Agreement by and between UFCW 3000 and Providence Credena Health

Pharmacy Technicians

Effective through 11/10/2025



Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law."

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:



You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.



Management cannot retaliate against an employee requesting representation.

Management must delay questioning until the union steward arrives.



It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

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ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for all regular full-time, regular part-time Pharmacy Technicians employed by the Employer at its Credena Health Pharmacy Monroe, located at 19200 N Kelsey St, Monroe, WA, 98272: covered by the National Labor Relations Board Certification in Case No. 19-RC-288732, excluding all other employees, manager, confidential employees, guards, and supervisors as defined by the Act.

1.2 The Employer shall inform any legal successor that there is a Collective Bargaining Agreement is in place and shall encourage the successor to honor the collective bargaining agreement.

1.3 In the event the Employer decides to subcontract bargaining unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union Sixty (60) days' advance written notice. During this notice period, the Employer and the Union will meet to negotiate the effects and discuss alternatives to contracting out the work. The use of temporary staffing, such as agency or traveler staffing, will not be construed as contracting unit work.

ARTICLE 2 - UNION MEMBERSHIP

2.1 Membership. Employees who are employed on the date of ratification of this Agreement and who do not wish to be members of the Union may decline membership in the Union by providing written notice of such intent to the Union by mail, with a postmarked or sent date on or before the date following fourteen (14) days of the date of ratification. Employees who have declined to become a member of the Union or have already sent a notice withdrawing from membership do not need to take any further action. In the event the employee has not provided such notice, the employee shall be required, as a condition of employment, to join the Union within fourteen (14) days of the ratification of this Agreement or pay a fair share/representation fee and to maintain membership and/or pay the required fees consistent with this article.

2.1.1 Employees hired after execution of this Agreement shall be required as a condition of employment to join the Union within seven (7) days of the date of hire and to maintain membership in the Union for the duration of the Agreement. Provided however, this provision shall not apply to any employee who declines joining the Union by providing written notice of such intent to the Union with a copy to Human Resources, within seven (7) calendar days of the employee's date of hire and/or date of transfer into the bargaining unit. A copy shall be placed in the employee's personnel file.

2.1.2 Employer will notify employees of membership requirement at time of hire or transfer. Employees who fail to maintain membership requirements as defined herein shall be discharged by the Employer within thirty (30) calendar days after receiving written notice from the Union.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes and has not revoked 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 nurse 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 deduction made from the wages of such employee.

2.3 Bargaining Unit Roster. Monthly, the Employer shall furnish a list of names, employee ID numbers, addresses, job classification, unit, shift, dates of hire, rate of pay, and FTE status of those covered by this Agreement. The Employer will provide the Union with a list of names, social security number, and addresses of new hires, and terminations with the date of hire/termination on a monthly basis. The parties agree that because information contained in the roster is confidential, the exchange of such information must be made in a secure manner (i.e. ProvSecure, hand delivery, or other encryption).

2.4 Meeting Rooms. Subject to availability, the Union shall be permitted to use designated premises of the Employer for meetings of the bargaining unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to and approved by the Employer.

2.5 Union Leave. Members, elected officers, and representatives of UFCW Local 3000 will be allowed up to three (3) months of unpaid time off for Union business as necessary provided it does not conflict with staffing requirements as determined by the Employer. Employees may use accrued paid time off if they choose. This leave may be extended only by mutual agreement.

2.6 Voluntary Political Action Fund Deduction. Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate 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 payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demand, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made form wages of such employee. The parties recognize that the Union is obligated under the Federal Election campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the deduction check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) for all amounts deducted pursuant to the Political Action Fund check off

provision in the parties' Collective Bargaining Agreement will be used to reimburse the Employer for its reasonable costs of administering the check off.

ARTICLE 3 - UNION REPRESENTATION

3.1 Union Representatives-Access. The Union's duly authorized representatives shall have access to the Clinic's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, excluding employee lounges and pharmacy space restricted to authorized licensed personnel; provided, however, the Union Representative will notify Human Resources in advance of entering and will notify upon leaving the Clinic. Such visits shall be subject to the same rules generally applicable to other non-employees and shall not interfere with patient care.

3.1.1 Access. The Union representative shall have access to the premises during declared states of emergencies and policies pertaining to such, as long as the union representative does not displace an employee or the customer on the premises, and/or the union representative's presence does not exceed the maximum capacity provided for in the premise.

3.2 Bulletin Boards. With prior approval by the Human Resources Office and a copy to the Human Resources Office, the Union shall be permitted to post announcements and notifications of Union activities signed by a designated Union Steward/Union Representative in the space provided on bulletin boards designated by the Employer. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.3 Employment Agreement. The Employer will give the link (https://ufcw3000.org/find-a-contract) to this Agreement and the employee's job description to each employee during the hiring process. The Union shall be responsible for the printing of this Agreement, including the entire cost thereof, and shall provide the Employer with sufficient copies to be available in the department.

3.4 Bargaining Unit Representatives. The Employer agrees to recognize Uniondesignated stewards or and representatives of the Union. The Union will provide the Employer with a list of those recognized as 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 patient care. A representative's attendance at an investigatory meeting outside of his/her scheduled work hours shall not be considered hours worked, and the representative will not receive compensation for the time spent attending the meeting, unless otherwise requested by management.

