availability, the Pharmacist will receive standby premium pursuant to Article 9.3 for all hours of standby. The Pharmacist will be paid a minimum of one (1) hour at one-and-a-half (1-1/2) times the Pharmacist's normal rate of pay in lieu of the thirty dollar (\$30.00) fee if a telephone call during standby exceeds fifteen (15) minutes. Standby premium will be paid in addition to the compensation for any telephone consultations.

In the event a Neurophysiology or Polysomnographic Technologist placed on standby receives a call from a Neurophysiology or Polysomnographic Technologist, she/he will be paid twenty-five (\$25.00) dollars for each telephone consultation that lasts at least fifteen (15) minutes or less. If the call exceeds fifteen (15) minutes, the Tech will be paid at one-and-one-half times the employee's normal hourly rate of pay (rounded up or down to the nearest fifteen ((15)) minute increment) in lieu of the twenty-five dollar (\$25.00) telephone consultation fee.

D. Employees who have worked on call within eight (8) hours of the start of his or her scheduled shift may be considered for an excused absence (that is not counted as an occurrence under the Medical Center's attendance policy) when the employee notifies the Medical Center not later than two (2) hours in advance of the employee's scheduled shift; the manager has made a good faith determination that sufficient coverage to meet patient care exists; and the manager has made a good faith determination that there has been no abuse or misuse of this provision by the requesting employee. Vacation/holiday time shall be used to cover excused absences under this paragraph.

9.7 Temporary Assignment to Supervisor. An employee temporarily assigned to perform the full duties and responsibilities of a supervisory position (as determined by the department head) for three (3) days or longer, shall be compensated at the rate of ten percent (10%) per hour over the employee's regular rate of pay for all hours spent in the higher position from the time the assignment began.

9.8 Lead. Lead is an assignment of additional responsibilities. An employee assigned by the employer as Lead shall receive one dollar and fifty cents (\$1.50) over the regular rate of pay for all hours assigned Lead responsibilities. Such additional responsibilities may include monitoring and reviewing work assignments of other employees checking work for accuracy, assisting in making and/or adjusting daily work assignments of other employees, assisting with developing work schedules, giving advice and work instructions to other employees, providing input on employee performance, assisting in the development and maintenance of department policies and procedures, and participating in quality assurance activities.

9.9 Student Coordinator Premium. An employee assigned student coordinator duties by the Medical Center will be paid an additional one dollar (\$1.00) per hour while performing such duties.

A. An employee assigned by the Medical Center, at its discretion, to perform the specific responsibilities of student coordinator for more than one student will be paid one dollar and fifty cents (\$1.50) per hour during the period of the specific multiple-student assignment.

9.10 Weekend Premium. Employees shall receive two dollars and seventy-five cents (\$2.75) per hour weekend premium in addition to their regular rate of pay for all hours worked on a weekend. The weekend is defined as 2300 (11:00 PM), Friday through 2300 (11:00 PM) Sunday. The weekend premium shall be considered part of the employee's regular rate of pay only when the employee works overtime. The weekend premium shall only be paid for direct patient care and for mandatory scheduled work assignments occurring on the weekend (excluding any educational leave assignments).

9.11 Premium for Hazardous Drug Mixing. A Pharmacy Technician who is assigned by the employer to regularly mix hazardous drugs as defined by the employer (which does not include incidental coverage such as breaks) shall receive eighty cents (\$0.80) over the regular rate of pay for all hours assigned hazardous drug mixing responsibilities. This premium shall not be pyramided with other premiums.

9.12 Certificate Premium. An employee who obtains one or more specialty certifications by a national organization relevant to his/her current responsibilities will be paid a premium of eighty cents (\$0.80) per hour, provided that the particular certification has been approved by the applicable department head or Hospital designee as to that employee and the employee keeps the certification current and in good standing. This premium shall not be paid when the certification is required for the employee's position or when an employee is in an upper level of the classification and the certification contributed to the promotion to the upper level of the classification. Only one certification premium rate can be credited per employee.

ARTICLE 10 - HOLIDAYS

10.1 Recognized Holidays. For regular employees, the following holidays shall be recognized under this Agreement:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Three (3) Floating Holidays: Requests for floating holidays should be made fifteen (15) days prior to the month on which the day is requested to be taken, and will be scheduled by mutual consent.

10.1.1 Probationary Employees. Although a probationary employee receives holiday pay, if the employee terminates during the probationary period, any holiday pay received shall be deducted from the employee's final paycheck.

10.2 Pay for Holiday Worked. Any regular employee required to work on a designated holiday (excluding the three (3) floating holidays) shall be paid one and one-half times (1 1/2x) the employee's regular rate of pay for the hours worked. Overtime worked on a holiday shall be paid two times (2x) the employee's regular rate of pay.

10.3 Holiday Pay for Full and Part-time Employees.

A. Holiday Pay for Full-time Employees. A regular full-time employee will receive eight (8) hours holiday pay in the pay period in which the holiday falls. If a holiday falls during the employee's vacation, the day will not be charged as vacation.

B. Holiday Pay for Part-time Employees. Part-time employees shall receive time with pay for the holiday at his or her request.

Part-time employees may accrue holiday pay up to an accumulated sixteen (16) hours, plus an additional eight (8) hours, for a total of up to twenty-four (24) accrued hours maximum. Once the unused, accrued holiday pay totals a maximum of twenty-four (24) hours, eight (8) hours will be cashed out in the next pay period.

Part-time employees may also receive accrued holiday pay up to eight (8) hour increments for low census time pursuant to Article 16.1.

10.4 Holiday Work Rotation. The Medical Center shall rotate holiday work among employees.

10.5 Holiday Pay Eligibility. To be eligible for holiday pay, an employee must have worked on the last regularly scheduled shift before the holiday and the first regularly scheduled day after the holiday unless the employee is on Paid Sick Leave (PSL), scheduled vacation or other pre-authorized paid absence.

ARTICLE 11 – VACATIONS & PAID SICK LEAVE (PSL)

11.1 Vacation Rates. After completing 1,040 regular paid hours, regular employees shall be eligible to receive paid vacation benefits accrued according to the following schedule:

Years of Service	Hours /Days Accrued	
1 year	After 2,080 regular paid hours	112 (14 working days)
2-3 years	After 4,160 regular paid hours	128 (16 working days)
4-5 years	After 8,320 regular paid hours	152 (19 working days)
6-7 years	After 12,480 regular paid hours	160 (20 working days)
8-9 years	After 16,640 regular paid hours	168 (21 working days)
10 or more years	After 20,800 regular paid hours	208 (26 working days)

Vacation shall begin accruing from the first day of employment as a regular employee. During the first six (6) months (1,040 hours) of employment, an employee is not eligible to receive vacation compensation or schedule vacation time off.

