Agreement by and between UFCW 3000 and Olympic Medical Center

Support Services

Effective: 10-01-2020 - 06-30-2023



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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COLLECTIVE BARGAINING AGREEMENT

by and between

Clallam County Public Hospital District No. 2, dba

OLYMPIC MEDICAL CENTER

and

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 21

THIS AGREEMENT is made and entered into by and between Clallam County Public Hospital District No. 2, db/a OLYMPIC MEDICAL CENTER (hereinafter referred to as the "Employer" or "OMC") and the UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 21 (hereinafter referred to as the "Union").

PREAMBLE

It is the intent and purpose of OMC and the Union to promote and improve labor management relations between them and to set forth the basic terms of agreement covering wages, hours, and conditions of employment to be observed by the parties to this Agreement. OMC retains all rights except as those rights are limited to subsequent articles of this Agreement. Nothing anywhere in this Agreement shall be construed to impair the right of the District to conduct all of its business in all particulars except as modified by the subsequent sections of this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in the promoting the efficient conduct of business and in providing for and the orderly settlement of disputes between them, the parties to this Agreement agree as follows.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

OMC recognizes the Union as the sole and exclusive collective bargaining representative for all employees whose classifications appear in Article 8 and the wage Appendices of this Agreement or any modifications thereof.

The scope of the Union's bargaining unit includes employees employed by OMC performing primarily clerical, secretarial, data entry, and cashiering work (excluding cashiering work done by employees in the Seasons Café) in departments such as Patient Accounts, Health Information Management, Admissions and Laundry, but not limited to those departments, and excludes confidential employees, supervisory employees, any employees represented by another union, new positions in any department where the majority of work to be performed in the new position is not clerical, secretarial, data entry, laundry or cashiering work. The unit is called Support Services.

The bargaining unit includes positions identified in the Union's unit clarification petition, Case No. 14755-C-99-946. For any new position created that is arguably within the scope of the Union's bargaining unit defined above, OMC shall notify the Union of the new position and the parties shall meet and confer regarding whether the position will be included in the Union's bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights. The Union recognizes that OMC has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and of meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the hospital, including the right to require standards of performance and the maintenance of order and efficiency; to direct employees and determine job assignments; to schedule work; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; the right to contract for the services of temporary personnel; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees and to determine their qualifications; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures; to promote and transfer employees for lack of work or other legitimate reasons; to recall employees; to require reasonable overtime work of employees; to reprimand, suspend, discharge or otherwise discipline employees for just cause; to promulgate work rules. regulations and personnel policies; and to unilaterally implement new, revise or terminate wholly or in part, old methods, procedures, policies, rules, equipment, facilities and standards. These management functions are vested exclusively in the Employer. The above statement of management functions shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of the terms or conditions of the Agreement or the Employer's obligation to bargain with the Union over wages, hours and working conditions, or is to be construed in any way, to interfere with the ability of the Employer to manage and control the hospital.

ARTICLE 3- UNION SECURITY

- 3.1 <u>Union Membership.</u> It shall be a condition of employment that all employees of the Medical Center covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date. Good standing herein is defined as the tendering of Union dues or a fair share representation fee on a timely basis.
- 3.2 <u>Union Shop Enforcement</u>. Employees who fail to comply with this membership requirement shall be discharged by the Medical Center within thirty (30) days after receipt of

written notice to the Medical Center from the Union, unless the employee fulfills the membership obligations set forth in this Agreement. The Union hereby agrees to indemnify and hold the Medical Center harmless from all claims, demands, suits, or other forms of liability that may arise against the Medical Center for or on account of any action taken by the Medical Center to terminate an employee's employment pursuant to this Article.