3.4.1 One (1) shop steward will be allowed thirty (30) minutes paid release time to meet with new employees during each new employee orientation session.

3.4.2 New Hire Orientation. By the end of the week prior to each new employee orientation, the employer will make available to the Union a list of all

bargaining unit employees then scheduled for orientation. This list shall include the date of orientation, name, FTE, phone number, job classification, start date, shift, department, unit and campus of each new bargaining unit employee attending the orientation.

The Employer shall provide the newly hired employee a link to the Union's new employee orientation page: <u>https://www.ufcw3000.org/new-members.</u>

ARTICLE 4 - MANAGEMENT RIGHTS

Except as may be limited by an express provision of this Agreement, and applicable Federal law, all rights to manage the facilities and direct the working forces are vested exclusively in the Employer. This Article is to be interpreted broadly and is intended as a clear and unmistakable waiver of the subject matters identified. The management rights as to which the Employer may so act include, but are not limited to: determining its services, methods for delivering services, operations; the right to discontinue or transfer processes, services, or operations; to sell or lease the business free of the liabilities of this Agreement; to introduce new or different methods, processes, procedures, technological changes, equipment or facilities; to automate job functions or duties, to determine, or redetermine, the methods, processes, equipment, and materials to be employed; to subcontract work; to hire or contract for temporary employees to perform work, to establish or continue policies, practices, or procedures; to establish, modify and enforce reasonable rules and regulations on any matter whatsoever, including, but not limited to, employee conduct, discipline, and safety policies and procedures, as well as work activities, and to amend and revise current policies, rules, and regulations without first having to bargain with the union to impasse or agreement; to select and to determine the number and types of employees required; to determine or redetermine the number and kinds of classifications required; to assign work covered by this Agreement in accordance with the requirements determined by management; to establish and change work schedules, shifts, duties and assignments; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty; to establish wage rates for new or changed classifications or positions; to establish work or performance standards; to shut down for any reason necessary; to suspend, discharge, or otherwise discipline employees for nondiscriminatory, legitimate reasons; to fix standards of quality and quantity for work to be done; to determine job content; to discontinue and modify past practices of any nature; to alter, rearrange, combine and/or eliminate jobs, positions, job classifications or descriptions and to take whatever action is necessary to carry out any functions of the Employer in order to promote efficiency, order, and productivity. All matters not covered by the language of this Agreement shall be administered by the employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Discipline and Discharge. No full-time or part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of a progressive discipline (such as verbal and written reprimands and the possibility of suspension).

A copy of all written disciplinary actions shall be given to the employee. An employee may request the attendance of a Union Representative during any investigatory meeting which may lead to disciplinary action. Employees will not be counseled, disciplined and/or discriminated against for appropriately raising patient care-issues.

5.2 Notice of Resignation. Employees who give resignation will receive their accrued (PTO) Paid Time Off on their final paycheck.

5.3 Nondiscrimination. The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable laws, against any employee by reason of race, color, religion, creed, sex, national origin, age, marital status, sexual orientation gender identity or expression, or sensory, mental or physical disability, subject to occupational requirements and ability to perform within those requirements, or membership or rejection of membership in the Union. The matters set forth herein shall be interpreted consistent with the requirements of the Employer under applicable law.

The Employer further agrees to enact practices that promote equity, diversity, and inclusion in the workplace, and aspire to actively build an organizational culture and inclusive work environment where everyone feels heard, respected and engaged. These shall include developing inclusionary practices, training to them, and identifying new and emerging best practices that further these goals. The Employer shall provide employees adequate access to all-gender restrooms. The Employer respects the rights of all Employees to make their pronouns known and to have their pronouns be honored. The employer shall make every effort to_honor the chosen name any employee would like to use on their ID Badge and, email and any other identification that is not legal documentation that can be viewed by the general public. The employer will not unreasonably deny updates to ID badges/Emails when requested with a chosen name.

Employees are encouraged to promptly contact the Human Resources Department, in writing or verbally, in the event they believe they have been unlawfully discriminated against in terms of their employment in violation of this Section. The Human Resources Department will conduct an impartial investigation including a meeting with the employee (if requested) and will provide a written update on the status of the investigation within thirty (30) days of the date the employee submitted the complaint to the Human Resources Department. If the complaint is not satisfactorily resolved, it may be submitted by the employee to the appropriate administrative agency. Complaints alleging a violation of this article shall not be subject to Article XX.2, "Step 5 - Arbitration".

5.4 Evaluations. The Employer shall maintain a system for performance appraisal of skills providing for electronic written evaluation prior to or upon the completion of the probationary period and annually thereafter. Electronic access of the evaluation shall be given to the employee at the time of the evaluation.

5.5 Modification to Personnel Actions. Employees will be notified of changes in conditions of employment, (including numbers of hours to be worked, unit and shift), change of position or leave of absence. Notification will be provided in person, by telephone, by email or other written communication according to the preference of the manager. All information is available electronically.

5.6 Personnel Files. Employees may review their personnel files. Upon request, an employee shall receive a copy of any materials contained in his or her file. Warning notices shall be removed upon mutual agreement of the employee and Chief Human Resources Officer.