11.2 Vacation Scheduling. Vacation shall begin accruing the first day of employment as a regular employee. During the probationary period, an employee is not eligible to receive compensation from the account. All vacation must be scheduled in advance and be approved by supervisor. The Medical Center shall have the right to schedule vacation in such a way as will least interfere with patient care and work load requirements of the Medical Center, provided that the limit on the number of employees is reasonable and based on objective patient care considerations. Vacation scheduling may be done on a department by department basis.

A. Bidding Period. The bidding period shall be defined as January 1 through the last day of February. Surgery and Physical Therapy Departments shall maintain their current bidding period of January 1st through March 31st with notification by their supervisor by April 15th. During the

bidding period, vacation requests for the period of time from April 1st of the current year, until March 31st of the following year will be considered.

B. Prime Time. For vacation scheduling purposes, prime time shall be defined as the period between June 15 and September 15.

C. Bidding. The following rules will apply to vacation bidding: Employees shall identify their proposed vacation times on a vacation bid calendar by February 15 (March 15 for Surgery and Physical Therapy) of the bidding period.

During the bidding period, an employee may bid for up to the employee's annual vacation accrual, provided, however, that during prime time as defined under Article 11.2 B. employees will be limited to requests totaling twenty (20) work days, not to exceed one hundred sixty (160) hours, pro-rated by FTE for part-time employees, if such request conflicts with granting another employee time off. Once the bidding period is over, the employee may submit requests for actual time accrued in excess of their yearly vacation accrual.

During the bidding period, employees are limited to three (3) requests of less than three (3) consecutive work days during prime time if such requests conflict with granting another employee a block of time off. A request for three (3) or more consecutively scheduled days off is considered a block of time. This limitation shall not apply to employees with FTEs of 0.4 or below for whom a full week may consist of two (2) or fewer days.

In addition to the above limitation, employees who have requested and had been granted four (4) consecutive work weeks of vacation during prime time in the previous year are limited to two (2) consecutive work weeks during prime time the following year unless granting a request in excess of two (2) consecutive work weeks does not conflict with granting another employee a block of time off.

Employees will have from February 16 (March 16 for Surgery and Physical Therapy) through the end of the bid period to work out conflicts among themselves.

At the end of the last day of the bidding period, after staff has attempted to resolve known conflicts, the vacation calendar will be submitted to the supervisor, along with the appropriate individual vacation request forms. Employees who give such notice will be notified of their vacation dates by the supervisor on the fifteenth (15th) day after the conclusion of the bidding period. The Lab supervisor(s) may have one (1) additional week if necessary.

In the event of conflicting requests by employees for vacation time, length of service by department shall prevail, provided requests are submitted in accordance with the above bidding period time frames.

Vacation dates that are denied at this time will stand as denied, and may be resubmitted for possible approval based on the resubmission date.

Conflicts involving vacation requests submitted after the close of the bidding period shall be resolved based on the submitted date and employees submitting these requests will be notified as soon as possible, but no later than forty-five (45) calendar days after such requests are submitted.

Seniority shall not affect previously approved vacations. Vacation requests for time during holidays shall be assigned on a rotational basis. Vacation time during holidays is defined as any number of days that would have been scheduled for that employee before or after a defined holiday, whether or not the actual holiday is worked. Employees must have accrued vacation hours available at the time of the vacation request to take previously scheduled, approved vacation; provided that the mandatory use of vacation days for illness purposes under Article 11.6 shall not result in a previously scheduled, approved vacation being cancelled. However, in this event, the employee would be required to use available personal leave days under Article 15.12.

11.3 Vacation Pay. Vacation pay shall be the amount which the employee would have earned had the employee worked during that period, at the employee's regular rate of pay.

11.4 Vacation/Termination Pay. After completion of 1,040 hours of employment, employees shall be paid upon termination of employment for any vacation credits earned but not used, unless the employee fails to provide the Medical Center with the required fourteen (14) days prior written notice of intended resignation as required by Article 6.3.1 of this Agreement.

11.5 Annual Vacation Use Vacation Pay Back. Except for unusual circumstances approved by the Medical Center in writing, an employee can accumulate up to double the employee's annual vacation accrual. If the employee is unable to use such leave, then the employee may sell the vacation accruals pursuant to Medical Center Policy.

11.6 Accrual During Paid Time Off. Employees shall be credited accrued hours for holidays and vacations during periods of vacation.

11.7 Paid Sick Leave (PSL). Effective the first full pay period following September 1, 2020, PSL shall be provided in accordance with the PSL plan, which shall be incorporated by reference into this Agreement. There shall be no changes to the PSL plan except by mutual agreement. This agreement does not apply to administrative plan changes.

11.7.1 Paid Sick Leave (PSL) Carry Over. At the end of the calendar year, employees shall carry over up to eighty (80) hours of accrued, but unused paid sick leave to the following year and any unused paid sick leave beyond eighty (80) hours will be forfeited at the end of each calendar year.

11.8 Required Use of Paid Leave Benefits. Employees are required to use all accrued paid leave benefits before requesting unpaid time off, with the exception of PSL benefits. Employees are not required to use accrued PSL benefits; however, the protections of the WA Paid Sick Leave Law only apply when PSL benefits are used.

11.9 Employees who receive a premium in lieu of benefits. Employees who receive a premium in lieu of benefits shall receive paid sick leave in accordance with the Per Diem Paid Sick Leave policy and will continue to receive a premium in lieu of all other benefits.

ARTICLE 12 - PENSIONS

12.1 Pension Contribution. The Medical Center's contribution to the plan for all qualified participants will be five percent (5%) of the employee's base hourly rate with an additional match up to two percent (2%) for employees who contribute up to two percent (2%) of gross income into either the 457 or 403 (b) Deferred Compensation Plan. See retirement plans for further details.

Note: The waiting period for employees hired on or after July 2, 2010 will be revised in the 401-A Pension Plan to provide for enrollment beginning January 1 or July 1, whichever occurs first following twelve (12) consecutive months of 1,000 hours worked versus the prior waiting period of two (2) consecutive years of a minimum of 1,000 hours worked each year.

ARTICLE 13 - INSURANCE

13.1 Group Medical, Dental and Vision Plan. Full-time and part-time employees assigned a 0.5 FTE or greater are eligible to participate in the Employer's standard Group Medical, Dental and Vision Plans (the plans the first of the month following completion of sixty (60) days of continuous employment at no premium cost to the employee, along with basic life insurance, Accidental Death and Dismemberment (AD & D) and basic long-term disability (LTD), Optional Life, AD & D and LTD insurance are available at the employee's cost. Other medical and dental plan options may be available at the same or an additional cost to the employee. See Medical, Vision, Dental Plan for further details.

