

# COLLECTIVE BARGAINING AGREEMENT

By and Between

MULTICARE HEALTH SYSTEM/COVINGTON MEDICAL CENTER

and

UFCW ~~300021~~

This Agreement is made and entered into by and between MultiCare Covington Medical Center (hereinafter referred to as the “Employer” or “Hospital”) and UFCW Local ~~300021~~, 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 understanding reached between the parties with respect to wages, hours of work and other terms and conditions of employment for employees in the bargaining unit covered by this Agreement.

## Article 1 – Recognition

**1.1 Unit Definitions.** The Employer Recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem Service and Maintenance Unit Employees working in the positions of Certified Nursing Assistant, Cook, Distribution Specialist, Emergency Service Representatives, Engineering Mechanic, Food Service Worker, Health Unit Coordinator, Housekeeper, Nutrition Assistant, Patient Access Technician and Scheduling Coordinator, at Covington Medical Center, 17700 SE 272<sup>nd</sup> St., Covington, WA 98042, excluding supervisors, temporary employees, students and all other employees.

**1.2 New Job Classifications.** The Employer will advise the Union if it establishes any new job classifications appropriate to this bargaining unit.

**1.3 Successor.** This Agreement shall be binding upon the Hospital and any successor employer.

## Article 2 – Union Membership & Representatives

**2.1 Union Membership.** Employees who are members of the Union at the time of ratification of this Agreement shall as a condition of employment, remain members in good standing with the Union or agree to pay to the Union a fair share/representation fee as established by the Union. In “good standing”, for the purposes of this Agreement, is defined as the tendering of union dues on a timely basis.

**2.1.1 Newly Hired Employees.** Employees hired after the ratification of this Agreement shall be required, as a condition of employment, to join the Union within thirty (30) days of the date of hire and to maintain membership in the Union consistent with Section 2.1.

**2.1.2 Requirement to Comply.** Employees who fail to comply with the requirements set forth in this Section shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

**2.1.3 Religious Objection.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund.

**2.1.4 Religious Objection Requirements.** These religious objections and decisions as to which funds will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

**2.1.5 Notification and Conditions.** The Employer shall make employees hired or transferred into the bargaining unit aware of the membership conditions of employment at the time of hire.

**2.2 Dues Deductions.** During the term of this Agreement, the Employer shall deduct dues and initiation 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. The amount deducted and a roster of all employees using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deductions made from the wages of such employee.

**2.3 Bargaining Unit Information.** Upon written request (but no more than monthly), the Hospital shall supply to the Union a list of those employees covered by this Agreement. The list shall include the name, address, phone number, work location, job classification, date of hire, hourly rate of pay, gross monthly pay for the past three (3) months, and regular hours worked for each employee. On a quarterly basis, the Hospital shall furnish to the Union, the names of employees newly hired or terminated, with employee addresses and job classification. The Union agrees not to use the Employer's mail or email, including courier services, nor will it fax documents to employees at the employer's facilities as a means of contacting bargaining unit employees.

**2.4 Union Representatives.** Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, patient care units, or other patient care areas (including the ED patient

waiting area) unless advance approval has been obtained from the Human Resources Manager, or designee. For meetings at night at the Hospital (defined as the time period when the ED is the sole area by which the Hospital may be accessed), union representatives may request approval from the ~~on-duty House Supervisor~~ Human Potential Director (or designee) or the Employee and Labor Relations Director (or designee) to meet with members in a private area or room for the purposes recognized in this Section. Union representatives will be provided, upon request, a private area or room for purposes recognized in this Section so long as such an area or room is available at the time of the request. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours, violate Employer security and/or expose confidential Employer files, and shall not interfere with patient care or the normal operation of the Hospital.

**2.5 Unit Representatives.** The Union shall select Employee Unit Representatives from the bargaining unit to function as Unit Representatives. The Union Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and scope of their authority. The Union agrees to provide the Employer with a list of designated Employee Unit Representatives within thirty (30) days following the date of ratification of this Agreement and will promptly notify the Employer of any changes to designated Employee Unit Representatives. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

**2.5.1 New Hire Orientation.** Employee Unit Representatives may meet with new hires for a period of up to one-half (1/2) hour at the end of the Hospital's orientation. Attendance shall be voluntary and shall be on the unpaid time of the Unit Representative and new hire.

**2.6 Bulletin Boards.** The Employer shall furnish space on designated bulletin boards for the use of the Union to post updates, announcements and notifications of professional activities. The Employer reserves the right to remove any discriminatory notices or information with profane, libelous, or malicious content, provided, however, that the Employer shall notify the Union Representative as soon as possible of its removal with a copy of the posting and the reason for its removal. All materials posted must be dated, signed by a designated Union Representative, and approved by the Human Resources Manager or designee, prior to such posting. Such approval shall not be unnecessarily delayed. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

**2.7 Voluntary Political Action Fund Deductions.** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the employer for or on account of any deduction made from the wages of such employee.

**2.8 Meeting Rooms.** In accordance with Hospital policy, the Union may use designated meeting rooms of the Employer for meetings of the Local Unit, provided sufficient advance request for meeting facilities is made to the Director, Employee and Labor Relations, or designee, and space is available.

### **Article 3 – MANAGEMENT RIGHTS**

**3.1—Management Rights.** The Union recognizes the rights of the Employer to operate and manage the Hospital, including but not limited to the rights to establish and require standards of performance;\_

**3.1** to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend limit, contract out or curtail the whole or any part of the operation; to select, hire classify, assign, promote or transfer employees; to discipline, demote, suspend or discharge employees for cause, to lay off and recall employees; to require reasonable overtime work of employees; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Hospital, shall not be exercised so as to violate any of the specific provisions of this Agreement.

**3.2 No Restriction on Rights.** The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned.

#### **Article 4 – Definitions**

**4.1 Probationary Employee.** An employee shall be considered a probationary employee for the first three (3) calendar months of employment in a bargaining unit position at the Hospital. ~~This three (3)-month period may be extended for up to an additional~~After three (3) calendar months of continuous employment, the employee shall be considered to have completed the probationary period unless specifically advised by the Employer of an extended probationary period, the conditions of which shall be specified in writing. The Employer will ensure receipt of the extension by the employee. at the discretion of the Employer. Any extension is limited to a one-time extension not to exceed ninety (90) days. If the probationary period is extended, the Employer will provide the employee a performance-improvement plan and/or feedback regarding their behaviors. Full-time and eligible part-time probationary employees shall accrue benefits, but shall not be eligible to use them except as otherwise provided for in this Agreement. During the probationary period, the Employer or employee may terminate the employment relationship for any reason without cause or notice, and such a termination shall not be subject to the grievance procedure of this Agreement.

**4.2 Regular Full-Time Employees.** An employee who has completed the probationary period and who is regularly scheduled to work forty (40) hours per week or eighty (80) hours per two-week period or is regularly scheduled to work six (6) twelve (12) hour shifts per pay period. For purposes of Article 7.12, Scheduled Days Off, an employee who is regularly scheduled to work six (6) twelve (12) hour shifts (0.9 FTE) per pay period will not be considered full-time.

**4.3 Regular Part-Time Employees.** An employee who has completed the probationary period and who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours per two-week period.

**4.4 Per Diem.** An employee who works on an intermittent or unscheduled basis. Per Diem employees do not earn seniority and are not eligible for benefits, unless otherwise provided for in this Agreement and/or applicable law.

**4.5 Regular Rate of Pay.** The regular rate of pay shall be defined to include the employee's hourly wage rate, plus shift differential (including the wage premium in lieu of benefits) if the evening or night shift is a permanent assignment, certification pay, and when the employee has a regularly designated

lead assignment. If the Employer switches its HRIS to Workday, the regular rate of pay shall reflect the employee's hourly wage rate plus applicable shift differential, if the evening or night shift is a permanent assignment. If an employee is entitled to FLSA overtime, the employee shall be paid in accordance with FLSA's requirements.

## Article 5 – Employment Practices

**5.1 Job Posting.** The Employer shall post notices of positions to be filled on the internal applicant portal of its web-based employment application system in advance of filling the position in order to afford present employees an opportunity to apply for consideration. Employees who are concerned about openings that may occur within their current unit while they are on a scheduled vacation or leave of absence of one week or more may submit notice to their manager that they wish to be considered for any openings posted during the scheduled vacation or leave of absence. Such notice shall be in writing via e-mail and shall include the shift and FTE. This notice shall be valid for the period of the scheduled vacation or leave of absence only and shall not apply to openings posted after the end of the scheduled vacation or leave of absence. Except for situations that, in the opinion of the Employer, require more immediate action, the Employer shall post notices of positions on its web-based employment application for at least seven (7) days before externally posting the notice. Seniority shall be the determining factor in filling such vacancy providing qualifications, competence, efficiency and past performance are considered to be equal in the opinion of the Employer. When the applicant has performance issues occurring more than 12 months prior to the date of application, the Employer will consider whether the applicant has received positive performance reviews and/or references since the date of the prior performance issue, before making a conclusion that relevant determining factors are not equal. If the employee obtains a new position at another MultiCare location or within another UFCW Local ~~300024~~ bargaining unit, the employee's prior seniority at the Hospital will be terminated and will be restarted for the new position on the transfer date, unless the position is a second position or Articles 5.8 and 6.1.1 otherwise apply.

**5.1.1 Subcontracting.** If the Employer should exercise its right to contract out work performed by unit employees and if unit employees are laid off as a result thereof, such employee may apply for any open positions in similar job classifications within ~~MultiCare Health System~~the bargaining unit pursuant to Section 5.1 of this Agreement. The Employer will notify the Union prior to subcontracting out bargaining unit work. Upon request by the Union, the Employer agrees to meet to discuss the implications of the decision. The Union reserves the right to demand bargaining regarding the decision and/or the bargainable effects of the decision, to the extent that it would otherwise have any such right under the National Labor Relations Act.