5.7 Safety. The Employer will maintain a safe and healthful workplace in compliance with all laws applicable to the safety and health of its employees, including providing protective equipment and having it readily available in accordance with appropriate OSHA and WISHA guidelines. The employees will comply with all health and safety policies and procedures of the Employer. Employees shall be entitled to grieve alleged violations of this provision, but matters arising under this provision shall not be subject to arbitration.

5.7.1 Declared State of Emergency. In the case of a declared State of Emergency involving a public health crisis creating special circumstances affecting the operations of the clinic, the clinic and Union, upon request, will meet to discuss safety measures within seven (7) days of the request, (i.e. area for donning and doffing of gowns, PPE, etc.)

5.8 Health Tests. All employees shall participate in Employer's state and federal mandated vaccines and screenings, at no cost to the employee. Examples of such vaccines (if appropriate) may include MMR, influenza and Hepatitis B. Examples of screening may include (if appropriate) Hepatitis C, tuberculosis, and HIV.

5.9 Policies and Procedures. Upon making a timely written request (within seven (7) days of knowledge of the change) to the Chief Human Resources Officer, the Union reserves the right to negotiate over the creation or revision of any condition of employment about which the National Labor Relations Act ("the Act") requires the Employer to bargain, including policies, concerning inclement weather. The duties and responsibilities of the Employer shall be defined by the Act.

ARTICLE 6 - SENIORITY

6.1 Seniority Defined. Seniority is defined as an employee's continuous length of fulltime or part-time service, calculated from the employee's most recent date of hire within Providence Credena Health.

6.1.1 Regular status employees who change to a non-bargaining unit position at Providence Credena Health and who subsequently return to a bargaining union position without a break in employment shall have previously accrued bargaining unit seniority reinstated.

6.2 Upon request, the Employer will provide an updated seniority list based on hours compensated, and bargaining unit members shall have a thirty (30) day period from the date of posting to dispute the updated seniority list.

6.2.1 Seniority shall be the determining factor in layoffs, rehires, shift bids (change in start time, change in FTE, change in shift) and the scheduling of PTO. Where qualifications are a relevant factor, seniority will control only where in the opinion of the

Employer based upon job related criteria, skill, competence, performance, ability and experience to perform the work is considered equal.

6.3 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of employees under this Agreement. The Employer shall provide as much notice to the affected employee and the Union as practical, but shall give at least thirty (30) days' notice or pay in lieu of.

Employees will be designated for layoffs in the following order:

1. Probationary employees;

2. Regular full-time and part-time employees holding a FTE assigned to the shift in the cost center affected by the layoff subject to the Employer's determination of qualifications as set forth above.

6.4 Recall. Employees who are laid off shall have recall rights to vacant positions in the classification from which they were laid off for up to twelve (12) months following their layoff, when in the opinion of the Employer, the employee is fully qualified to perform the work required. Employees who are recalled to their classification to a position on the shift from which they were laid off and with a comparable FTE (within a 0.15) and who, for any reason, refuse the recall shall be dropped from the recall roster.

6.5 Job Posting. When there is a vacancy in a regular (FTE) position, it shall be posted for bid for five (5) days excluding holidays and weekends. Bids must be submitted in writing or according to Providence Credena Health policy. When employees bid, who are qualified for the position, the position will be awarded to the senior qualified candidate where the skills, performance, ability, disciplinary record and experience are, in the opinion of the Employer, equal.

6.6 Termination of Seniority Status. Seniority shall terminate upon the occurrence of any one of the following:

- 1. Discharge or voluntary resignation from Providence Credena Health or retirement;
- 2. Failure to return to work on a timely basis from an approved leave of absence resulting in termination;
- 3. Absence from work for any reason, including layoff, except worker's compensation or other appropriate approved LOA, for a period of twelve (12) months;
- 4. Failure to return to work from layoff when recalled in accord with the terms of this Agreement;
- 5. Failure to report to work as assigned for a period of three (3) consecutive workdays without calling in; however, the Employer agrees to consider mitigating circumstances on a case-by-case basis.

6.7 Change in FTE Status. Reduction in hours shall be defined as a permanent reduction of an employee's FTE level. If a reduction in FTE is determined to be necessary, the

least senior employee(s) will receive the hours reduction. Provided, however, senior employees in the classification must be qualified to perform all the work required including applicable license. Prior to an hours reduction occurring, the Employer will first seek volunteers. Absent volunteers, the Employer will first remove from the schedule any temporary and probationary employees before reducing the FTE of a seniority employee. An employee subject to an involuntary reduction in their FTE will be given first preference up to their previous FTE status should the Employer expand the hours of an existing FTE.

6.7.1 An employee whose FTE is reduced shall receive a minimum of fourteen (14) days' notice of the impending hours reduction.

6.7.2 In the event the Employer increases FTE status, an employee in the impacted classification shall, in the order of seniority, be assigned the additional FTE they held before the reduction occurred. Such reassignment shall be consistent with scheduling requirements.

6.8 Restructure In the event where more than one-third (1/3) of the employees are affected by a reduction in their FTE or change in their regular number of hours per shift, or weekend scheduling change, the Employer will give the Union thirty (30) days' notice and will rebid the positions. The manager(s) shall determine the process and applicable guidelines, with input from the employees affected and the Union. The positions will be filled by seniority, provided that, in the opinion of the Employer, the employee's skill, competence, performance, ability and experience are equal to that of the employee being displaced. An employee who is not able to retain a position will have the rights of an employee laid off.