The Medical Center will pay the following premium cost for eligible dependent child/children and spousal coverage of regular employees subject to the employee making the required premium contribution:

0.8 FTE or Greater	0.5 to 0.79 FTE
Spouse 50%	Spouse 40%
Children 85%	Children 75%

13.2 Life Insurance. The Employer's life insurance policy with accidental death and dismemberment will be provided to all regular employees assigned a .5 FTE or greater at no cost to the employee. See Life Insurance Plan for further details.

13.3 Modification of Health Insurance. The Employer shall meet and confer with the Union prior to implementing a change to another medical insurance plan carrier.

13.4 Surcharge. The Employer may in the future assign a twenty-five dollar (\$25.00) per month surcharge to the premiums due from members who use tobacco products and a surcharge of not less than fifty dollar (\$50.00) per month to the premiums due from members who cover a spouse or domestic partner where the spouse or domestic partner has chosen not to enroll in other employer-based group health insurance. Applicable surcharges shall be paid by any affected employee.

ARTICLE 14 – GRANDFATHERED SHORT-TERM DISABILITY (GSTD)

14.1 Short-Term Disability One-time Determination of Eligibility (Conversion). In recognition of Washington State's Paid Family & Medical Leave (PFML) with benefits becoming effective April 1, 2020,

OMC's self-insured Short-Term Disability plan shall be retired and converted on the first full pay period following September 1, 2020, per the conversion schedule in the GSTD plan. GSTD benefits shall be provided in accordance with the GSTD plan, which shall be incorporated by reference into this Agreement. There shall be no changes to the GSTD Plan except by mutual agreement. This Agreement does not apply to administrative plan changes.

ARTICLE 15 - LEAVE OF ABSENCE

15.1 Leave Requests. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request and stating the conditions of the leave of absence, including conditions upon which the employee will return, shall be given by the Employer within thirty (30) days. A leave of absence shall commence on the first day of absence from work

15.2 Family and Medical Leave Act (FMLA) of 1993. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1,250 hours during the previous twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave to:

- a. Care for the employee's child after birth or placement for adoption or foster care;
- b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- c. For a serious health condition that makes the employee unable to perform the employee's job.

The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of a leave of twelve (12) weeks or less. The employee may elect to use any accrued paid time for which the employee is eligible during the leave of absence. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave.

FMLA leave shall be interpreted consistently with the rights, requirements, limitations, and conditions set forth in the federal law and shall not be more broadly construed.

Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. Generally, the employee must give at least thirty (30) days' advance notice to the employer of the request for leave when the leave is foreseeable.

15.3 Maternity Leave. An employee who qualifies for Family Medical Leave and takes leave due to a pregnancy or childbirth related disability is entitled to up to twelve (12) additional weeks of leave to care for a newborn in addition to leave taken for the period of actual disability. Upon completion of the leave, the employee shall be entitled to return to her former or equivalent position.

15.4 Pregnancy or Childbirth Disability Leave for Employees Not Qualified Under FMLA. In accordance with State law, an employee not qualified for FMLA who is disabled due to pregnancy or childbirth may request and shall be granted a leave of absence for the period of actual physical disability without loss of

benefits accrued prior to the date such leave commences. If the employee's absence from work for pregnancy/childbirth does not exceed the period of actual physical disability, the employee will return to her former or equivalent position.

Medical insurance will be continued while the employee is on such leave for any period of time for which the employee otherwise qualifies for and is receiving the Employer's paid leave benefits including the grandfathered short term disability plan under article 14. The Employer may require a statement from a licensed medical practitioner verifying the physical disability and upon return, attesting to the employee's capability to perform the work required of the position.

15.5 Health Leave and Return to Work. A leave of absence for health reasons under Article 15.2 may be granted for a period of up to twenty-six (26) weeks without loss of benefits accrued prior to the date such leave begins provided, however, in the case of a health leave as a result of an on-the-job injury, a leave of absence may be granted for a period of up to fifty-two (52) weeks. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to their former or equivalent position. Thereafter, for the duration of the twenty-six (26) week leave (or fifty-two ((52)) weeks in the case of a leave for an on-the-job injury), upon requesting return to work, the employee shall be offered the first available opening for which the employee may be qualified by seniority. Prior to returning to work, the Employer may require a statement from a licensed medical practitioner attesting to the employee's capability to perform the work required for the position.

15.6 Coordination of Leaves. If a particular period of leave qualifies under FMLA or state law, or this Agreement, the leave shall run concurrently.

15.7 Civic Duty. Regular employees who are called to serve on jury duty or required to be a witness in court proceeding involving Olympic Medical Center shall be compensated by the Employer for the difference between their jury duty/witness pay and their pay lost for regular scheduled hours, provided, however, that if an employee is released early from jury duty, he/she shall return to work if work is available. Jury pay shall be at the regular rate and such hours shall not count for purposes of overtime.

Employees on evening or night shift may ask for paid time off equivalent to their jury/witness time or work their regularly scheduled hours, as determined by the supervisor.

15.8 Bereavement Leave. After ninety (90) days of employment as a regular full-time employee, up to twenty-four (24) hours of paid leave in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours may be granted for a maximum of forty (40) hours when extensive travel (in excess of 400 miles one way) is required to attend a funeral or other service. Time requested for bereavement leave must be taken within ten (10) calendar days of the death of a family member or the funeral of a family member. "Immediate family" shall be defined as a grandparent, parent, spouse, domestic partner, brother, sister, child, grandchild, or the in-law equivalent of parent, brother, or sister or the step equivalent of parent, brother, sister or child. Documentation may be required by the Employer. The employee is responsible for contacting their supervisor/manager as soon as the need for leave is known in order to obtain approval. Bereavement leave shall be pro-rated for part-time employees.

15.9 Benefits Accrual. Seniority, vacation, holidays, and credit toward longevity steps, do not accrue while an employee is on unpaid leave, or leave reimbursed under the Grandfathered Short Term Disability plan.

15.10 Education Leave (Long Term). After one (1) year of continuous employment, permission may be granted to a regular employee for a leave of absence without pay for job-related study. Upon return from education leave, the employee shall have the opportunity to apply for available positions for which he/she is qualified.