**5.1.1** In the event MultiCare decides to contract out a service which will result in the elimination of an entire work unit, department, or facility, MultiCare will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees, provided that such efforts are expressly excluded from the scope of the grievance process, Article 13, and shall under no circumstances be subject to grievance or arbitration. Preferential hiring commitments, in the discretion of the subcontracting party, could include but is not limited to first consideration over other qualified candidates for positions created as a result of the contract and/or favorable treatment of such employment conditions as credit for seniority, tenure, retirement, or PTO and EIT.

**5.1.2 Transfer and Review Period.** Employees transferring to a new position in a different department shall be subject to a ninety (90) day period for performance review. The ninety (90) day period of performance review may be extended in writing by mutual consent at the discretion of the Employer. During this performance review period, the Employer will notify the employee of any deficiencies in performance. If the employee fails to meet standards of performance or feels they will

not meet standards or performance during the review period as determined by the Employer, the employee shall be returned to the employee's prior position if that position continues to be open. If the position has been filled, prior to being subject to separation, the Employer will review other potential job opportunities with the employee. Separations that occur during or immediately following the review period provided for under this section, will not be subject to the grievance procedure set forth in this Agreement.

**5.2 Health Exams.** The Employer shall continue its present policy of providing a TB test to employees at the time of employment and annually thereafter in accordance with CDC guidelines and Hospital policies, without cost to the employee. Hepatitis vaccine and HIV testing will be provided in accordance with Hospital policies.



**5.3 Evaluations.** The Employer shall maintain an evaluation system which provides for employee evaluations who are on a probationary basis. No evaluation will be entered into an employee's file until the employee has had an opportunity to read, comment on, and sign it. Upon request, the Employer shall provide an employee a copy of the completed evaluation.

**5.4 Personnel Files.** The Employer shall continue its present policy of providing employees access to their personnel files by appointment, subject to the deletion of third party reference material. Individual employees, upon personal request with reasonable advance notification, will be provided copies of material in their personnel file.

**5.5 Notice of Resignation.** Regular employees shall give not less than two (2) weeks prior written notice of intended resignation. If an employee fails to give at least two (2) weeks prior written notice of intended resignation, the employee will forfeit payment of any accrued PTO and/or Extended Illness Time (if applicable under the Employer's policy). Regular employees shall receive at least fourteen (14) calendar days' prior written notice of termination or pay in lieu thereof unless discharged for just cause.

**5.6 Discipline/Discharge.** No regular full-time or part-time employee shall be subject to written disciplinary action or discharge except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay, when appropriate). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension and/or discharge. The Employer shall be the sole judge of the employee's capability and competence; provided, however, that said judgment shall be exercised in good faith and based on established job criteria. A copy of all written disciplinary actions will be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to any written disciplinary actions to be included in their personnel file. An employee may require the attendance of a Unit Representative or a Union Representative during any investigatory meeting which may lead to disciplinary action. If an employee believes that a written disciplinary action or discharge is without proper cause, the employee may utilize the grievance procedure. An employee may request removal of a progressive guidance after one (1) year from Human Resources, if no further discipline of the same or similar nature has occurred. The decision to remove the progressive guidance rests solely with the Employer.

**5.7 Nondiscrimination.** The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, age, disability, marital status, sexual orientation, gender identity, genetic information or Union membership unless any of the foregoing factors constitutes a bona fide occupational qualification. [Complaints alleging any form of discrimination under this article shall be submitted to the contract grievance procedure utilizing steps 1 and 2 only. If the matter cannot be resolved by step 2, the employee may seek relief as appropriate under local, state, or federal laws. Complaints alleging any form of discrimination shall not be subject to step 3, Arbitration, of the contract grievance procedure \(Article 13\).](#)

**5.8 Reemployment.** Employees who are rehired to their same job classification in the bargaining unit within twelve (12) months of voluntary termination shall be re-employed at their prior step on the wage scale. Re-employed employees will be treated as new hires for benefit accrual purposes except for employees rehired to their same job classification in the bargaining unit within thirty (30) days of termination who will have all benefit accruals and seniority restored.

**5.9 Staffing.** If an employee is concerned about the level of staffing for their assignment in their department, the employee should first speak with their immediate supervisor. If the employee feels that the issue is not resolved after speaking with their immediate supervisor, the employee should

within fourteen (14) days after raising the issue to their immediate supervisor, submit their concern, in writing on ~~a CSI form~~ the appropriate AMC/CMC staffing concern form, to the ~~Director-Manager~~ of their department. The ~~Director-Manager~~ will respond to such concerns, in writing, within fourteen (14) calendar days. Staffing levels shall be determined by management; staffing concerns, however, may be submitted in writing to the ~~Labor Staffing Management~~ Committee for further review if not resolved by the employee's immediate supervisor or Director under the process outlined in this Article. MHS will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connect with the Labor Management Committee, or an employee who notifies the Labor Management Committee, immediate supervisor, or the facility administration of his or her concerns about staff.

**5.10 Status Review.** Part-time employees continuously working above their assigned FTE for a period of six (6) months or more may request an objective, good faith review with the Director of Employee and Labor Relations (or designee) to determine whether the employee's FTE accurately reflects the requirements of the position. The Employer shall provide a written response to the Union within thirty (30) days of the request. This review shall not apply to employees who are working additional hours on a temporary basis to cover vacations, ill calls or leave of absence, to cover a position vacancy or seasonal patient surges, or for a special project. If the additional FTE meets the requirements set above and reflects a 0.2 FTE or less increase to the employee's current FTE, the employee will be awarded the additional FTE. If the additional FTE meets the requirements set out above and reflects an increase of more than 0.2 to the employee's current FTE, the additional FTE must be posted and the provisions of Article 5.1 Job Postings, will apply.

**5.10.1 Status Review for Per Diem Employees.** Per diem employees continuously working hours equivalent to a regular FTE for a period of three (3) months or more may request an objective, good faith review with the Director of Employee and Labor Relations (or designee) to determine whether an FTE position should be posted. The Employer shall provide a written response to the employee within thirty (30) calendar days of the request. This review shall not apply to per diem employees who are working the hours on a temporary basis to cover vacations, ill calls, leave of absence, or to cover a position vacancy or seasonal patient surges, or for a special project. If the employer determines that an FTE position is necessary, this position will be posted and Article 5.1, Job Postings, will apply.

**5.11 Americans with Disability Act.** The parties to this Agreement recognize that the Americans with Disabilities Act (ADA) imposes certain restrictions on an Employer with regard to the hiring and retention of employees. The parties accordingly agree that, notwithstanding any other provisions of the Agreement, the Employer may take any action it deems necessary in order to comply with the provisions of the ADA. Where possible, the Union shall be notified at least fourteen (14) days prior to the intended implementation of any action and, upon request, the Employer shall meet with the Union to explain the reasons for the action to be taken.

**5.12 Orientation.** The objectives of orientation shall be to familiarize newly hired employees with the objectives and philosophy of the Hospital and its services, to orient new employees to Hospital policies and procedures, and to instruct new employees as to their functions and responsibilities to enable them

to practice independently. Employees will be oriented through a combination of instructional conferences, floor and shift work.

**5.13 Pay Days.** The Employer uses a bi-weekly payroll schedule, with pay by direct deposit. If the Employer changes its pay cycle or method of payment, it will notify the Union of any change(s) and, upon request, discuss the impact of the change(s).

**5.14 Donning and Doffing.** For areas where donning and doffing of specific Hospital safety attire and equipment is required by the Hospital, a reasonable donning and doffing time as determined by the department manager will be allowed at the beginning and end of shift. Donning time is defined as the time it takes to clock in, change into required attire and/or equipment and to report to the primary work station to begin a shift. Doffing time is defined as the time from the work station, to change out of required attire and/or equipment and to clock out for the end of shift.

**5.15 Mileage.** Provided that the employee has obtained the approval of his/her supervisor for travel and the travel is consistent with MultiCare's policy, mileage will be paid for work-related travel at the current IRS established rate.

**5.15** —

**5.16 Meetings.** Employees who are required by the Director and/or Director's designee to attend or call into a mandatory departmental/unit meeting at a certain time on their scheduled day off shall receive their regular rate of pay for actual time spent attending the meeting.

**5.16—Safety.** The hospital will maintain a safe and healthful workplace in compliance with all federal, state, and local laws applicable to the safety and health of its employees. Employees will comply with all health and safety policies and procedures of the Hospital. Training will be provided to employees which will include instruction on the recognition of warning signs, phases of violence, and how to de-escalate the situation.

**5.17**

## **ARTICLE 6 – SENIORITY, LAYOFF & RECALL**

**6.1 Definitions.** Seniority shall mean an employee's continuous length of service within his/her job classification in the bargaining unit with the Employer from the most recent date of hire. Seniority shall not apply until an employee has completed their probationary period.

**6.1.1 Seniority and Per Diem Status.** If an employee has at least five (5) years seniority and then leaves the bargaining unit to go to per diem status, is involuntarily transferred out of the bargaining unit or transfers to another bargaining unit position within MultiCare Health System for a period of less than twelve (12) continuous months, the employee's seniority shall be frozen from the time they leave the bargaining unit at the Hospital until such time as they return within the twelve (12) month period.