ARTICLE 7 - DEFINITIONS

7.1 **Regular Full-time Employees.** A regular full-time employee is an employee so classified on the Employer's employment records, who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

7.2 **Regular Part-time Employees.** A regular part-time employee is an employee so classified on the Employer's employment records, who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period. Unless otherwise provided for herein and subject to benefit plan eligibility requirements, a part-time employee will be compensated in the same manner as a full-time employee except that benefits shall be reduced in proportion to the employee's actual hours of work.

Part-time employees working a regular schedule of less than a .5 FTE per pay period are not benefits eligible.

7.3 Transfer to Per Diem Status. If a benefits earning employee elects per diem status, all eligible accrued extended illness hours will be banked. Any accrued paid time off shall be paid to the employee at the time the employee changes to per diem status. Seniority shall not apply while on per diem status. Regular status employees who change to per diem status and

subsequently return to regular status without a break in employment shall have previous seniority and appropriate benefit accruals reinstated.

7.4 Probationary Employee. A probationary employee is an employee who has been hired on a full-time or part-time basis and who has been continuously employed by the Employer for less than six (6) months of actual work. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure. Probationary employees shall be required to give a minimum of seven (7) days' notice of intention to terminate.

7.5 Regular Rate of Pay. The "regular rate of pay" shall be calculated as defined by the FLSA.

7.6 Gender Neutral. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

7.7 Anniversary Date. An employee's most recent date of hire.

7.8 Per Diem. An employee, without an assigned FTE (FTE 0.0), who is hired to work during any period when additional work of any nature requires a temporarily augmented work force, or who is hired to work in the event of an emergency or employee absence.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Period. The work period is a regular, recurring period of either seven (7) consecutive days or fourteen (14) consecutive days.

8.2 Regular Shift Assignment/Normal Work Day. Each employee shall have a regularly assigned number of hours of a shift. Typically, these shifts will either be eight (8) hours, ten (10) hours. Innovative individual work schedules may be established by the Employer with written consent of the employee as long as such schedule does not displace an established schedule of another employee without the written consent of that employee, provided that the Union has been given prior notice and an opportunity to bargain about the innovative work schedule.

8.3 Work Schedules. Work schedules shall be posted for at least a six (6) week period and at least fourteen (14) days prior to the beginning of the schedule. Scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent.

8.4 Overtime. Overtime shall be compensated at the rate of one and one-half (1 ¹/₂) times the regular rate of pay for all time worked beyond forty (40) hours in a work week, or beyond eighty (80) hours within a fourteen (14) day period. Overtime shall include shift differential if applicable. Time that is paid for but not worked will not count as time worked for the purpose of determining and computing overtime. There shall be no pyramiding of overtime.

8.5 Report Pay. Employees who report for work as scheduled and are released from duty by the Employer for reasons other than discipline shall receive a minimum of three (3) hours' work for three (3) hours' pay or for the scheduled number of hours for the shift, whichever is less. Should the Employer make a bona fide attempt to notify the employee of a cancellation of

shift but be unsuccessful in doing so, this provision shall not apply. The Employer will document failed attempts to contact the employee. It shall be the responsibility of the employee to maintain a current address and telephone number with the Human Resources Department. Failure to do so shall excuse the Employer from the notification requirement provided herein.

8.6 Work on Traditional Holidays. Any employee who works on one of the "traditional" holidays (New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) shall be paid at a premium rate of one and one-half $(1 \frac{1}{2})$ the employee's regular rate of pay.

8.7 Meal/Rest Period. At all times, meals and rest periods shall be administered consistent with state and federal law. Employees shall receive an unpaid meal period of one-half $(\frac{1}{2})$ hour for all shifts in excess of five (5) hours. Employees required by supervision to work during this meal period shall be compensated for such work at the appropriate rate of pay. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each, which may be taken intermittently or uninterrupted, during each shift of eight (8) hours or more in duration. Employees may choose to take their rest breaks intermittently by providing written and/or verbal notification to their supervisor. The employer will comply with federal and state laws regarding meal and rest periods.

8.8 Employee Release

8.8.1 Where the Employer determines that patient and/or available work does not require the number of employees on the schedule on a particular shift, the Employer will first release any employee on overtime and then request volunteers.

8.8.2 Full-time and part-time employees who are released from duty will continue to accrue benefits based upon the employee's scheduled hours of work.

8.8.3 Order of Employee Release

i.Overtime/premium pay shiftsii.Volunteers for employee releaseiii.Employees working extra shiftsiv.Regularly scheduled employees in reverse order of seniority by rotation

8.9 Rest Between Shifts. In scheduling shift work assignments, the Employer will make a good faith effort to schedule each employee with at least twelve (12) hours off duty between shifts excluding education, committee meetings, staff meetings and standby. In the event an employee is required to work a scheduled shift with less than twelve (12) hours off duty between scheduled shifts, all time worked within this twelve (12) hour period shall be at the overtime rate of time and one-half (1 1/2x).