15.11 Education Leave (Short Term). Up to four (4) days (not to exceed eight (8) hours in any twenty-four (24) hour period) per year of leave with pay shall be granted to employees for attending education meetings, if approved by the Employer, such as workshops, seminars, and educational programs, provided that the number of employees wishing to attend does not adversely affect patient care/Medical Center operations. The term "education meetings" is defined as those conducted to develop the skills and qualifications of employees for the purpose of enhancing and upgrading the quality of patient care, and shall not include any meeting conducted for any purpose relating to labor relations or collective bargaining activities. Paid educational leave may be extended to five (5) days a year under special circumstances, which will be individually considered and determined by the Medical Center.

15.12 Personal Leave. Upon written request to the department head, a regular full-time or part-time employee shall be granted up to forty (40) hours days off per year without pay, provided sufficient advance notice has been given and providing such leave does not adversely affect patient care/Medical Center operations. Personal leave shall be pro-rated for regular part-time employees.

15.13 Union Leave. Upon written request to department head and human resources, one month prior to leave start date, an employee may be granted up to six (6) months of unpaid leave to conduct union activity at the discretion of the employer. The employee will be eligible for COBRA continuation of health insurance while on unpaid leave.

15.14 Washington Paid Family and Medical Leave. Employees may be eligible to receive Paid Family and Medical Leave ("PFML") benefits from the Washington Employment Security Department ("ESD"). PFML provides between 12 to 18 weeks of partial wage replacement if the employee is unable to work due to his or her own serious health condition, the need to care for a qualified family member due to a serious health condition, to bond with a new child, or for certain military-related leaves.

PFML is funded by premiums from employees and employers. To determine eligibility and receive benefits, an employee must file a claim with the ESD.

Notification: If the need for leave is foreseeable, employees must notify OMC in writing a minimum of 30 days in advance of the anticipated leave. If PFML leave is not foreseeable, employees must notify OMC in writing as soon as is practicable. Employees may also be required to submit additional documentation to OMC to determine whether the leave is covered by any other law or policy.

Supplemental Benefits: OMC permits employees to use accrued but unused paid time off benefits designated as "supplemental benefits" during any leave under this policy in accordance with OMC's applicable policies. Employees should contact Human Resources with any questions regarding supplemental benefits.

FMLA/Other Laws: This leave will run concurrently with any other leave the employee may be entitled to under the law, including the Family and Medical Leave Act. Issues of benefit eligibility and job restoration rights will be governed by applicable laws. Please contact Human Resources for additional information.

ARTICLE 16 - LOW CENSUS

16.1 Low Census. When it becomes necessary for the Medical Center to make a reduction of hours worked due to low census or economic reasons, the following order of reduction in hours will be followed within a department:

- a. Contract or temporary employees;
- b. Volunteers;
- c. Per diem employees;
- d. Rotation among all employees within the affected department, starting with the least senior employees, provided skill, competency and ability are considered equal;
- e. Eligible floating holiday and accrued vacation days may be taken on low census call-off days. Requests must be in writing;
- f. If a senior employee (three years (3) and 6,240 worked hours or more continuous service within the Medical Center) is called off more than 48 hours in a calendar year, the "call-off" procedure for the balance of that calendar year will be determined by the seniority of the employees scheduled to work on the shift impacted by the low census call-off, provided skill, competency and ability are considered equal. Within twenty-four (24) hours of completing the roster seven (7) times, the Medical Center will notify the Union. The parties shall meet within five (5) calendar days to determine the necessity of implementing the layoff procedure.
- g. If, in a call-off situation, it is mutually agreed that the employee be placed on standby status, the employee will receive a minimum of eight (8) hours standby pay, plus their normal rate of pay for all hours worked, plus accrual of benefits as provided for by this Agreement. In the event an employee has agreed to be placed on standby for their shift, the employee will report to work if called in for that shift.

16.2 Effect of Convenience Hours Due to Low Census on Benefits. When low census/low workload is determined to exist, a department manager may direct employees to go home without pay, and without loss of benefit accruals (seniority credit, vacation, retirement, part-time holiday). Employees mandated off work may elect to use vacation or holiday accruals. Low census time is taken off at the convenience of the Medical Center, and is not a benefit to be taken for the convenience of an employee.

ARTICLE 17 - PERSONNEL POLICIES

17.1 Personnel Policies. All employees of this bargaining unit, in addition to being governed by this Agreement, shall be subject to the Personnel Policies published by the Medical Center having general applicability to all employees of the Medical Center and any subsequent Personnel Policies, rules and regulations that may be promulgated in the future so long as they do not conflict with a specific provision of this Agreement and are subject to the Medical Center's obligation, upon request, to bargain in good faith with the Union over wages, hours and working conditions.

ARTICLE 18 - NO STRIKE/NO LOCKOUT

18.1 No Strike/No Lockout. The parties to this Agreement realize that the Medical Center and other health care institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the agreement of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement:

- a. The Medical Center shall not lock out its employees; and
- b. Neither the employees nor their agents or other representatives shall, directly or indirectly, authorize, assist, encourage, or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with operations of the Medical Center, including any refusal to cross any other labor organization's picket line or any dispute related to any other third party. In the event of a strike by employees in another bargaining unit, employees covered under this Agreement shall not be required to perform other than their usual duties.

ARTICLE 19 - GRIEVANCE PROCEDURE AND ARBITRATION

19.1 Grievance Requirements. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted according to the following grievance procedure. Time limits set forth in the following steps may only be extended by written mutual consent of the parties hereto.

If a grievance is not processed in a timely fashion by a grievant, it shall be null and void and not capable of further processing. Such failure by the Medical Center shall permit it to be referred to the next step in accordance with this Article.

19.2 Step I – Immediate Supervisor. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible at the first level of supervision, as swiftly as possible. If any employee has a grievance, the employee (or the Steward, and/or the Union representative) shall present it in writing and first attempt to resolve the problem immediately with the employee's immediate supervisor. This must be done no later than twenty-one (21) calendar days from the date the employee was aware or should have been aware of the facts that constitute the grievance. The immediate supervisor shall be given twenty-one (21) calendar days to resolve the problem.

19.3 Step II -Department Head or Next Level of Management. If the matter is not resolved to the employee's satisfaction at Step I, the employee, the Steward and/or the Union representative shall present the grievance in writing to the Department Head or next level of management within twenty-one (21) calendar days of the supervisor's decision. The grievance shall state the facts and events, the specific provisions of this Agreement allegedly violated, and the remedy requested. The Department Head or next level of management shall reply in writing within twenty-one (21) calendar days following receipt of the grievance. If denied, the Department Head or next level of management shall state the reasons for the denial.