**6.2 Application of Seniority.** Where such factors as qualifications, competence, efficiency and past performance are considered substantially equal by the Employer, seniority shall be the controlling consideration in determining transfers, shift changes, reduction in FTE status, long-term layoffs (thirty (30) days or more), recall from layoffs, promotions to positions within the bargaining unit, and vacation scheduling. The Employer shall be the sole judge of the qualifications, competence, efficiency and past performance of its employees provided that such judgments are based upon established criteria and are not arbitrary or capricious. When the employee has past performance issues occurring more than 12 months prior to the employment action at issue, the Employer will consider whether the employee has received positive performance reviews and/or references since the date of the prior performance issue, before making a conclusion that relevant factors are not equal.

**6.3 Termination of Seniority.** Seniority shall terminate upon discharge, refusal to accept substantially similar work when offered by the Employer, resignation, retirement or twelve (12) consecutive months of layoff.

**6.4 Layoff.** Layoff is defined as a mandatory permanent or prolonged reduction of the number of bargaining unit employees employed by the Hospital. Layoffs shall be by job classification within a department. In the event of a permanent layoff, the Employer shall make its best efforts to notify regular employees involved at least twenty-one (21) days prior to the impending layoff. The Union will be given notice of layoffs in the bargaining unit at the same time employees are notified of an impending layoff. Subject to the provisions of Section 6.2 above, employees shall be laid off in the following manner:

- a. Temporary employees;
  - b. Per diem employees;
  - c. Probationary employees;
  - ~~e.~~ d. [Volunteers](#);
  - e. Regular full and part-time employees.
- ~~d.~~

**6.4.1 Layoff Options for Regular Employees.** Layoff of regular full-time and part-time employees shall be accomplished as follows:

a. Regular employees will be given the option to select layoff and election of severance or recall as provided for in Articles 6.5 and 6.6, unless the employee has unique qualifications and/or competence necessary for ongoing operations and/or patient care, as determined by the Employer;

b. If an employee declines layoff and election of severance or recall as provided for in Articles 6.5 and 6.6, a laid-off employee shall fill any vacancy that the Employer has in the bargaining unit for which the employee is qualified and competent to perform, in the judgment of the Employer. Vacant positions shall be awarded to impacted employees based on employees' seniority.

c. A laid-off regular employee will be offered per diem status, if a per diem position is available. Available per diem positions will be awarded based on employees' seniority.

**6.5 Recall.** Should layoff occur, the names of laid-off regular full-time and part-time employees shall be placed on a reinstatement roster for a period of twelve months, provided that they do not elect severance as provided for in Section 6.6 below. An employee shall be removed from the reinstatement roster upon reemployment with MultiCare (regardless whether it is in the bargaining unit covered by this Agreement), refusal to accept substantially similar work when offered by the Employer, which is defined as a position with similar work hours and an FTE status within .20 greater or less than the employee's former position, or at the end of the twelve-month period. Upon reinstatement, an employee shall be eligible for the benefits he/she was earning at the time of layoff. Employees who are on the reinstatement roster are responsible for regularly reviewing open positions and informing the recruiter and hiring manager of open positions that they are on the reinstatement roster.

**6.6 Severance.** Upon completion of the probationary period, any full-time or part-time employee subject to layoff may, provided that he/she executes a severance agreement provided to him/her by the Employer, terminate employment with the Employer and receive severance pay as set forth below. Severance is not available for an employee affected by a low census layoff unless such low census lay off is converted to a permanent layoff. Any employee electing this option shall not have recall rights under Section 6.5 of this Agreement.

<u>Years of Service</u>	<u>Severance Pay</u>
Less than 2 years	2 weeks
2-4 years	3 weeks
5-6 years	4 weeks
7-9 years	5 weeks
10-14 years	6 weeks
15-24 years	10 weeks
25 or more years	12 weeks

Regular part-time employees are eligible for severance pay prorated to the employee's FTE. The severance payment will be paid to the employee in a lump sum, less applicable withholdings and deductions, on the employee's last paycheck.

**6.7 Reallocation of Staff.** In the event that the Employer deems it necessary to restructure budgeted hours on an existing unit or department, to re-bid shift schedules, or to merge two or more units or departments, the Employer shall ~~notify~~ provide notice to the Union and the employees ~~a minimum of 14 days prior to taking the action.~~ at least 30 days before the event, if possible, but not less than 14 days prior to taking the action. In the case of an FTE reduction that changes an employee's benefit status, the Employer shall use the same procedure as provided for layoff set forth in Article 6.4. In the case of reallocations of staffing relating to restructure of budgeted hours, re-bids of staff schedules or mergers of two or more units, the layoff procedure does not apply, so long as the action does not result in elimination of positions. Provided that qualifications, competence and efficiency are considered substantially equal by the Employer, seniority shall be the determining factor for reallocation of staffing and re-bids.

### **Article 7 – Hours of Work and Overtime**

**7.1 Work Day.** A normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours with a thirty (30) minute unpaid meal period.

**7.2 Work Period.** The normal work period shall consist of forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

**7.3 Innovative Work Schedules.** An innovative work schedule is defined as a work schedule that requires a change, modification, or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the employee involved. Prior to the implementation of a new innovative work schedule that impacts more than one employee, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least two (2) weeks' advance notice to the employee.

**7.3.1** Prior to ending an innovative schedule used for more than one employee in a unit that has already been agreed to by the Hospital and the Union in Appendices A, B and C, the Hospital will meet with the Union to discuss the impact(s) of ending the innovative schedule(s) on employees in the unit.

**7.4 Overtime.** All time worked in excess of the normal workday or work period, as defined above, shall be considered overtime. Overtime must be authorized by the Employer and shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. All time worked in excess of twelve (12) consecutive hours shall be paid at the double time rate of pay. ~~Overtime will be paid at the nearest quarter of an hour.~~ No employee will be expected to work beyond the end of the employee's scheduled shift (including scheduled standby/callback) to the extent that the employee is not able to function with reasonable skill and safety with respect to the care of the Hospital's patients. If the employee can no longer function with reasonable skill and safety, the employee should immediately discuss the matter with his/her immediate supervisor. The supervisor shall take all practical measures to transition the employee's duties as soon as possible. Upon written request by the Union, the



Employer will describe what practical measures were taken at the next Conference Committee.

**7.4.1 Work Requirement and No Pyramiding.** Time paid for but not worked shall not count as time worked for the purpose of computing overtime pay. There shall be no pyramiding or duplicating of overtime pay and/or premium pay. Hours paid at the overtime rate or callback rate shall count as hours worked for the purpose of computing benefits, up to a maximum of 2080 total hours during any calendar year.

**7.4.2 Telephone Calls at Home.** With prior supervisory authorization, the Employer will pay for telephone calls received by an employee at home from an employee at work at the employee's straight time rate (if not considered overtime) or at the rate of time and one-half (1 ½) the employee's regular rate if considered overtime in excess of 40 hours or 80 hours (whichever is applicable), for the actual time spent on the phone, with a fifteen (15) minute guarantee. This section does not apply to telephone calls that are *de minimus*, such as calls regarding scheduling requests and their availability to work.

**7.5 Meal and Rest Periods.** Employees shall receive an unpaid thirty (30) minute meal period during each regular workday and two (2) paid rest periods of fifteen (15) minutes each during each eight (8) or ten (10) hour workday. Employees who cannot be relieved of all duties shall be paid at the appropriate rate for their meal period. Meal periods and rest periods shall be administered in accordance with state law.

**7.6 Report Pay.** Employees who report to work on a regularly scheduled shift and are sent home due to low patient census shall be paid for four (4) consecutive hours' work. Where the Employer has left a message on the employee's telephone at least one and one half (1 ½) hours prior to the shift start time advising the employee not to report for work, such communication shall constitute receipt of notice not to report for work and this section shall not apply. If the Employer does not attempt to notify the employee within the specified time frame and the employee reports to work, the employee will be paid four (4) hours pay at the straight time rate of pay. Employees are responsible for notifying the Employer of their telephone number and any changes to that number during their employment. If the employee fails to notify the Employer of a telephone number change, the employee is not eligible for Report Pay.

**7.7 Work Schedules.** The Department will post regular and standby/call work schedules for a six (6) week period at least fourteen (14) days preceding the day on which the schedule becomes effective. The Department will provide a tentative schedule for Thanksgiving Day, Christmas Eve day, Christmas day, New Year's Eve day, and New Year's day in the second week of October. The tentative schedule is subject to change based on the needs of the Department. Employees will be notified of schedule changes by the Department. Except for emergency conditions involving patient care and low census conditions, posted work schedules may only be changed by mutual consent. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations incurred by the Employer.

**7.8 Weekends.** The Employer will make a good faith effort to schedule all full-time and part-time employees to be off at least every other weekend. If a full-time or part-time employee is requested by the Hospital to work on the employee's scheduled weekend off, all time worked on that weekend shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. This section shall not apply to employees who voluntarily agree to work more frequent weekend duty, employees who trade weekends with advance management approval, provided that the schedule change does not

result in the Employer being liable for premium and/or overtime pay, to employees who are per diem, or to part-time or full-time employees who are hired to work on a more frequent weekend schedule. The weekend shall be defined for day and evening shifts as 7:00 a.m. Saturday to 7:00 a.m. Monday, and for night shifts as 11:00 p.m. Friday to 11:00 p.m. Sunday.

**7.9 Shift Rotation.** Shift rotation is defined to mean rotation of employees from day to evening/night shifts or night/evening to day shifts. Shift rotation does not mean changes to employees' scheduled days in a workweek. Unless employees otherwise request and/or agree to accept a position with shift rotation, the Employer shall avoid shift rotation except for emergency conditions (defined as unforeseeable conditions beyond the Employer's control including employee absences, terminations without notice and changes in patient census, but not pre-approved scheduled vacations). When shift rotation is unavoidable, it shall be scheduled by rotation in inverse order of seniority.