- Dues Deduction. The Medical Center will deduct an amount equal to the Union's 3.3 uniform monthly dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Medical Center, the authorization form will be honored in accordance with its terms. Dues withholding will expire when the contract expires. Dues check off also shall be revocable at the will of the employee, which shall be effective thirty (30) days after written notice to the Medical Center (copy to the Union). A copy of the authorization form to be used by the Union members is set forth as Appendix B to this Agreement. This deduction agreement shall apply to the above deductions only, and shall not include deductions for other Union fees. Dues deductions will be transmitted to the Union by check payable to its order on or before the third day following each pay day. Upon issuance and transmission of a check to the Union, the employee's responsibility shall cease with the respect to deductions covered thereby. The Union and each employee authorized in the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Medical Center harmless from all claims, demands, suits, or other forms of liability that may arise against the Medical Center for or on account of any deduction made from the wages of such employee. Initiation or other fees may also be deducted from the employee's pay with proper authorization providing the employee notifies the Medical Center as to the amount to be deducted.
- 3.4 <u>Status Reports</u>. Each month, the Medical Center shall send to the Union a report with the following information: employee name, address, phone number, social security number, job classification, department name, FTE, date of hire, status, i.e., whether active, terminated or rehired and the effective date, base rate, shift and monthly gross earnings. The Union recognizes and agrees that employee social security numbers and addresses are private and will be used for representational purposes only. The Union will take reasonable steps to safeguard this information and to ensure against improper disclosure.
- 3.5 <u>Voluntary Political Action Fund Deduction</u>. Based on its system requirements and capability, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the Union. Upon issuance and transmission of a check to the Union, the Medical Center's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Medical Center harmless from all claims, demands, suits, and other liability that may arise against the Medical Center for or on account of any deductions made from the wages of such employee.

The Union agrees that neither employees nor its representatives will solicit for political action fund deductions in patient care areas. The Union will reimburse the Medical Center for its

reasonable cost of administering the political action deduction, based upon the requirements of the Federal Election Campaign Act (FECA) and the Medical Center's reasonable administrative costs.

ARTICLE 4 - RIGHT OF ACCESS, UNION BUSINESS

- 4.1 <u>Union Access</u>. The Union representative shall notify Administration, or designee, of their presence and will have access to the Employer's premises for administering the terms of this Agreement. Such access shall not disrupt the normal operations of Employer and shall be consistent with reasonable restraints regarding the safety and well-being of patients.
- 4.2 <u>Union Stewards</u>. OMC agrees that the Union may establish job stewards for the purpose of administering the terms of this Agreement. OMC shall receive in writing the names of any job stewards so delegated. The cost of time spent in performing such functions shall not be borne by OMC. The Union shall have the right to select Stewards from each department from among employees in the bargaining unit. The Union shall notify the Medical Center, in writing, of the names of these Stewards. A Steward may investigate circumstances or grievances under this Agreement within OMC during released time without pay, and may contact other employees briefly during their on duty hours pursuant to such investigation. Prior to commencing such investigation, a Steward must obtain permission to leave duties from the Steward's department head, and state the basic purpose and expected duration. It is clearly understood that such activity shall not take precedence over job requirements, as determined by the department head.
- 4.3 <u>Management Meetings</u>. A Steward may attend investigatory or grievance meetings without loss of pay if the meeting is held during the Steward's regular work shift. It is understood that only one Steward will attend grievance or investigatory meetings in a paid status. This Article does not apply to labor negotiations.
- 4.4 <u>Right of Access</u>. The Union may be permitted to use designated facilities for meetings of the local unit, without or without the union staff's presence, provided sufficient advance request for use of such facilities is made to the Administrator or designee, appropriate space is available, and there are no schedule conflicts.
- 4.5 <u>Bulletin Boards</u>. Employer shall provide designated bulletin board space for official Union announcements.

ARTICLE 5 – DEFINITIONS

5.1 <u>Probationary Employee</u>. An employee shall be considered a probationary employee during the first 520 regular paid hours as defined in Article 4.54, excluding time worked as a per diem employee, during which benefits are accrued pursuant to this Agreement but may not be utilized. During the probationary period, an employee may be disciplined or discharged without cause and without recourse to the grievance procedure. When mutually agreed upon, the probationary period may be extended up to an additional 520 hours. Upon successful completion of the probationary period, a new employee shall be considered a regular employee.