19.4 Step III - Medical Center Administrator or Next Level of Management. If the matter is not resolved to the employee's satisfaction at Step II, the employee and the Union representative and/or the Steward, shall present the grievance to the Medical Center Administrator (or designee) or next level of management within

twenty-one (21) calendar days of the date of the Step II decision. The Union shall state the basis of disagreement with the Step II decision unless the Union's position is clearly stated in the original grievance. The Medical Center Administrator (or designee) or next level of management and the employee and the Union representative and/or the Steward shall meet within twenty-one (21) calendar days for the purpose of resolving the grievance. The Medical Center Administrator (or designee) or next level of management shall reply within twenty-one (21) calendar days following this meeting, if denied, and state the reasons for denial if different than the Step II denial.

19.5 Step IV- Arbitration

- A. Arbitration Referral. If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within ten (10) calendar days following receipt of the Step III response.
- B. Arbitrator Selection. If the Medical Center and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators from Oregon and Washington shall be requested by the Union from the Federal Mediation and Conciliation Service or such other neutral panel as the parties may agree upon. The parties shall thereupon alternate in striking a name from the FMCS panel until one (1) name remains. The person whose name remains shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The parties reserve the right to reject a panel in its entirety.
- C. Arbitrator Authority. The arbitrator's decision shall be final and binding, subject to the limits of authority stated herein. The arbitrator shall have no authority or power to add to, subtract from, disregard or otherwise change or modify any of the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.
- D. Arbitrator Limits. The arbitrator shall base a decision solely on the contractual obligations expressed in the Agreement and recognized just cause concepts. The arbitrator is bound by the Agreement's language and may not substitute the arbitrator's own judgment for that of the Medical Center's.
- E. Procedural Disputes. Any dispute as to a procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any decision by the arbitrator, whether on the merits or on procedural grounds, shall be binding.
- F. The Arbitrator's decision shall be final and binding on each party.
- G. Fees and Expenses. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to an arbitration hearing. All other expenses shall be borne by the party incurring such, and neither party shall be responsible for the expenses of witnesses called by the other party. Attorney fees incurred by either side shall be paid by the client retaining the attorney.
- H. Informal Resolution and Timelines. The parties may meet and discuss any grievance referred to arbitration, and explore alternative resolutions. The parties may use a mediator or negotiation

spokesperson to assist in this collaborative effort. Timelines may be extended by mutual written agreement.

ARTICLE 20 - GENERAL PROVISIONS

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

20.2 Past Practices. Any and all agreements, written and verbal, previously entered into by the parties hereto are all things mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Medical Center. However, it is agreed that prior to changing a past practice of direct and significant economic value, the Medical Center shall notify the employees and Union in advance of the change and give it an opportunity to bargain.

Note: During the course of 2011 negotiations, the parties agreed that Article 20.2 is not intended to apply to Employer changes in past practice that constitute a smaller dollar amount, such as a change in the employee Seasons Cafe employee discount or a decrease in the amount of health promotion offered to employees.

20.3 Bargaining Waivers. The parties acknowledge that during the negotiations which 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 parties hereto, 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 specifically referred to or covered in this Agreement or discussed during negotiations. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties, in writing, at any time during its term. Further, the parties recognize that the Medical Center has the right to modify its personnel policies and procedures from time to time as it deems necessary.

20.4 Labor/Management Committee. It is agreed that under this Agreement there shall be a Labor-Management Committee (LMC) to generally discuss labor-management related matters, including improved communications between the Medical Center and Employees. The committee shall be advisory only. Regular agenda items will include education programs, safety, productivity, etc. The committee shall meet a least quarterly at the request of either party and shall consist of three (3) representatives from the Medical Center and up to five (5) representatives from the Union. While the Medical Center will control the schedule and length of those meetings, the LMC meetings shall be compensable time (at the regular rate of pay) for the employee representatives in attendance.

20.4.1 Labor Management Committee topics may also include the forty (40) hour vs eight/eighty (8/80) pay rules for overtime and recommendations may be made during the LMC within the next year following ratification, or at any LMC thereafter by request. Recommendations shall be considered by management with due regard to the department’s operational needs, scheduling, staffing and financial stewardship, in addition to employee preference and department-specific issues.

20.5 Health and Safety Committee. The Medical Center shall establish a health and safety committee composed of elected employee representatives and management representatives. The committee shall develop a policy regarding the general safety of employees, particularly visiting staff employees.

ARTICLE 21 - TERM OF AGREEMENT

21.1 Duration. This Agreement shall become effective at the beginning of the first payroll period which commences after ratification by the Union and by the Medical Center Board of Commissioners. This Agreement shall continue in effect through and including March 31, 2023. Should either party desire to propose changes to the Agreement upon the expiration date, notice shall be given by January 1, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed June 2020.

OLYMPIC MEDICAL CENTER

UFCW LOCAL 21

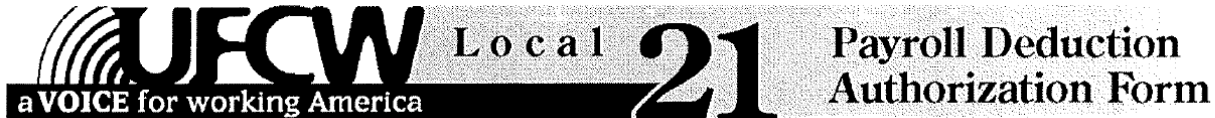
Darryl Wolfe, Interim CEO Date

Todd Crosby, President Date

Board of Commissioners Date

Denise Baeza, Negotiator Date

Appendix A – Payroll Deduction Authorization Form



Name (Print): _____ SSN #: _____

Mailing Address (Print): _____
City State ZIP

Phone #: _____ Email Address: _____

Employer: Olympic Medical Center Date of Hire: _____

Department: _____ Wage Rate: _____

Job Classification: _____ Hours/Week: _____

▪ **ASSIGNMENT OF WAGES TO PAY UNION DUES:**

I assign to UFCW Local 21, out of my wages, the Union's uniform monthly dues and/or service fees in an amount certified by the Union in writing, and I authorize the payment to the Union each month of the amount so deducted.

I agree to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, this assignment agreement. There shall be no obligation on the part of the Employer to make any deduction beyond the original term of the collective bargaining agreement existing at the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union dues deductions as provided in the agreement existing at the date of this assignment.

Signature: _____ Date: _____

▪ **ASSIGNMENT OF WAGES TO PAY INITIATION FEE:**

I assign to UFCW Local 21 out of my wages, the union's initiation fee to be deducted from my wages in increments of \$25 per pay period until paid in full.