**7.10 Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least eleven (11) hours off duty between shifts, and beginning September 1, 2020, at least twelve (12) hours off duty between shifts. In the event that an employee is required to work with less than eleven (11) hours (or twelve (12) hours beginning September 1, 2020) off duty between shifts, all time worked during that second shift shall be compensated at one and one half (1 ½) times the regular rate of pay. This provision shall not apply to education, committee meetings, staff meetings (unless mandatory) or to standby assignments. This section shall not apply to on call pursuant to Article 9.3, unless, beginning September 1, 2020, employees are actually called in to work, in which event this section shall apply and with the understanding that employees may be required to flex schedules so as to minimize time and one half pay. Appendices A and B specify off duty time between shifts for employees working ten (10) or twelve (12) hour work shift schedules.

**7.11 Low Census Days.** Low census is defined as a decrease in patient care requirements resulting in a temporary staff decrease. During periods of low census, employees will be released from duty in the following order:

- a. Agency Staff – those employees employed on a day-to-day basis;
- ~~a.b.~~ Travelers, up-to their allowable contractual hours;
- b. Employees working an increased rate of time and one-half (1 ½) or an incentivized shift,  
except when the  
employee is working the employee's regularly scheduled shift, or double time (2 x),
- c. regardless of whether the employee is working a regularly scheduled shift;
- e. MHS System Float Pool Staff;
- d. Employees working an on-call shift or hours;
- e. Employees that volunteer to leave;
- f. MHS System Float Pool Staff;
- e-g. Per Diem Employees;
- f-h. Regular part-time employees working above their assigned FTE;

g. ~~Per Diem employees;~~

h. ~~Full-time and part-time employees making up low census days from earlier in the same pay period;~~

i. ~~Travelers, and;~~

i. \_\_\_\_\_

- j. Full-time or part-time employees working their regular FTE, and in accordance with the low census rotation.

**7.11.1 Assignment and Rotation of Low Census.** In the event that there are no volunteers, the Employer will assign and rotate mandatory low census equitably amongst all employees within a clinical service/unit/department on a shift, provided that skill, competence, ability and availability are not considered to be overriding factors in the opinion of the Employer. If an employee volunteers to take a low census day off, that day off shall be counted for purposes of the low census rotation. Floating to another unit or performing other work assigned by the House Supervisor in lieu of taking a low census day will also count towards the employee's low census rotation. Each clinical service/unit/department will maintain a roster and low census records, and the roster will be refreshed every six months.

**7.11.2 Pay and Benefits During Low Census.** PTO may be used by an employee on a low census day. Employees may also choose to take unpaid time on a low census day. Low census hours shall count towards hours necessary to maintain eligibility for accrual of benefits.

**7.11.3 Low Census Process and Low Census Standby.** The Employer will maintain the following process for low censused employees during their shift:

- a. Employees may be placed on straight low census status for the entire shift. If an employee who has been placed on straight low census is needed later in the shift, the employee may be asked to come in, but would not be required to work.
- b. Employees may be placed on low census status for a portion of the shift up to four (4) hours, only once per shift. If this occurs:
  - i. The employee is expected to report to work at the designated time;
  - ii. Pay for the remainder of the shift is paid at straight time, unless other premium pay applies.
  - iii. If the employee is not needed, the Employer will notify the employee at least 1.5 hours prior to the designated time of arrival at that time, the employee will be released on low census status for the remainder of the shift. By agreement between the employee and his/her manager, the employee may be placed on Low Census Standby for the remainder of the shift.
- c. In the alternative to the above, employees may be placed on Low Census Standby (On-Call) for up to four hours.
  - i. If an employee assigned to Low Census Standby returns to work at any time while on standby status, he/she is paid for a minimum of four (4) hours at one and one-half (1 ½) the employee's regular rate of pay. If the employee works beyond four hours, the employee shall be paid at one and one-half (1 ½) the employee's regular rate of pay for all hours worked.
  - ii. If the employee is not needed, they will be released from duties and placed on straight low census for the remainder of the shift. By agreement between the employee and management, the Low Census Standby may be extended for additional hours or the entire shift.

~~7.11.4~~ **Chronic Low Census.** If the low census rate is excessive and chronic on a unit, the Conference Committee will meet to discuss potential alternatives.

\_\_\_\_\_

#### 7.11.4

**7.12 Scheduled Days Off.** Full-time employees as defined in Article 4.2 called in on their scheduled days off shall be paid one and one-half (1 ½) times their regular rate of pay.

**7.13 Assignment of Overtime and Extra Shifts.** To help assure equitable rotation of extra shifts and overtime, the following guidelines are provided to the employees and management.

**7.13.1** Schedules must be posted 14 days prior to the effective date of the new schedule. Extra shifts will be offered via a posted needs lists in a MultiCare-approved method for a minimum of three (3) days prior to the posting of the final schedule. Shifts will be awarded by seniority unless the senior employee would be eligible for an overtime (1.5x) or double time (2.0x) condition (includes rest between shifts, consecutive weekend, incentive, scheduled days off). In such cases, the shift(s) may be awarded the next most senior employee not in an overtime (1.5 x) or double time (2.0 x) condition (includes rest between shifts, consecutive weekend, incentive, scheduled days off). If both employees will be in an overtime or double time condition, extra shifts will be awarded on a rotating basis by seniority (equitable rotation). Once extra shifts have been distributed to FTE employees, per diem or Agency staff may be used to fill remaining shifts unless the per diem or Agency shifts placed them in overtime (1.5 x) or double time (2.0 x). If per diem or Agency staff will be in an overtime (1.5 x) or double time (2.0 x) status, additional shifts will be distributed by seniority to FTE employees first. Approved extra shifts will be posted on the final schedule.

**7.13.2** Emergent needs are defined as a hole in the schedule occurring within 24 hours of the start of the shift. If partial shift coverage is awarded another notification will be sent to all employees for the adjusted scheduling need. These shifts will be offered to all employees and awarded on a first come/first serve basis.

**7.13.3** Needs occurring with less than 12 hours' notice will be filled on a first come, first serve basis and will be paid at one and one half (1 ½) the employee's regular rate of pay.

**7.13.4** For the purposes of sections 7.13.1, 7.13.2, and 7.13.3 above, inadvertent misapplication of these provisions will not entitle the employee to back pay; rather the employee will be entitled to the next available extra shift.

### **Article 8 – Compensation**

**8.1 Wage Rates.** Employees covered by this Agreement shall be paid in accordance with the hourly wage schedules set forth at Appendix D [COVINGTON SCALE].

**8.1.1** ~~Effective the first full pay period after ratification, the wage schedule set forth in Appendix D will be increased by 2.5%. Move to the new wage scale outlined in Appendix D effective the latter of the first full pay period following ratification or July 16, 2023.~~

**8.1.2**—Effective the first full pay period on or after **November 1, 2023**, the wage schedule set forth in Appendix D will be increased by 32.0%.

#### 8.1.2

**8.1.3**—Effective the first full pay period on or after **November 1, 2024**, the wage schedule set forth in **Appendix D** will be increased by 32.50%.

**8.1.3**

**Market Adjustments.** Cooks: 2.5%; CSR: 3.25%; CNA: 2%; EVS: 2%, HUC: 1.5%, effective the first full pay period following ratification.



**One-time bonus payment as follows:**

Ratification Bonus: Employees shall receive a one-time ratification bonus, less normal offsets and taxes. This ratification bonus will be a maximum of \$500, prorated by FTE. This bonus will be paid the second full pay period following the date of ratification of the contract and will be paid to Employees employed at the time of payment.

~~The Employer will offer a \$200 bonus prorated by FTE paid on the first pay date following the second full pay period following ratification.~~

**8.2 Longevity Steps.** All employees shall receive longevity steps upon the completion of each anniversary year (12 months) of continuous employment. Longevity steps shall be effective at the beginning of the pay period closest to the anniversary date of employment.

**8.3 Effective Dates, Changes in Compensation.** Any changes in wage rates or other compensation provided for in this agreement shall become effective at the beginning of the first full pay period on or after the date designated. Advancement from one longevity step to the next shall be based upon time employed by MultiCare Health Systems.

**8.4 Recognition for Past Experience.** For purposes of placement on the wage schedule, Employees hired during the term of this Agreement shall be given credit for continuous recent applicable experience as determined by the Employer when placed on the wage scale. Incomplete applications or materials not contained in the resume and/or application at the time of hire were not and will not be considered. in accordance with the following plan:

~~a. Employees with two (2) or more years of continuous recent experience shall be employed at not less than the first (1<sup>st</sup>) longevity step above the base rate of pay.~~

~~b. Employees with four (4) or more years of continuous recent experience shall be employed at not less than the second (2<sup>nd</sup>) longevity step.~~

~~c. Employees with six (6) or more years of continuous recent experience shall be employed at not less than the third (3<sup>rd</sup>) longevity step.~~

~~8.4 Experience shall be defined as comparable experience based on the Employer's established criteria, and the Employer intends to provide experience credit for purposes of step placement on a 2:1 (1 year for every 2 years of continuous recent experience).~~

**8.4.1** If the Employer establishes a false base, the false base will become the new base, and the scale and all employees on the scale will increase by the same percentage increase to the new base.

**8.5 MHS Gain Sharing Plan.** The bargaining unit is eligible to participate in the MultiCare Health System Gain Sharing Plan on the same basis as other eligible MultiCare employees for years 20230, 2024,1 and 20252. Individual eligibility is as follows.

- a. paid a minimum of 1000 hours during the applicable plan year;
- b. is in a regular FTE position on December 31 of the applicable plan year.

The terms of the Gain Sharing Plan are determined annually by the MHS Board of Directors.