8.10 Shifts. Day Shift: Any shift where the majority of regularly scheduled hours between 6:30 a.m. and 2:30 p.m.

Evening Shift: Any shift where a majority of regularly scheduled hours between 2:30 p.m. and 11:30 p.m.

Where the majority of hours worked, excluding overtime, occur in the period designated evening shift, the caregiver should be paid a shift differential for all hours worked on that shift. Where the hours are evenly divided, the higher rate shall apply to all hours worked.

8.11 Weekends. The Employer will make a good faith effort to schedule all regular fulltime and part-time employees to (1) one weekend every (5) five weeks. Applicable overtime rate outlined in Article 8.4 and weekend premium shall apply. "Weekend" shall be defined as 8:30 p.m. Friday through 8:30 p.m. Sunday.

8.12 Extra Shifts. Extra shifts will be awarded by equitable rotation to those who have put in writing their desire for extra shifts.

8.13 Homework/Communications. A Lead employee or an employee whose regular responsibilities include resolving work issues outside of scheduled working hours, shall be compensated at the applicable rate of pay for the actual time involved in resolving the issues with a minimum time of fifteen (15) minutes per day that calls are received.

ARTICLE 9 - COMPENSATION

9.1 Wages

9.1.1 Wage Schedule. All employees shall be classified and paid in accordance with the wage schedule set forth in Appendix "A" which is attached hereto and made part of this Agreement. This Agreement shall not preclude the Employer, at its option, from paying more than the contract rate of pay.

9.2 Shift Differential. Where hours worked occurs in the period designated as evening in Article 8.10 (Shifts), employees will be paid shift differential of \$2.00/hour for evenings and for all hours worked on that shift.

9.3 Weekend Differential. Employees will be paid a premium of two dollars and fifty cents (\$2.50) per hour for each hour worked on the weekend.

9.4 Per Diem or Supplemental Employees. Employees with a FTE 0.0 shall receive a 15% pay in lieu of benefits.

9.5 Certification Pay. Employees, upon ratification, who have a certification in their practice area will continue to receive certification pay at the rate of one dollar (\$1.00 per hour so long as employed at Credena Monroe. This provision does not apply to new hires after 2022 ratification.

9.6 Temporary Lead. Employees assigned temporary lead responsibilities by the Employer will receive the higher rate of pay on the wage scale.

ARTICLE 10 - PAID TIME OFF

10.1 Paid Time Off. The Employer provides eligible employees with the opportunity to have paid time off for various reasons including vacation, holiday, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours.

10.2	PTO Accrual. Employees accr	ue according to the following schedule:
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	Annual Accrual*			Maximum Accrual*		
Tenure	РТО	PTO-Safe Sick*	Total PTO	PTO Accrual	PTO-Safe Sick Accrual**	Total PTO Accrual
Less than 3	131 hours (5.04 per pay period)	69 hours (2.65 per pay period)	200 hours	192 hours	108 hours	300 hours
3 to less than 5	155 hours (5.97 per pay period)	69 hours	224 hours	228 hours	108 hours	336 hours
5 to less than 10	171 hours (6.58 per pay period)	69 hours	240 hours	252 hours	108 hours	360 hours
10 to less than 15	195 hours (7.52 per pay period)	69 hours	264 hours	288 hours	108 hours	396 hours
15 or more	211 hours 8.12 per pay period)	69 hours	280 hours	312 hours	108 hours*	420 hours

*Not to exceed eighty (80) hours per pay period

*Based on a full-time (1.0 FTE)

**PTO-Safe Sick will be administered in accordance with the Washington Paid Sick Leave Law.

10.3 Vacation Scheduling. The department will establish guidelines.

Once PTO is approved by management, scheduled PTO may only be changed with the mutual written approval of the employee and management except in an emergency. The Employer will make every effort not to unreasonably deny vacation requests.

10.4 Use of PTO Balances. Negative balances may not be incurred. Employees must use accrued PTO hours for vacations and holidays with the advance approval of their

supervisor. Department needs and work requirements shall be taken into consideration. Preference will be given to employees' requested time off whenever possible. PTO may be scheduled in increments of at least one (1) hour.

10.4.1 Each caregiver's PTO balance is subject to the maximum accruals set forth in the tables above. Accruals will stop when the maximum limit is reached. The caregiver's accrual will resume when time off has been taken and the balance falls below the maximum.

Accrued PTO Safe Sick will only be cashed out upon termination, upon a status change to less than .5 FTE, and annually for any accrued PTO Safe Sick hours that exceed 108 hours that can carryover at the end of the calendar year.

10.5 Extended Illness Bank. Already incurred EIB hours may be used for days off work due to illness or injury, after the employee has been off the shorter of two (2) workdays scheduled or sixteen (16) hours. If an employee is hospitalized as an in-patient during an illness or injury, or has outpatient surgery requiring three (3) or more days of recovery before returning to work, EIB may be used from the first day of absence. In the case of catastrophic illness, such as cancer, which requires follow-up treatment, EIB may be used to cover the treatment. In the event of an occupational injury, PTO and/or EIB (on the third consecutive workday) may be used at the employee's request, for lost work time not covered by Worker's Compensation Insurance. It can be integrated with Worker's Compensation to the extent available to continue normal earnings.