Signature: _____ Date: _____

▪ **VOLUNTARY POLITICAL CONTRIBUTIONS AUTHORIZATION:**

I authorize my employer to withhold \$4 \$5 \$6 \$7 \$8 \$9 \$10 \$11 \$12 per month to make
(circle one)

political contributions to the UFCW International Union/Local 21 Active Ballot Club.

I understand that political contribution authorization is voluntarily made and the amounts listed above are only guidelines, and that the making of payments to the UFCW Active Ballot Club is not a condition of membership in the Union or employment with the Employer and that I have a right to refuse to sign this portion of the payroll authorization form and not to contribute to the UFCW Int'l Union/UFCW Local 21 Active Ballot Club or to contribute more or less than the amounts listed without reprisal.

I understand that my contribution will be used for political purposes, including the support of candidates for federal, state and local offices. I understand that revoking this authorization may be done in writing at the beginning of any pay period, with a minimum notice to the employer of no less than two (2) weeks prior to the beginning of the pay period, and that the dollar amount of the deduction may only be changed one time per year.

Signature: _____ Date: _____

Appendix B (Wages)

Appendix C (Wages)

Appendix D (Wages)

Addendum One

TO OLYMPIC MEDICAL CENTER/UFCW LOCAL 21 COLLECTIVE BARGAINING AGREEMENT (PRO/TECH UNIT) REGARDING PHYSICAL THERAPY

- Eligibility for Promotion-Incumbents with Certification.

Note: The goal is to enable as many interested therapists as possible to achieve and maintain standing as a Specialist.

Any current Physical Therapist, Occupational Therapist, or Speech Therapist with a current certification in one of the recognized specialty areas (see attached list) is eligible to be promoted. Promotion to Specialist standing will be effective the second full pay period on or after the date this Addendum is approved, subject to the employee's written request accompanied by the appropriate documentation of qualifying certification.

New hires with a recognized certification are eligible to be hired as a Specialist.

- Eligibility for Promotion in the Future-Incumbents and New Hires without Certification. Based on employee (including new hires) expressed interest and in consultation with the Department Director or Manager around organizational need, employees who subsequently obtain certification in one of the recognized areas will be eligible for Specialist standing.

- Promotional Pay. Modify Article 6.15 as follows: A Therapist, if eligible for promotion to Specialist, will be placed at the same step in the new pay scale as the employee's current step. The effective date of promotion shall serve as the date for future step increments.

- Maintaining Standing as a Specialist/Pay. The Specialist will be evaluated annually on or before the anniversary date of his/her promotion. Maintaining eligibility for Specialist standing requires satisfying criteria in four areas as further described below.

1. Patient Satisfaction/Service Excellence;
2. Clinical Quality;
3. Productivity; and
4. Continuing Education.

Each area is worth a total of 25 points. A total of 80 points (in any combination) is required to maintain standing as a Specialist. Therapists who fail to maintain their standing will be re-classified as a Physical Therapist, Occupational Therapist, or Speech Therapist and placed on the corresponding step of the wage schedule, but will maintain their eligibility date for future step increments.

Employees who fail to meet annual eligibility requirements may request re-evaluation the following year on their anniversary date. Those satisfying the criteria will return to Specialist standing at the corresponding appropriate pay rate.

Annual Evaluation Process: Criteria for Maintaining Specialist Standing/Pay

- Patient Satisfaction/Service Excellence. (Total maximum points = 25) All patients are given a satisfaction survey upon discharge. The specialists will be awarded 25 points for achieving positive responses (defined as achieving 4 of 6 "exceeds standard") on a minimum of 80% of returned surveys. An additional 5 points (not to exceed 25 points total) may be awarded for receiving the departmental Service Excellence Award. This is a monthly recognition of an employee that exemplifies service

excellence observed by an anonymous fellow employee.

- Clinical Quality. (Total maximum points = 25) Clinical Quality includes the components of timely and accurate completion of clinical documentation; timely and accurate submission of data required for patient billing; patient outcomes; and advanced/comprehensive clinical planning.

These components will be evaluated by the Department management on a "pass/fail" basis as follows:

Two patient charts will be randomly selected each quarter (8 charts reviewed per year)). If all charts pass, 25 points will be awarded. 1.25 points will be deducted for any chart in which one or more elements are found to be substandard. The Chart review process will include criteria set up for compliance reviews which are performed quarterly. Standards of documentation are established in Policy 4012, Documentation Guidelines, in the PT and Rehabilitation Library.

- Productivity. (Total points = 25) Productivity points will be earned for achieving high productivity index average in each of 4 quarter based on the average percentage of scheduled and attended patient visits. Productivity is calculated as the ratio of productive hours worked and charges generated.

25 points for greater than or equal to 80% 15 points for 75% 0 points under 70%

- Continuing Education. (Total points= 25) *Note:* The licensing boards of the State of Washington require the following, physical therapist to obtain 40 continuing education hours every two years. Occupational therapist are required to complete 30 hours of continuing education every 2 years and speech therapists are required to complete 30 hours of continuing education every 3 years. In addition to the mandatory requirements, the State of Washington will occasionally request additional training, example: 2017 requires each discipline to have taken a suicide prevention class approved by the state.

In addition to the obtaining the continuing education required to maintain his/her license, the employee may earn points in this category from any combination of self-study with a written summary of materials, attending study group, mentoring, or delivering a lecture:

- 10 points for attending a voluntary study group session for more than 75% of the meetings. Self-study groups are set up by the participants.
- 15 points for organizing and delivering a specialized education lecture for other staff members.
- 10 points (maximum 2/year) for observing relevant surgical procedures with a referring physician.
- 5 points (maximum 2/quarter) for presentation of a case study to fellow clinicians.
- 15 points for presenting an in-service to fellow clinicians following attendance at a CE course, surgical procedure and based on the study of a journal article.

The specialist is required to keep record of their own continuing education and submit to Rehabilitation management 1 month prior to the yearly evaluation.

(Attachment to Addendum One)

RE: Physical Therapists, Occupational Therapists, and Speech Language Pathologists

CERTIFICATIONS THAT QUALIFY FOR SPECIALIST STANDING

1. Swelling Disorders Management Specialist.
 - a. The designation of MLD/CDT.
 - b. Obtaining this credential, allows the therapist (PT, OT or SLP) to sit for a nationally recognized exam with the Lymphology Association of North America. (LANA). Passing this exam confers the designation of CLT-LANA.
2. American Physical Therapy Association (APTA) specialist certification in the following areas:

a. Cardiopulmonary	CCS
b. Clinical electrophysiology	ECS
c. Geriatric	GCS
d. Neurologic	NCS
e. Orthopedic	OCS
f. Pediatric	PCS
g. Sports	SCS

The therapist denotes his/her certification with the appropriate designation above.