## **Article 9 – Premium Pay**

**9.1 Shift Differential.** Employees assigned to work the second (3-11 p.m.) shift shall be paid a shift differential of ~~one dollar and twenty-five cents~~two dollars (\$2.001.25) per hour over the hourly rate of pay. Employees assigned to work the third (11 p.m. – 7 a.m.) shift shall be paid a shift differential of ~~one~~three dollars and ~~twenty-five cents~~(\$3.25) per hour over the hourly rate of pay. Employees shall be paid shift differential for those hours worked on a second or third shift if a majority of hours worked are on the designated shift.

~~seventy five cents (\$1.75) per hour over the hourly rate of pay. Employees shall be paid shift differential for those hours worked on a second or third shift if a majority of hours worked are on the designated shift.~~

**9.2 Standby Pay.** Standby pay shall be paid at the rate of ~~three~~ four dollars ~~and twenty five cents (\$3.254.00)~~ per hour. An additional two dollars (\$2.00) per hour will be paid for all hours of standby assigned by the Employer beyond seventy-five (75) hours in a pay period. Standby on designated holidays as identified in this contract shall be six dollars (\$6.00) per hour. Standby pay shall be paid for actual hours on standby prior to reporting for duty. Standby pay shall not be paid when the employee is receiving the three (3) hour minimum callback guarantee, even though the employee has returned to standby status.

**9.2.1. Low Census Standby.** Employees may be assigned to either a straight low census or low census standby for either a partial shift or for the entire shift. If the employee assigned low census standby returns to work at any time during his/her regularly scheduled shift, he/she is paid at 1.5x the regular rate for the hours worked. An employee who reports to work after a partial day straight time low census is paid straight time for the remainder of his/her regularly scheduled shift. The Hospital reserves the right to cancel the standby of a low census employee before the straight time low census employee for the remainder of the shift.

**9.3 Callback Pay.** If an employee's regularly scheduled shift transitions to on call status or an employee who is in on call status has left the Employer's premises and is called back to work, any time worked shall be compensated for a minimum of three (3) hours at one and one-half (1 1/2) the regular rate. If the employee leaves the Hospital's premises before the initial three (3) hour minimum callback period has ended or chooses to stay on the premises after the initial callback has been completed, should the employee subsequently be called back again within the initial three (3) hour minimum time period, a new minimum callback period shall not occur. The Employer reserves the right to require the employee to work or remain on the premises for the three (3) hour minimum callback period if the Hospital has reason to believe the employee's services will be needed. If the minimum three (3) hour callback guarantee should overlap onto the employee's regularly scheduled shift, only the callback guaranteed hours shall be paid for during the overlapping condition. The regular rate of pay (or overtime rate if applicable) shall be paid for hours worked on the employee's regularly scheduled shift after the three (3) hour guarantee has been satisfied, unless, beginning September 1, 2020, the employee is eligible for rest between shift pay as a result of the callback time worked.

Example: Employee is assigned standby for the hours of 1500 to 1900 and is scheduled for his or her regular shift starting at 1900 and ending at 0730. The employee is called in while on standby status and arrives on the unit at 1700. The employee is paid 1.5x call back for the hours of 1700 to 2000 to meet the minimum call back requirement and is then paid his/her regular rate/straight time for the hours between 2000 and the end of the regularly scheduled shift at 0730.

**9.3.1** Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests a day off or a change in the employee's start time the following day where the employee has been called back after 11 p.m. the previous night. To be considered, the employee must notify the Employer not later than one and one-half (1 ½) hours in advance of the employee's scheduled shift if making such a request. Upon written request by the Union, the Employer will describe what good faith effort was made at the next Conference Committee.

An employee who exercises this right shall not receive an occurrence under the Hospital’s attendance/tardy policy.

**9.4 Temporary Assignment to Higher Position.** Temporary assignment to a higher position for more than four (4) hours will result in the employee being paid at the higher rate.

**9.5 Weekend Premium Pay.** Any employee who works on a weekend shall receive ~~one-two~~ dollars and seventy-five cents (\$~~12~~.75) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for premium pay calculations, except for overtime pay calculations when required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

**9.6 Lead Pay.** Employees who are assigned to work as a Lead shall receive one dollar and fifty cents (\$1.50) above the employee’s base rate of pay.

**9.7 Work in Advance of Shift.** When an employee reports for work in advance of the scheduled shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular rate of pay unless otherwise required by this Agreement. An employee who reports for work in advance of the scheduled shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

**9.8 Regular Part-Time Employees in Lieu of Benefits Premium.** In lieu of benefits, a part-time employee may elect a fifteen percent (15%) premium. This election must occur within the first ten (10) days of employment or during the Employer’s annual enrollment period, or in the event of a substantial change in family status or employment status which changes an employee’s eligibility for medical insurance coverage. The term “benefits” shall include but not be limited to PTO and EIT, paid leaves of absence, and Benefit Plans.

**Article 10 – PTO/EIT**

**10.1 Accrual.** Full and regular part-time employees shall receive Paid Time Off (PTO) and Extended Illness/Injury Time (EIT) based upon hours paid and low census hours (up to 2080 per year) in accordance with the following schedules.

<u>Years of Service</u>	<u>Total PTO and PTO-WS Sick</u>	<u>Annual PTO</u>	<u>PTO Accrual per hour</u>	<u>PTO Bank Maximum</u>	<u>PTO-WS Sick Accrual per hour</u>	<u>Annual Maximum PTO-WS Sick*</u>	<u>Annual EIT</u>	<u>Accrual per hour</u>
<u>0-4</u>	<u>200</u>	<u>148</u>	<u>.0712</u>	<u>348</u>	<u>.025</u>	<u>52</u>	<u>48</u>	<u>.0231</u>
<u>5-9</u>	<u>240</u>	<u>188</u>	<u>.0904</u>	<u>428</u>	<u>.025</u>	<u>52</u>	<u>48</u>	<u>.0231</u>
<u>10-19</u>	<u>280</u>	<u>228</u>	<u>.1097</u>	<u>508</u>	<u>.025</u>	<u>52</u>	<u>48</u>	<u>.0231</u>

<a href="#">20+</a>	<a href="#">320</a>	<a href="#">268</a>	<a href="#">.1289</a>	<a href="#">588</a>	<a href="#">.025</a>	<a href="#">52</a>	<a href="#">48</a>	<a href="#">.0231</a>
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\* Pro-rated by FTE. Accruals above are based on 2080 hours calculation.

**10.1**

**10.2** **Rate of Pay.** PTO and EIT shall be paid at the employee's regular rate of pay.

~~\* Pro-rated by FTE. Accruals above are based on 2080 hours calculation.~~

**10.3 Access to PTO Accrual.** PTO accruals are to be accessed for all absences except for those that meet EIT criteria as set forth herein. [Employees may use their PTO and PTOws-Sick banks interchangeably.](#) An employee will receive pay no less than their assigned FTE each pay period by the combination of hours worked and access to available accruals.

**10.3.1 Requirement to Access Accruals.** Employees are required to utilize accruals on any occasion when they are unable to work as scheduled unless directed not to work by management due to low census or environmental conditions (internal or external), in which event an employee may choose to either utilize accruals or to take cut hours. (Employees may not access accruals when they are off work due to a disciplinary suspension). Employees must specify if they are requesting PTOws-Sick versus PTO on DELS.

**10.3.2 Negative Balances.** Employees may not access accruals that would result in a negative balance. Employees may be denied vacation requests if their projected PTO balance would not contain sufficient accruals to cover the requested time off. In this situation, an employee may request an unpaid leave of absence. If the employee's PTO bank is below the required amount when a previously approved vacation occurs, the employee may be allowed to take the vacation with the understanding that a portion or all of the vacation will be unpaid time, subject to his/her manager's approval.

**10.3.3 Leave of Absence.** Access to accruals during a leave of absence must be taken at the employee's assigned FTE. (An employee may not access accruals at a lower or higher amount than their assigned FTE during a leave of absence.)

**10.3.4 Unpaid Time Off.** All accruals must be exhausted prior to taking unpaid time off (unless eligible for EIT access) or unless otherwise provided by applicable law.

**10.3.410.3.5 PTOws-Sick Year-End Cap.** [PTOws-Sick accruals are job-protected time off accruals granted to provide employees with paid sick time in accordance with Washington State Paid Sick Leave law and local city ordinances. PTOws-Sick will accrue without limit during the calendar year. At the conclusion of the final pay period of each calendar year, the PTOws-Sick bank shall reduce to fifty-two \(52\) hours of accruals maximum as a carry-over balance into the first pay period of the subsequent calendar year.](#)

**10.4 Access to EIT Accruals.** The purpose of Extended Illness/Injury Time (EIT) is to provide coverage to an employee for extended absences from work as a result of illness or injury of the employee (including maternity disability) or to care for the illness or injury of a family member for an extended absence allowed under the FMLA, subject to the sixteen (16) hour inaccessibility rule set out in Article 10.4.1. EIT may also be used for extended absences to care for a family member consistent with the WA State Family Care Act (FCA), subject to the sixteen (16) hour inaccessibility rule set out in Article 10.4.1.

**10.4.1 Eligibility for Access of EIT.** Employees may access their EIT accruals once they have missed their 17th consecutive scheduled hour of work. In this event, the employee's access to EIT will commence from the 17th hour of work forward and will not be applied retroactively to the first (1st) through sixteenth (16th) hour of the absence. Immediate access to EIT (without waiting period) is available due to inpatient hospitalization (including observation admit for 24 hours or greater) of the employee or the employee's family member (exclusive of Emergency Room visits), the employee's on-the-job injury, chemotherapy treatment, radiation treatment, the employee's colonoscopy, if the

employee is furloughed by Employee Health due to a verified occupational exposure in accordance with MHS policy or outpatient surgery of the employee. Immediate access to EIT for outpatient surgery is available when the surgery plus recovery period is 3 days or more (as verified by physician certification). This immediate access will apply even when the days of recovery are not scheduled work days.