10.6 Retirement. Upon retirement, 25% of employee's EIB balance shall be paid out.

ARTICLE 11 - INSURANCE/BENEFITS

11.1 <u>Benefit Programs</u>. Beginning the date of hire in an eligible status, full-time and part-time employees with a 0.5 FTE or greater will participate in the same health and welfare benefit programs as the majority of Employees of the Employer (including the same choice of plans, coverages, plan design, and payroll deductions), however, the Employer agrees to offer the HRA, the HSA, and Kaiser of WA HMO, dental and vision coverage. Participation in the benefit program and any other benefits provided by the Employer shall be subject to specific plan eligibility requirements and plan documents.

The parties agree that the amount of per pay period medical premium payroll contributions will not increase by more than 10% on a blended average. The Employer agrees to provide written notice of any upcoming annual benefit plan changes on or before October 1, of the applicable year.

As the Employer may from time to time make modifications in the plan, employees and the Union will be given at least ninety (90)days' advance notice before implementation of any changes. Should material reductions in benefits under the plans offered by the Employer occur; and/or material increases in in-network deductibles, or in-network out-of-pocket maximums and the amount of premium percentage, or a material reduction in the employer contributions available to earn under the health incentive program (excluding those required by law or regulation) be announced, the Parties agree that the contract may be opened for bargaining in good faith by the

Union. Changes in networks or health care providers available under existing plans shall not be considered a material reduction in benefits during this agreement. The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g. Health Care Reform) although the Union may ask to bargain over the effects of such changes.

11.2 Other Insured Benefits. The Employer shall offer a-life insurance, accidental death and dismemberment, and long-term disability plans designated by the Employer beginning on the first day of hire in eligible status.

11.3 Worker's Compensation and Unemployment Compensation. The Employer will provide Workers' Compensation insurance and Unemployment Compensation insurance in accord with the laws of the State of Washington, including through a self-insured plan.

ARTICLE 12 - RETIREMENT PLAN

12.1 Employees covered by this Agreement shall be eligible to participate in the retirement plan of Providence as that plan may be amended from time to time.

12.2 As the Employer may from time to time make modifications in the plan, employees and the Union will be given at least ninety (90) days' advance notice of any change and the Union may request to bargain.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 General. All leaves are to be initiated with the Employer's third-party administrator (TPA) as far in advance as possible, stating the reason for the leave and the amount of time requested. Employees are required to use all applicable PTO/EIB on any leave of absence except worker's compensation. PTO/EIB will be used according to the employee's assigned FTE at the commencement of the leave.

13.2 Personal Leave. After six (6) months of continuous employment, a leave of absence may be granted for personal reasons (compelling urgent necessity not available under state or federal law), or health reasons upon the recommendation of a physician, for a period of up to six (6) months. Any personal leave of absence must be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request and stating the conditions of the leave of absence shall be given by the Employer within fourteen (14) days. All leaves of absence shall be without pay unless specifically provided for herein or agreed to by the Employer.

13.3 Maternity Leave. A maternity leave of absence shall be granted upon request of an employee for the period of time that the employee is temporarily disabled due to pregnancy or childbirth. All leaves of absence shall commence on the first day of absence from work. If the employee's absence does not exceed the actual period of disability due to pregnancy or childbirth, the employee is entitled to return to work with the same unit, shift and FTE status. The employee may use accrued EIB and PTO during the maternity leave. The employee may be asked to provide a statement from her health care provider verifying the period of physical disability and her fitness for duty. Employees on approved maternity leave who are not eligible for Family and Medical Leave will have the option of continuing their group medical coverage at their own expense during a maternity leave

13.4 Family and Medical Leave. As required by Federal Law, upon completion of one (1) year of employment, any employee who has worked at least 1,250 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 Employer's contribution to the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualified under both the Family Medical Leave Act of 1993 (FMLA) and applicable law, the leaves shall run concurrently. This leave shall be interpreted consistent with the rights, requirements, limitations and conditions set forth in the federal law whichever is more broadly construed. The employee may elect or the Employer may require the employee to use any accrued paid leave time during the leave of absence for which the employee is eligible under the Employer's policies. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

13.4.1 Health Leave. After six (6) months of continuous employment, a leave of absence for health reasons may be granted upon the recommendation of a physician for the period of disability, up to six (6) months, without loss of accrued benefits to the date such leave commences. Such approval will not be unreasonably withheld. All leaves of absence shall commence on the first day of absence from work. An employee must take accrued PTO/EIB during the leave of absence. The Employer will make reasonable efforts to hold the employee's job open for a leave of absence not exceeding twelve (12) consecutive weeks per year. If the employee is unable to return at that time, the employee will, over the duration of the six-month leave, be offered the next available comparable position for which the employee applied and is qualified. Refusal to accept a comparable position will result in termination of the employee. The term "comparable" is herein defined as the same shift, full-time or part-time status and job classification. For the six (6) month period following the end of the Health Leave of Absence, the Employer will make reasonable efforts to offer the employee the next available comparable position for which the employee applied and is qualified.

If the leave request is granted, this leave shall run concurrently with FMLA (if the employee is eligible for FMLA) and the employee shall return to work to the same classification and FTE status if the employee's absence does not exceed that allowed under the FMLA.