3. North American Institute of Orthopedic Manual Therapy (NAIOMT)

Any of the 2 levels recognized by NAIOMT, an internationally recognized certification program:

- a. Level III – Advanced upper and lower quadrant – 84 hours of education. Must test to achieve Certification for Level III.
 - b. After Level IV course completion, there is further examination and options to participate in a clinical residency program. At the conclusion, there the designation of COMT, FAAOMPT
4. Other advanced nationally recognized certifications or credentialing bodies will be considered based on hours of clinical education, examinations, and credentialing. Examples:
 - a. McKenzie Institute
 - b. Institute of Physical Arts
 - c. St. Augustine University
 - d. Ola Grimsby Institute
 - e. Industrial Medicine/Ergonomics
 - f. ASHA (American Speech and Hearing Association)
 - g. NBCOT (National Board for Certification in Occupational Therapy)
 - h. NDT (Neuro Developmental Training)

The list of certifications that qualify for Specialist standing will be periodically updated to reflect certifications recognized through APTA and other credentialing bodies.

Addendum Two

Letter of Understanding
Between UFCW Local 21 and Olympic Medical Center
Regarding Standby/Callback for Ultrasonographers

AGREEMENT TO EXTEND

In the interest of finding a mutually agreeable solution to employee concerns with the frequency of standby assignment and its impact on employee non-work time and the Medical Center's concern with potentially excessive costs from partial and unscheduled "trades", the parties agree as follows:

1. This Agreement applies to weekend call only. Weekend call starts Saturday at 7 AM and ends Monday at 7 AM.
2. The standby tech must arrive to the hospital within thirty (30) minutes of receiving a call to report to work.
3. Employees will submit their request to share weekend standby assignment at least twenty-four hours prior to the affected weekend.
4. Weekend standby may be shared by two different employees subject to the following limitations:
 - a. The Tech assigned standby on any given weekend (the "primary tech") may request approval for a second tech (the "relief tech") to cover his/her standby assignment for only one 4-hour block of time during the weekend.
 - b. If the primary tech wants approval to share standby assignment for a particular weekend other than one four (4) period, the coverage must be requested for a complete twenty-four (24) hour period.
 - c. Upon the request of the employee, twenty-four (24) hour call shifts may be split into two (2) twelve (12) hour weekend or holiday call shifts, if mutually agreed upon by the Employer and the employee.
5. The terms of Article 9.4 A and 9.4. A 1 will be modified as follows for multiple callbacks, the first of which occurs during the 4-hour period covered by the backup tech:
 - a. If the primary tech is called back within 4-hours of the start call taken by the relief tech, both employees will be paid a 3 hour minimum "call back status" at the "overtime" rate rather than a 4 hour minimum.
 - b. When the primary tech takes a call within four hours of the start of a callback being handled by the relief tech, a new 4 hour time period starts for purposes of determining compensation under Article 9.4.A.1.
 - c. Example: Relief tech is covering the time period between 10 AM and 2 PM. The relief tech is called in at 11 AM and finishes the procedure at 12:30 PM. The primary tech is

called back at 2:30 PM and finishes the procedure at 3 PM. The primary tech is called back again at 5:45 PM and finishes at 7 PM.

- d. Compensation. The relief tech is paid 3 hours at 1.5 for the 11 AM callback. The primary tech is paid 3 hours at 1.5 for the 2:30 PM callback. As the return callback at 5:45 falls within the 4 hour call back window triggered by the 2:30 call, the primary tech is paid an additional 30 minutes at 1.5 for the 5:45 PM callback.

6. This Agreement is not intended to serve as a waiver by the Union, employees or Medical Center of any provision of our collective bargaining agreement or a modification of any provision not expressly provided for in this Agreement.

7. The parties agree to extend this Agreement without modification through the end of the contract term. Either party may request a meeting to discuss the terms of this Agreement in the event a major concern develops over the remainder of the term.

RE: CE Leave Under Article 15.11 for PTs and PTAs

During the course of 2011 collective bargaining, the parties entered into the following additional understanding regarding Continuing Education (CE) Leave for Physical Therapists and Physical Therapy Assistants:

UFCW and Olympic Medical Center (OMC) have entered into this agreement in recognition of the following unique circumstances that apply primarily to physical therapists and physical therapist assistants, namely:

- Many one and two-day programs are offered on Saturdays and Sundays when community-based private practices are typically not open for business, primarily as relates to educational offerings for physical therapists and physical therapy assistants.
- OMC has a "mixed practice" in approving CE leave under Article 15.11 (or any predecessor) for Physical Therapists for scheduled work days in response to an employee attending "education meetings" on scheduled days off; i.e. Saturday and/or Sunday.

THE PARTIES AGREE AS FOLLOWS:

The terms of this agreement apply only to employees classified as regular full or part-time Physical Therapists and Physical Therapist Assistants, Occupational Therapists or Speech Therapists at a 0.8 FTE or greater and to no other job classifications covered under the collective bargaining agreement between OMC and UFCW Local 21 for Professional/Technical Employees. ("Covered Employees")

1. On an annual basis, OMC will pool the department education budgets from Acute Care, and Sequim and Port Angeles Rehab Clinics.
2. In recognition that this is an effective way for many therapists to attend a quality education program in a cost effective manner, OMC will allocate a portion of the budgeted CE dollars to sponsor "in-house" CE programs. OMC will allocate the remainder of the annual budget for "covered employees" to use in pursuit of individual employee professional development consistent with departmental professional education goals and subject to timely submission and approval of the request.
3. The Rehab Department will post the annual allocations of available continuing education funds by January 31st and June 30th each year.
4. Recommendations for the OMC hosted education programs will be made by the Rehab Operations Council and submitted for approval by department and administrative leadership.
5. As currently provided for under the terms of the collective bargaining agreement, actual funding is subject to the availability of departmental CE budget.
6. All paid CE Leave must be taken on what would otherwise have been a scheduled day of work; i.e. if the employee is regularly scheduled off Monday, the employee is not eligible to request paid CE leave on a Monday. Paid CE leave for a scheduled work day will be granted pursuant to Article 15.11 in connection with attendance at approved CE programs that occur on non-scheduled work days (the most frequent occurrence being Saturday and/or Sunday),

subject to the following limitations:

- The number of such requests granted, whether for an OMC-sponsored or off-site program may not adversely affect patient care Medical Center operations and must take into consideration such staffing factors, as currently approved vacation, funeral leave, jury duty, emergency leave and/or other authorized absences, such as FMLA, as currently provided for by Article 15.11.
 - Employee requests in connection with an OMC-sponsored two-day weekend event will be limited to a total of one day of paid CE leave in order to accommodate a greater number of requests for time off. The leave must be taken the work week preceding and/or the work week following the program
 - The appropriate number of paid days of CE leave up of the contractual limit of 4 will be available for non-OMC sponsored off-site events that occur on an employee's scheduled days off (typically Saturday and Sunday), whether or not the scheduled work need is required to accommodate employee travel to and from the off-site event. The leave must be taken on a scheduled work day(s) contiguous to the off-site event. For example, if attending a Saturday-Sunday program, an employee who normally works Monday through Friday may request paid CE leave to replace scheduled days of work on Monday and/or Friday.
7. Total amount of paid CE leave per calendar year, whether for OMC-sponsored or off-site events or some combination, is limited to a maximum of 4 days per calendar year as currently provided for under Article 15.11
 8. OMC employees attending an OMC-sponsored event will be charged against their annual allotment of CE dollars a special "in-house" rate determined by the cost of the program and number of attendees. Illustration: OMC-sponsored program cost \$4,000 with 5 non-OMC therapists attending at a cost of \$350 per person (\$1,750 total) and 15 OMC employees, the cost for an OMC employee would be \$150 ($\$4,000 - \$1,750 = \$2,250$ divided by 15 OMC participants = \$150).
 9. This agreement will be considered automatically void at the end of the present term for the 2014-2017 collective bargaining agreement unless as otherwise may be agreed upon by the parties.

RE: LETTER OF UNDERSTANDING

The purpose of this letter is to memorialize the following additional understandings reached during the 2011 contract negotiations between the Medical Center and UFCW Local 21 for a Professional/Technical agreement.

1. Regarding Normal Work Week/Work Day Definition in Article 8.1:

It is not the intention of the Medical Center to move the general work force to shifts of less than eight (8) hours in duration nor is it the intention of the Medical Center to establish shorter shifts as the prevalent or dominant shifts. The normal work week/work day referred to in Article 8.1 is intended to include shifts of less than eight (8) hours duration when it is determined necessary for a particular work unit. The use of this type of shift is based on a limited need and will be used on a voluntary basis only.

2. Regarding Newly Hired Pharmacy Graduates:

The newly hired graduate will be temporarily classified as a Graduate Intern and paid at the current base rate less 10%.

- For purposes of satisfying the probationary period under Article 2.1 of the parties' collective bargaining agreement and benefit eligibility, the date of hire as a Graduate Intern will be utilized
- Seniority as defined in Article 7.1 will begin accruing the effective date the Graduate Intern obtains the requisite state license. The Graduate Intern will be promoted to Pharmacist and paid at the current base rate on effective the date of state licensure.
- Employment will be terminated if the newly hired Graduate Intern fails to obtain licensure within sixty (60) calendar days of his/her date of hire.

3. Regarding Specialty Standing for OT and Speech Therapists:

OMC will undertake an assessment to determine the feasibility of establishing "specialty standing" for Occupational Therapists and Speech Therapist similar to the program previously established for Physical Therapists. OMC will complete its assessment within six (6) months of the date a new contract is ratified. The assessment will take into account such factors as the impact on the scope of services and/or quality of care OMC is able to offer our patients; practical considerations, such as the availability and cost of certification in specialized areas of practice relevant to OMC patient care needs; the potential impact on recruitment and retention of qualified staff; and budgetary considerations.

OMC will meet with UFCW upon completing its review in order to discuss its conclusions, including whether OMC is prepared to recognize specialty standing for Occupational Therapists or Speech Therapists, and if so, the timing of any program implementation. It is understood that OMC will make the final determination as to whether to implement such a program; if so, whether for one or the other or both job classifications; and such other key facets of a program including requirements/eligibility for specialty standing (incumbents and new hires); and requirements for maintaining specialty standing. In the event OMC determines it is feasible, OMC will meet with the Union to finalize an agreement regarding compensation

for specialty standing and promotional pay.

4. Regarding the Waiver of Certain Hospital Co-Pays for Benefit Eligible Employees:

Effective 7/1/12, on a quarterly calendar basis, benefit eligible employees may submit any Explanation of Benefit forms (along with copies of any bills paid for service) for the employee and/or any eligible dependents for the quarter in order to obtain a waiver of (or reimbursement for, in the case of services for which the employee has already paid) any hospital services, including overnight stays, that exceed \$100 for the quarter for the employee and/or eligible dependents. Requests for the first calendar quarter must be submitted along with the required documentation by April 30; for the second quarter by July 31; for the third quarter by October 31; and fourth quarter by January 31. Administration of the waiver is subject to the employee providing adequate documentation that the required annual plan deductible for the employee and/or eligible dependent has been satisfied.

This waiver/reimbursement excludes the ER co-pay and all physician/mid-level (professional fees) co-insurance.

At the beginning of each year, the Employer will communicate to all employees at least in email format the form regarding the Waiver Request Form which contains the information regarding the form and process. The Employer will review the information with the Labor Management Committee for feedback the month preceding when the information is sent out to staff.

5. Regarding the STD Plan Under Article 14.1.

During the course of 2011 collective bargaining the parties agreed to certain revisions to the Short Term Disability (STD) Plan under Article 14.1 as applies to employees hired on or after January 1, 2012 as reflected in the August 8, 2011 tentative agreement and to provide for a standard waiting period of 24 hours of scheduled work missed for all applications filed on or after the date of ratification. The Hospital District agrees that in the event of any of the following specified changes to the STD plan are implemented within the term of this Agreement for employees who are members of other bargaining units with labor agreements with the Hospital District, the Hospital District will apply those same terms to the STD Plan for employees covered by this Labor Agreement:

- A wage replacement percentage greater than 60%;
- A schedule of less than 7 years in reaching the maximum period of payment of 26 weeks;
- An increase in the number of weeks that accrue annually toward the 26 week maximum;
- An effective date for the annual restoration of 2 weeks (toward the 26 week maximum accrual) prior to the beginning after 7th anniversary; and/or
- A waiting period of less than twenty-four scheduled hours of missed work for eligible employees in the event of hospitalization or accident for all applications filed on or after the date of ratification of a more favorable agreement by another bargaining unit.

Memorandum of Agreement (MOA)

The Parties agree if another collective bargaining unit at Olympic Medical Center receives a more generous replacement in 2021 to the “short term disability” plan, the professional-technical unit shall be awarded the same or equivalent plan.