**10.4.2 Workers' Compensation Access.** Employees who will receive time loss compensation under MultiCare's Worker's Compensation program may supplement their time loss payments by accessing limited accruals, up to the amount of the employee's pay for the hours the employee would

have worked had the employee been available to work. For the first sixteen (16) consecutive missed scheduled hours of work the employee must access his/her PTO accruals, upon missing his/her seventeenth consecutive scheduled hour of work, the employee may access their EIT accruals.

**10.4.3 Re-injury/Relapse.** When an employee attempts to return to work and, within 48 hours of that return to work, is unable to continue to work due to the same illness or injury (of themselves or of the family member pursuant to State and Federal law) which had precipitated their absence, if EIT had been accessed previously, EIT may be accessed again despite the break in consecutive scheduled hours off. EIT may not be utilized retroactively, but from the 17th missed work hour forward.

**10.4.4 Family Leave.** EIT may be accessed for any period of disability associated with pregnancy or childbirth in accordance with the criteria set forth herein, so long as appropriate medical certification is submitted reflecting the length of the disability period. However, EIT may not be accessed for the non-disability portion of maternity/paternity or family leave.

**10.5 Premium Pay and PTO Access for Holiday Work.** Any hourly employee who works on a designated Premium Pay Day will be paid time and one-half (1-1/2) for all hours worked on that day. In addition, employees may also access their PTO accruals for up to their regular shift length on any Premium Pay Day.

**10.5.1 Premium Paydays.** Premium paydays are New Year's Day, ~~President's Day~~, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For purposes of premium pay, the time period from 3:00 p.m. December 24 to 11:30 p.m. December 25 shall be recognized as Christmas. 11 p.m. December 31 to 11:30 p.m. January 1 shall be recognized as New Years.

**10.6 Termination of Benefits.** Cash out of accruals will be paid to employees who terminate in good standing, who change to non-benefit eligible status, or who choose pay in lieu of benefits during open enrollment as follows:

- a. PTO accruals paid at 100%
- b. EIT accruals paid at 25% for hours in excess of 240

**10.6.1 "Good Standing" Defined:** An employee is not "in good standing" if they are being discharged for cause, if they have given insufficient notice of resignation in accordance with contractual requirements or have failed to work out their notice period (i.e., calling in short notice for remaining shifts absent a medical certification. If an employee takes PTO that has not been previously approved prior to his/her notice, the employee must extend the notice period for the amount of PTO taken or will not be considered to be in "good standing."

**10.7 PTO Cash Out Option.** During a designated time frame each year that is consistent with the policy for other employees of the Hospital, employees with a PTO balance equal to or greater than 200 hours may choose to cash out up to forty (40) hours of their PTO balance, provided that their balance does not drop below 200 hours.

**10.7.1** During November of each year, an additional cash-out period shall be had but only PTO-WS may be cashed out. However, employees shall maintain a minimum of eight (8) hours in their bank.

**10.8 PTO Donation.** An employee with a PTO balance of equal to or greater than forty (40) hours can



donate up to ~~sixteen-sixty~~ (160) hours per year of their PTO to another employee who has a qualifying illness under the PTO donation policy who is benefit eligible, and who has exhausted their PTO and EIT accruals. The rate of pay for a donated hour of PTO is the donor's rate. However, the donating employees' PTO balance must not drop below twenty-four (24) hours.

## 10.8

**10.9 Scheduling.** All vacation time must be scheduled in advance in accordance with Hospital policies and approved by the Employer. The Employer shall retain the right to determine policies of scheduling Paid Time Off (PTO). Employees shall present written requests for PTO by the tenth (10<sup>th</sup>) of each month with approval granted by the twentieth (20<sup>th</sup>) of the same month. Requests for scheduling PTO can be submitted for the upcoming twelve (12) month period. Updated vacation schedules will be posted in a MultiCare-approved format/method on the twentieth (20<sup>th</sup>) of each month. In case of conflicting requests by employees for PTO or limitations imposed by the Employer, seniority shall prevail in assigning PTO. Once approved, an employee's PTO cannot be bumped by a subsequent request by a more senior employee. PTO requests during holidays shall be assigned using the department's designated method of assignment and departments will make an effort to equitably rotate scheduling of PTO in accordance with its method of assignment. Employees shall be permitted to take more than two (2) consecutive weeks with approval of the Employer. The Employer shall have the right to schedule vacation in such a way as will least interfere with patient care and work load requirements of the Hospital. Patient care needs will take precedent over individual requests. Generally, vacation time may not be taken in increments of less than the employee's regular workday. Under special circumstances, and only when approved by the Employer, partial days may be granted. Vacation scheduling shall be a proper subject for the Conference Committee.

**10.10 Short Notice Requirements.** In case of illness or other personal emergency requiring a short notice absence, the employee is required to notify their supervisor or designee immediately, but not less than two (2) hours prior to the beginning of their shift in nursing departments (one (1) hour for non-nursing departments), or in compliance with any other facility or department-specific policy. Each department will develop a system/procedure so that the employee will only be required to make one (1) telephone contact with the Employer notifying the Department Manager that the employee will be absent from work due to illness or injury.

**10.11 Proof of Illness.** The Employer reserves the right to require reasonable written proof of illness or injury. If proof of illness is required, the employee will be informed in advance or when the employee calls in sick. Where the Employer has left a message on the nurse's telephone answering machine or has attempted to reach the nurse at home prior to the employee's return to work, such communication shall constitute receipt of notice by the employee that proof of illness is required. Proven abuse of sick leave will be grounds for discharge. Prior to any discipline for excessive absenteeism, the Employer will counsel affected employee regarding their sick leave use. Excessive absenteeism will be subject to counseling/disciplinary action consistent with Article 5.6 of the Agreement.

## **Article 11 – Leaves of Absence**

**11.1 General.** All leaves are to be requested from the Hospital in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Hospital within thirty (30) days. For purposes of eligibility for leave for part-time employees, one (1) year shall equal twelve (12) consecutive calendar months. A leave of absence shall begin on the first day of absence from work.

**11.2 Maternity Leave.** After completion of the probationary period, leave without pay shall be

granted upon request of the employee for a period of up to six (6) months for maternity purposes,

without loss of benefits accrued to the date such leave commences. The Employer shall return the employee to the same unit, shift and FTE status, if the employee returns from the maternity leave at the end of the disability as certified by the physician. For employees not entitled to Family leave in Section 11.3, requests for maternity leave in excess of the disability period shall be subject to meeting proper staffing requirements as approved by the employee's director. For employees employed less than one (1) year, time off for the actual period of disability will be allowed.

**11.3 Family Leave.** As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. 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 (same department, FTE and shift) at the conclusion of the leave.

**11.4 Health Leave.** After one (1) year of continuous employment, a leave of absence for a period up to six (6) months may be granted without pay for health reasons upon the recommendations of a physician, without loss of accrued benefits. The Employer shall guarantee employee's position if the employee returns from the health leave within eight (8) weeks of the commencement of the leave, the Employer will thereafter make a good faith effort to hold the employee's position for an additional four (4) weeks. In the event the Employer is required to fill the position due to business necessity between the ninth (9<sup>th</sup>) and twelfth (12<sup>th</sup>) week period, the employee will be notified and given the opportunity to return to work. If the employee is unable to return to work at that time, the employee when returning from the health leave of absence will then be offered the first available opening consistent with the job description held by the employee prior to the leave of absence. EIT to the extent accrued and accrued PTO pay will be used during the leave of absence in accordance with the Hospital's policy. This leave of absence shall run concurrently with any leaves of absence provided by state or federal law.

**11.5 No Benefit Accrual.** An employee on a leave of absence without pay will not continue to accrue benefits during the leave, but there shall be no loss of previously accrued benefits if the employee returns to work at the end of the allowed leave.

**11.6 Return from Leave.** Except as otherwise provided in this Article, if a leave of absence, either alone or in conjunction with paid time off, does not exceed thirty (30) days, an employee will be entitled to return to the employee's former job, provided that the employee returns at the end of the scheduled leave. If a leave exceeds thirty (30) days, the Employer does not guarantee that the employee can return to the employee's former position, but the employee will be eligible for the first available similar position without loss of accrued benefits, provided that the employee is available to return to work on or before expiration of the leave.

**11.7 Educational Leave.** After one (1) year of continuous employment, permission shall be granted for leave of absence for up to nine (9) months without pay for job-related study approved by the Employer. This leave may be extended to one (1) year if the academic program requires a full year's absence. Employees who take unpaid educational leave time will not be guaranteed a position when returning to work after their leave.

**11.7.1 Continuing Education Paid Leave.** Employees may request up to five (5) days of educational leave with pay per year. Such leave shall be subject to budgetary requirements of the employer, scheduling requirements of the Employer and approval by the Employer of the subject matter to be studied, and shall not be granted for any meetings related in any way to labor relations or collective bargaining activity.

**11.7.2 Required Training.** If the Employer requires an employee to attend an outside workshop or institute, the employee will receive his/her regular rate of pay, tuition and reasonable expenses in accordance with MultiCare policy.