Prior to the employee returning from a health leave of absence, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position. Employees on approved health leave who are not eligible for Family and Medical Leave will have the option of continuing their group medical coverage at their own expense.

13.5 Military Leave. A leave of absence required in order for an employee to maintain status in a military reserve of the United States shall be granted in accordance with the law.

13.6 Related Study. After one (1) year of continuous employment, permission may be granted for a leave of absence for job-related study, without loss of accrued benefits_for up to three months, providing such leave does not jeopardize clinic service.

13.7 Compensation, Benefits and Status. Leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with the Employer. An employee on a leave without pay shall not lose seniority during the leave of absence.

13.8 Return to Work. Employees who indicate their availability to return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available comparable opening for which the employee applies, is qualified, and to which their seniority entitles them.

13.9 Witness Leave. Any employee who is called to be a witness on behalf of the Employer shall be paid for such time at the regular rate of pay, including any applicable shift differential. In the event that the employee is subpoenaed to testify in any other judicial proceeding, the employee will be given time off without pay, as required by the subpoena. When the proceeding is related to the employee's performance of the duties, such time will be paid by the Employer.

13.10 Jury Duty. Full-time and part-time employees who are required to serve on jury duty shall be compensated by the Employer up to four (4) weeks of pay upon presentation of the summons to the Department Manager. The employee must notify their Department Manager as soon as possible so that arrangements can be made to cover the position during the intended absence. The employee's time card must indicate that the employee is serving on jury or witness duty. The regular time rate of pay, including any applicable shift differential, will be given for the number of hours of the employee's regular schedule for each scheduled work day missed, providing that the employee submits proof of jury duty service.

13.11 Bereavement Leave. Leave up to twenty-four (24) hours will be allowed for death in an employee's immediate family, or up to forty (40) hours with pay to attend to family bereavement needs for the employee's current spouse or domestic partner, or child. Bereavement time with pay should be taken within a seven (7) calendar day period will be allowed for death in the employee's immediate family.

Part-time employees will be paid for those hours they were scheduled to work falling within this seven (7) day period. The Employer will pay the employee at the regular rate of pay, including any applicable shift differential. Unpaid time off will be allowed for those employees who have elected pay in lieu of benefits. Immediate family shall be defined as grandparents, parents, stepparents, brother, sister, stepbrother, stepsister, stepchild, or person who stood in loco parentis (legal responsibility of person to take on the functions of a parent),grandchild, mother-in-law,

and father-in-law. The Department Manager may also approve additional time off as (a) leave without pay or (b) annual leave.

13.12 Washington State Family Care Act. As required by state law, if the employee is entitled to PTO or EIB, then the employee shall use the employee's choice of PTO or EIB:

(a) A child of the employee with a health condition; or

(b) A spouse, registered domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

An employee may not take leave under this provision until it has been earned. Except for the choice of leave, the employee taking leave under the circumstances described herein must comply with applicable policies, including physician certification of health condition and the requirement to use PTO first for each call in. (WAC 296-130-030)

ARTICLE 14 - COMMITTEES

14.1 Labor Management Committee. The Employer and the Union shall establish a Labor Management Committee to assist with personnel and other mutual problems including state/federal mandated changes. The purpose of the Labor Management Committee shall be to foster improved communications between the Employer and the employees. The function of the Committee shall be limited to an advisory rather than a decision-making role. The Committee shall consist of representatives of management and representatives of the employee covered by this Agreement with up to two (2) employee representatives who will be selected by the bargaining unit employees. Subject matter experts, such as the Medication Safety Manager, may be invited to attend from time to time, to address specific concerns. A Union staff representative may attend at the request of the bargain unit employees. This committee will meet quarterly unless committee members agree to meet more or less than.

14.2 Compensation. Employee committee members shall be compensated for attendance at Employer established committee meetings at the applicable rate of pay, (i.e. straight time or overtime).

ARTICLE 15 - EMPLOYEE EDUCATION/LICENSE

15.1 In Service. In service education programs shall be maintained and made available to all shifts and to all personnel, with programs posted in advance. The posting will include whether attendance is mandatory. Time spent at mandatory in service meetings will be paid at the appropriate rate of pay. Voluntary attendance at an unrelated in service is not compensated. In service programs related to the employee's job will be compensated as regular hours worked.

15.2 Expenses. The Employer will reimburse employees for all approved expenses the employees incur while attending educational offerings at the request of the Employer.

15.3 Tuition Reimbursement

All benefits-eligible full time (0.75 and above) caregivers may be reimbursed up to \$5,250. All part-time caregivers (0.5 FTE and above) may be reimbursed up to \$2,625. Use of funds must be approved by management pursuant to the Tuition Education Reimbursement Policy.

ARTICLE 16 - GRIEVANCE AND ARBITRATION

16.1 Employees shall first try to resolve all concerns and disputes informally with the employee's immediate manager as soon as possible. When necessary, a grievance shall be submitted to the following procedure. A "grievance" is defined as any alleged violation of the terms and conditions of this Agreement.

16.2 Grievance Procedure

- Step 1 Employee, and Union representative/Unit representative, if requested by the employee or manager, with the Immediate Supervisor. If an employee has a grievance, the employee must first present the grievance in writing to the immediate supervisor within twenty-one (21) calendar days from the date the employee was or should have been aware that the grievance existed. The grievance shall include: 1) the article of the contract that has been violated. 2) the circumstances under which the problem occurred, including dates and other employees who may have been involved, and 3) the requested resolution to the problem. Upon receipt thereof, the immediate supervisor and/or the Department Head shall meet and with the employee and Union representative/Unit representative attempt to solve the problem and shall respond in writing to the employee within fourteen (14) calendar days following the meeting.
- Step 2 Employer, Union/Unit representative and Department Director. If the matter is not resolved to the employee/Union's satisfaction at Step 1, the employee/Union shall submit the grievance to the Department Director within fourteen (14) days of Step 1 response. A conference between the employee, the Union/Unit Representative and the Department Director shall be held. The Department Director shall issue a written reply within fourteen (14) calendar days following the meeting.

Where a grievance involves a group of employees and more than one department, the Union may initiate a grievance at Step 2 by contacting Human Resources to determine the appropriate Director(s) and providing individual grievant names and information as to how the issue has impacted each of the grievants.

Step 3 Employee, Unit Representative, Union Staff Representative and Human Resources Director. If the matter is not resolved to the employee's satisfaction at Step 2, the grievance shall be referred in writing to the Human Resources Director (and/or designee) within fourteen (14) calendar days of the Department Director's decision. A conference between the employee and at the request of the employee, a Local 3000 Staff Representative and the Human Resources Director or designee shall be held. The Human Resources Director (or designee) shall issue a written reply within fourteen (14) calendar days following the meeting.

- **Step 4 Mediation (Optional).** The Employer and the Union may mutually agree to submit an unresolved grievance to mediation. Costs of mediation, if any, shall be shared equally by both parties. The mediation process may be terminated through written notice to the other party at any time.
- **Step 5 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 procedures, requirements and time limitations, either party may submit the issue in writing to arbitration within fourteen (14) calendar days following the written reply of the Human Resources Director (and/or designee). If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The first strike will be determined by a coin toss. The person whose name remains shall be the Arbitrator. The Arbitrator's decision shall be final and binding subject to limits of authority stated herein.

16.3 Arbitrator's Authority. The Arbitrator shall have no authority to add to, delete from, disregard, alter or otherwise change or modify any of the provisions of this Agreement but shall be authorized only to interpret the specific facts of the issue in dispute. The Arbitrator shall base his or her decision solely on the specific contractual obligations expressed in this Agreement. The Arbitrator shall not require either the Employer or the Union to take or refrain from taking any action unless it is clear from the express words of this Agreement that such result was mutually intended. The Arbitrator shall have no authority to award punitive damages.

16.4 Fees. Each party shall bear one-half $(\frac{1}{2})$ of the fee of the Arbitrator for an award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing, including the making of an official transcript of the hearing for the Arbitrator. All other expenses, including, but not limited to legal fees, deposition costs, witness fees and any and every other cost related to the presentation of a party's case in this or any other forum shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

16.5 Time Limits. Time limits set forth in the foregoing steps may be extended only by mutual consent of the parties involved. 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 withdrawal of the grievance. In the event the Employer fails to comply with the time limits set forth above the union or the employee can automatically elevate the grievance to Step 2 or Step 3, as the case may be, without any action necessary on the part of the employee.

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, valid executive orders of the President of the United States or the Governor of the State of Washington, and valid rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the terms of this Agreement. If any provision is held invalid, the Employer and the Union shall enter into the immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

17.2 Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement, whether or not such subject or matter may have been within the knowledge or contemplation of either or both of the parties. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writings at any time during its term.

ARTICLE 18 - DURATION

This Agreement shall be effective on the first full pay period following date of ratification and shall continue until and including [three (3) years following ratification date]. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date of its intent to negotiate a new Agreement. Should such notice be served, bargaining shall commence within thirty (30) days following the date of timely notice.

CREDENA HEALTH PHARMACY MONROE

UFCW

- DocuSigned by: Melissa Hoker

1/10/2023

Melissa Baker, Chief Human Resource Officer

Jayed Guentle 1/4/2023

Faye Guenther, President

Ely A Putt 1/4/2.3

Elizabeth Rockett, Union Negotiator

APPENDIX A

Upon the second pay period following ratification of this agreement there shall be a four-hundred dollar (\$400.00) ratification bonus.

The second full pay period following ratification of this agreement, an across the board increase of 3.5% shall be applied to the wage scale.

The first full pay period following July 1, 2023, an across the board increase of 2.75% shall be applied to the wage scale.

The first full pay period following January 15, 2024, an across the board increase of 2% shall be applied to the wage scale.

The first full pay period following July 1, 2024, an across the board increase of 2% shall be applied to the wage scale.

The first full pay period following January 15, 2025, an across the board increase of 2.75% shall be applied to the wage scale.

The first full pay period following July 1, 2025, an across the board increase of 2% shall be applied to the wage scale.

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THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your "Weingarten" right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different "tests" of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legallybinding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

Building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438 Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604 Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268 Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847 Spokane: 2805 N Market St, Spokane, WA 99207-5553 Spokane: 1719 N Atlantic St., Spokane, WA 99205 Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079 Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857 Yakima: 507 S 3rd St, Yakima, WA 98901-3219