**11.8 Bereavement Leave.** An employee may be allowed up to three (3) working days off with pay in case of a death in the employee's immediate family. Upon request, the Hospital may grant two (2) additional days of unpaid leave or paid vacation leave when extensive travel is required (more than 250 miles one-way). Immediate family shall be defined by the following relationships of birth, adoptions or marriage for the purpose of this section: spouse, child or step-child, sister or brother or step-sibling, parent, grandparents of employee and spouse, grandchild, parent of spouse, brother or sister of spouse, any relative living in the same household, or domestic partner (City of Seattle definition).

**11.9 Military Leave.** Leaves without pay for military duty shall be granted in accordance with applicable law.

**11.10 Jury and Witness Duty.** A regular full-time employee who is required to serve on jury duty on a regularly scheduled work day, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between the employee's jury duty/witness fee pay and the employee's straight time rate pay up to the employee's FTE, for time spent in jury duty or testifying, provided that the employee notifies the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the summons or subpoena imposes a hardship upon the Employer. Employees who serve as jurors or a witness on behalf of the Employer will be administratively assigned to the day shift for the duration of the jury duty and/or witness testimony.

**11.11 Union Leave.** Employees will be afforded an option of requesting an unpaid leave of absence to attend Union Executive Board meetings, officer meetings, Shop Steward meetings, annual lobbying day and training sessions or Union conventions. Such leaves may be approved subject to unit/department and patient care needs.

## **Article 12 – Benefit Plans**

**12.1 Flexible Benefits (Medical, Dental and Life) Insurance.** For new hires and transfers into the bargaining unit as of January 1, 2019, benefits eligibility shall be effective beginning the first of the month following thirty (30) days of continuous employment as a benefit's eligible employee. All full-time and all part-time employees regularly scheduled to work thirty (30) or more hours per week (0.75 FTE) shall be eligible for the Employer's flexible benefits insurance plan providing medical, dental and life insurance benefits.

Employees will have the option of participating in a MultiCare sponsored Wellness Plan. Those who

choose not to participate will be subject to health insurance premium surcharge.

**12.1.1 Part-Time Employee Benefits.** Part-time employees regularly scheduled to work sixteen (16) or more hours per week and desiring medical, dental and life insurance may sign up for the Hospital's flexible benefits plan and the Hospital will pay for one-half (1/2) of the employee only premium, with the remainder to be paid by the employee.

**12.1.2 Health Plan Premiums.** The Employer will maintain health plan premium rates through 2019. For plan years 2020, 2021 and 2022, the Employer agrees that any premium increases will be shared equally by the employee and Employer, except that the employee share shall not exceed a maximum of fifty dollars (\$50.00) per month, and in no event will bargaining unit employees be required to pay premium rates that exceed the rates paid by non-represented employees.

**12.1.3 Grandfathered Employees.** For the term of this agreement, employees in the bargaining unit before January 1, 2020, shall remain fulltime benefits eligible at twenty-four (24) or more hours per week (.6 FTE) so long as the employee remains employed with MultiCare.

**12.2 Retirement Plan.** Employees shall participate in the Employer-sponsored Retirement Account Plan on the same basis as Puget Sound Region employees and in accordance with the governing Plan document.

**12.3 Life Insurance.** The level of benefits under the Employer's Group Life Insurance Plan in effect on the effective date of this Agreement, as those benefits relate to bargaining unit employees, shall not be reduced during the term of this Agreement.

**12.4 Workers' Compensation.** Workers' Compensation insurance shall be provided by the Employer subject to employee contributions provided for in the present Industrial Insurance Act or as subsequently amended.

**12.5 Unemployment Compensation.** Unemployment compensation shall be provided by the Employer as required by law.

**12.6 Plan Changes to Health Insurance.** Other costs, such as deductibles, co-pays, co-insurance, out of pocket maximums etc. for the health benefit plans shall remain unchanged through calendar year 2020. Changes to in and out-of-network providers are not considered to be changes to the Employer's health benefit plans. For the years 2021 and 2022, in the event the Employer modifies its current health benefit plans or provides an alternative plan(s), the Employer will negotiate the proposed plan changes with the Union. The Employer shall notify the Union at least thirty (30) days prior to the benefit election period. Nothing herein re-opens any provision of the parties' Collective Bargaining Agreement. Premium rate changes made in accordance with Article 12 of this Agreement are not considered to be plan changes under this Letter of Understanding.

### **Article 13- Grievance Process**

**13.1 Grievance Defined.** A grievance is defined as any alleged breach by the Employer of any express term of this Agreement. If any such grievance arises, it shall be submitted to the following procedure. In order to be subject to the following procedure, any grievance must be submitted at the first

applicable step within fourteen (14) calendar days from the date when the employee or the Union was aware, or reasonably should have been aware, that a grievance existed. All grievances not filed within the fourteen (14) day period are deemed waived by the aggrieved party.

**13.1.1 Time Limits.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute a withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the nurse.

**13.1.2 Step One Written Warnings.** The Employer and Union agree that should the Union not grieve a Step One Written Warning, the Union reserves the right to challenge the basis for the Step One Written Warning if the Step One Written Warning is used as the basis for further discipline up to and including discharge.

**13.2 Step 1. Employee and Immediate Supervisor and/or Department Head.** If an employee has a grievance, the employee and the Unit/Union Representative, must first present the grievance in writing to the immediate supervisor (or Department Head) within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor and/or Department Head shall meet with the employee (and Unit/Union Representative) in an attempt to resolve the problem. The immediate supervisor (or Department Head) shall respond in writing to the employee within fourteen (14) calendar days following the meeting with the employee. Should the immediate supervisor and/or Department Head and the employee meet to resolve the grievance, a Unit Representative and a Human Resources representative may attend the meeting.

**13.3 Step 2. Employee and Director of Employee and Labor Relations.** If the matter is not resolved to the employee's satisfaction at Step 1, the employee and Union shall present the grievance to the Director of Employee and Labor Relations (and/or designated representative) within seven (7) calendar days of the immediate supervisor's decision. A conference between the employee (and the Unit or Union Representative) and the Director of Employee and Labor Relations (and/or designated representative) shall be held. The Director of Employee and Labor Relations (and/or designated representative) shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

**13.4 Step 3. Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specific to Steps 1 and 2 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Director of Employee and Labor Relations or designee. After notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, the Union shall promptly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator.

**13.4.1** The Arbitrator's decision shall be final and binding on all parties, subject to following terms and conditions. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify 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. If the Arbitrator finds that the Employer was not limited by this agreement from taking the action grieved, the Arbitrator shall have no authority to limit the Employer's action and shall not substitute his or her judgement for the Employer's so long as the judgement was reasonably exercised. Any dismissal by the Arbitrator, whether on the merits or procedural grounds, shall bar any further arbitration.

**13.4.2** Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expense jointly incurred by mutual consent incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

**13.4.3** Except where specifically provided elsewhere in this Agreement, neither party shall be required during the term of this Agreement to provide the other party with any data, documents or information in its possession or under its control for any purpose except insofar as it may be relevant to a pending grievance or to pending negotiations for a renewal collective bargaining agreement. If necessary, the Arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

**13.5** **Mediation.** The parties may agree to use the mediation process in the attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process.

#### **ARTICLE 14 – CONFERENCE COMMITTEE**

Three (3) unit representatives appointed by employee's in the bargaining unit will, along with appropriate representatives of the Hospital, constitute the Conference Committee. Unless otherwise agreed, the Conference Committee shall meet on a quarterly basis for considering suggestions for improvements in quality of patient care, employee relations, or any other matter of mutual concern to the employees and the Employer. If an agenda item is not presented by either party at least five (5) days in advance of a scheduled meeting, the meeting will be cancelled. No modifications to this Agreement will be made by the Committee, unless authorized representatives of both the Union and the Employer agree in writing. Actual time spent attending scheduled Conference Committee meetings will be considered paid time at employee representatives' applicable rate of pay, except that employee representatives who attend meetings on a date/time when they are not scheduled to work, will not be eligible for overtime, extra shift pay, or any other premium pay (including, but not limited, rest between shift premium). The Employer will release employee representatives to attend the meeting(s), provided that patient care and/or operational needs permit.

#### **ARTICLE 15 – SAFETY COMMITTEE**

The Safety Committee will be the proper vehicle to investigate safety issues and discuss safety issues relating to the workplace. The Safety Committee shall include bargaining unit employees with not more than one (1) from each department, along with other employees of the Hospital and appropriate representatives of the Hospital. Three (3) bargaining unit employees who serve on the Committee will



be appointed by the Union. The Union shall be responsible for providing names to the Employer each December for membership for the following year. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee. Safety Committee agendas will have a standing agenda item that addresses workplace violence.

#### **ARTICLE 16 – NO STRIKE/NO LOCKOUT**

**16.1 No Strike.** It is agreed that during the term of this Agreement, there will be no strikes, including any sympathy strikes, work stoppages, picketing, hand billing, walkouts, slowdowns, boycotts or any other activity that interrupts or impedes work, or the delivery of goods, services or patients to the Hospital. No officers or representatives of the Union shall authorize, instigate, aid or condone such activity. In the event of any such activity, the Union and its officers and agents shall do everything within their power to end or avert the same. Any employee participating in any of the activities referred to above, including the refusal to cross a picket line posted by any other labor organization or any other party, shall be subject to immediate dismissal, permanent replacement, or lesser discipline, at the Hospital's discretion.

**16.2 No Lockout.** The Hospital shall not engage in any lockout during the term of this Agreement.

#### **ARTICLE 17 – GENERAL PROVISIONS**

**17.1 State and Federal Laws.** 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 provision 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 negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

**17.2 Contract Minimums.** Nothing contained herein shall prohibit the Hospital, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

**17.3 Waiver.** During the life of this Agreement, the Union agrees that the Hospital shall not be obliged to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement, or discussed during the negotiations which resulted in this Agreement.

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

#### **ARTICLE 18 – DURATION AND TERMINATION**

This Agreement shall be in effect upon the date of ratification, and shall continue in full force and effect through and including December 3, 202~~5~~<sup>2</sup>. Should either party decide to modify or terminate this Agreement on December 3, 202~~5~~<sup>2</sup>, it shall serve written notice on the other party no more than one hundred twenty (120) days and no less than ninety (90) days prior to that date. In the event of an inadvertent failure by either party to give the requisite notice, such party may give written notice at any subsequent time prior to the termination date of this Agreement. If notice is given in accordance with

provisions of this section, the expiration date of the contract shall be the ninetieth (90th) day following such notice.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023—.

**COVINGTON MEDICAL CENTER**

**UNITED FOOD AND COMMERCIAL WORKERS'  
UNION, LOCAL ~~300021~~**

\_\_\_\_\_  
~~Executive Director, Human Potential~~

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## APPENDIX A

### Ten (10) Hour Agreement

In accordance with Article 7.3 of the Agreement, employees may agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein:

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 ½) hours to include one (1) thirty (30) minute unpaid lunch period, and two (2) paid breaks of fifteen (15) minutes each. Shift start times shall be determined by the Employer. Employees will be asked to sign individual shift agreements memorializing these work day terms.
2. Overtime. The work period for overtime computation purposes shall be a seven (7) day period, as determined by the Employer. Employees working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the ten (10) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than two (2) hours beyond the end of a scheduled shift, all overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x).
3. Shift Differential. If the majority of the hours of the employee's regularly scheduled shift fall within the designated evening (3-11 p.m.) or night (11 p.m. – 7 a.m.) shift period, the employee shall receive the shift differential for the entire shift. This paragraph supersedes any contrary language set forth in applicable provisions of the Agreement.
4. Rest Between Shifts. Article 7.10 of the Agreement applies in its entirety with the exception being that the length of the rest period for employees covered by this Addendum shall be ten (10) hours, rather than eleven (11) hours, and beginning September 1, 2020, shall be ten (10) hours rather than twelve (12) hours.
5. Notification. Ten (10) hour shift employees unable to continue this innovative shift should notify the supervisor as soon as possible, in any event with no less than two (2) weeks' notice. Reassignment is contingent upon an appropriate shift schedule vacancy being available.

## APPENDIX B

### Twelve (12) Hour Agreement

In accordance with Article 7.3 of the Agreement, employees may agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein:

1. Work Day. The normal work day shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 ½) to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer. If an employee wishes to have an additional unpaid meal period of thirty (30) minutes during the twelve (12) hour shift, the employee must notify the Employer in writing, so that the Employer can accommodate scheduling. Twelve (12) hour shift schedule employees who are required to remain on hospital premises and be available to respond to urgent patient care needs during their meal period shall work 12 hours with a paid thirty (30) minute meal period. Employees will be asked to sign individual shift agreements memorializing these work day terms.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Employees working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 ½) times the regular rate of pay for the first two (2) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift shall be paid at double time (2x).
3. Rest Between Shifts. Article 7.10 of the Agreement applies in its entirety, except that the length of the rest period shall be eight (8) hours rather than eleven (11) hours, and beginning September 1, 2020, shall be ten (10) hours, rather than twelve (12) hours.
4. Shift Differential. If the majority of the hours of the employee's regularly scheduled shift fall within the designated evening (3 – 11 p.m.) or night (11 p.m. – 7 a.m.) shift period, the employee will receive the shift differential for their entire shift. This paragraph supersedes any contrary language set forth in the applicable provisions of the Agreement.
5. Notification. Twelve (12) hour shift employees unable to continue this innovative shift should notify the supervisor as soon as possible, in any event with no less than two (2) weeks' notice. Reassignment is contingent upon an appropriate shift schedule vacancy being available.

## APPENDIX C

### NINE (9) MONTH POSITIONS

In accordance with section 7.3 of the agreement, between the Hospital and the Union, employees may, on an individual basis, agree to work a nine (9) month position in units designated by the Employer. The number of nine (9) month positions, FTE and units in which the positions are available is at management's discretion. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Management will determine the 9-month period for each individual position designated as a 9-month position. For example, a 9-month position may begin each September and run through June of the following year. The specific beginning and end date of each 9-month period will be determined by management on a unit by unit and position by position basis.

2. Each position will include a 3-month hiatus during which the employee will not be regularly scheduled to work and is not expected to fulfill his or her FTE. The employee may access his/her PTO bank or take low census hours up to the assigned FTE during the hiatus period. The employee will be permitted to pick up shifts in any unit in which he/she is competent and qualified to work on an on-call basis during the hiatus period.

3. Benefits. The employer will maintain its portion of health and dental benefits during the hiatus period. An employee who chooses to maintain dependent benefits during the hiatus period may choose from the following options. The employee may change his/her choice one time per year during open enrollment with an effective date of January of the following year. The employee will be required to make his or her selection in writing and attend a briefing with Benefits upon acceptance of the position.

a. The employee may use banked PTO during the hiatus period at a reduced FTE rate to cover dependent benefits costs.

b. The employee may choose to pay COBRA premiums for the hiatus period in order to continue benefits for dependents.

c. The employee may choose increased payroll deductions during the 9-month period such that the employee's portion of the annual dependent medical premium is paid over the 9-month period and dependent benefits are continued during the hiatus period.

**APPENDIX D**

**2019, 2020 and 2021 WAGE SCALES**

*(INSERT)*

## LETTERS OF UNDERSTANDING

### Letter of Understanding Regarding Dress Code

Employees are required to adhere to the Employer's dress code guidelines. If the Employer changes its dress code guidelines, it will provide notification to the Union of that change and, upon request, discuss those changes with the Union.

### Letter of Understanding Regarding Incentive Pay Plan:

The Employer reserves the right to create an Incentive Pay Plan ("IPP") to incentivize employees to pick up extra shifts due to position vacancies, high census, leaves of absence, or other emergent needs. The Employer has discretion to determine the terms and conditions of the IPP, and discretion to determine which shifts and units will be eligible.

### ~~Union Grievance Regarding Violation of Code of Conduct~~

~~The Union will withdraw its grievance (without prejudice) relating to MultiCare's alleged violations of the Code of Conduct during the 2018 Union election at Covington Medical Center. The parties acknowledge and understand that the Union shall be barred from pursuing further a Code of Conduct grievance concerning the underlying facts and circumstances arising from the 2018 Covington Medical Center Union election.~~

### Union Acknowledgment Regarding Successor Article Intent

The Union acknowledges that the successor language set forth in Article 1.3 does not apply to disputes between the Parties on subcontracting of employees.

### ~~Letter of Understanding Regarding Bargaining Team Member PTO and EIT Accruals~~

~~In the event that: (1) the parties reach a tentative agreement no later than the conclusion of the November 19, 2019 bargaining session, and; (2) the terms of such a tentative agreement are thereafter ratified by the bargaining unit, the Employer shall retroactively credit bargaining team members for PTO and EIT accruals for time spent in negotiations (including caucus time) of up to 8 hours (or 12 hours if that is the employee's regularly scheduled shift) in each day for the scheduled negotiations sessions. In the event that any of the conditions set forth in this agreement are not satisfied by the Union and bargaining team members, the Employer will have no obligation to credit benefit accruals for time spent in negotiations.~~

### ~~Letter of Understanding Regarding Family Birth Center Low Census Process: Within sixty (60) days~~



following the ratification of this Agreement, upon the Union's request, the Employer will meet with a

Union Representative and employees in the Family Birth Center to discuss the low census process and employee concerns.

**LOU Regarding Internal Equity Review:** MultiCare will conduct an internal equity review of all employees in the bargaining unit based upon the relevant recognition for past experience applicable to new hires (Article 8.4) to be completed within six (6) months of ratification. The purpose of this review will be to evaluate appropriate placement on a higher step of the step schedule (if warranted, based upon said review and in the sole opinion of the Hospital). The review will be based on the materials submitted by the employee at the time of most recent hire to employee's current position with MultiCare Health System, and the employee's work history with MultiCare Health System since that most recent date of hire. Human Resources will inform employees of the adjusted rate. Any adjustments to the employee's rate of pay will apply prospectively only, effective the first full pay period following the date of communication of the decision to the employee by Human Resources. If an employee disputes Human Resources' decision, the employee may request a meeting with Human Resources to discuss the dispute. A union representative may accompany the employee to any such meeting. Following this meeting, Human Resources will respond to the employee's request within thirty (30) days, in writing, and such decision shall be final. Disputes under this Letter of Agreement will not be subject to the grievance process set forth in the Hospital's and the Union's Collective Bargaining Agreement.

**LOU Regarding RBS Pay After Call: This LOU expires on August 31, 2020 or on the date that the Hospital is able to automate payment of Rest Between Shift pay following worked call hours, whichever is earlier.** Effective upon ratification of this Agreement, employees who, pursuant to Article 9.3, will be eligible for payment of Rest Between Shift pay following worked call hours on or after the first payroll period on September 1, 2020, shall track the number of hours for which they believe they are eligible for such Rest Between Shift Pay, and on a quarterly basis (on a date established by the Hospital), submit those hours to their manager and Human Resources. The Hospital will verify and calculate a lump sum bonus equivalent to the amount of applicable RBS pay, less applicable withholdings and deductions. Employees understand that the verification and payment process may take up to 30 days following submission of their work hours. This LOU applies only to RBS pay after call, and does not require the Employer to calculate/include the difference in applicable RBS periods effective the first full payroll period following September 1, 2020. Further, this Article only applies if employees are employed at the Hospital on or after the date of payment of the bonus. Current employment is a condition of eligibility for this bonus.