- 5.2 <u>Regular Employees</u>. A regular employee is one who has satisfactorily completed their probationary period, five hundred twenty (520) regular paid hours not including overtime or standby time, and is assigned responsibilities of a position recognized as and identified with the Employer's organization. A regular employee may work on either a full-time or regularly scheduled part-time basis.
 - 5.2.1 <u>Full-Time</u>. A regular full-time employee is one who in the performance of assigned responsibilities normally works a continuing schedule of forty (40) hours per week or eighty (80) hours within a fourteen day period as prescribed by the Fair Labor Standards Act.
 - 5.2.2 <u>Part-Time</u>. A regular part-time employee is one who in the performance of assigned duties normally works a regular schedule of less than forty (40) hours per week or less than eighty (80) hours within a fourteen period as prescribed by the Fair Labor Standards Act. Vacation, holidays, floating holidays and holiday pay under this Agreement will be provided on a pro rata basis according to the number of regular paid hours as defined in Article 4.5. If a regular part-time employee is required to fill the position of a full-time employee beyond 520 hours in any one instance for any one position, an assessment of reclassification will be made and consideration given to reclassify to full-time status.
- 5.3 Temporary and Per Diem Employees.
 - 5.3.1 <u>Per Diem Employee.</u> A per diem employee is one who only works intermittently in a casual status in response to the Employer's request or scheduling. In the event per diem hours worked in a classification in a department exceed five hundred twenty (520) hours in a current six (6) month period excluding:
 - a. Vacation, sick absences and leave without pay
 - b. Medical leave (i.e., time loss injuries, maternity leave, etc.)
 - c. Coverage for other authorized leaves of absences,

the employee may request OMC to post the scheduled FTE for that classification and department. This request is to be made in writing to the manager or department involved. If it is likely that the reason for the hours will continue and there is a qualified employee willing to work the FTE as scheduled, the position with schedule of hours and shifts will be posted.

Per diem employees shall not be entitled to benefits provided in this Agreement. In lieu of benefits, per diem employees shall be compensated a fifteen percent (15%) premium above the base rate of pay for all hours worked. Per diem employees must be available one (1) weekend and four (4) weekdays per month.

A regular full or part-time employee who changes to per diem status shall have

previously accrued seniority reinstated if the employee returns to a regular full or parttime position in his/her former classification within twelve (12) calendar months of becoming a per diem employee.

- 5.3.2 <u>Temporary Employee</u>. A temporary employee is one who in the performance of duties does not fall within one of the above definitions in 5.2.1 or 5.2.2. Such employees shall not be entitled to benefits provided in this Agreement. Temporary employees may be utilized for regularly scheduled vacation relief or for leave of absence purposes not to exceed five hundred twenty (520) hours in any one instance for any one position. If an individual is required to fill the position beyond five hundred twenty (520) hours, such employee must be reclassified, and will be eligible for all contractual rights and benefits as a regularly scheduled employee. Upon return of the employee from leave of absence or vacation to the position being filled by the reclassified employee, the latter may be laid off, providing he or she is least senior and that there is no available position for which he or she is qualified to fill.
- 5.4 <u>"Regular hourly rate of pay"</u> as used in this Agreement is an hourly rate and is determined by dividing his/her "total remuneration" for services during hours of employment in the work period by total number actually worked in that work period for which compensation was paid. Remuneration is for hours for which the employee receives regular compensation (i.e., straight time hours) and includes premiums and differentials; it does not include pay for time not worked, overtime hours, call back hours, standby hours, gifts and employer contributions to health insurance, retirement plan and required employer payroll taxes. The parties intend that the Employer will compute regular rate and overtime rate as required by the FLSA.
- 5.5 Normal rate of pay. The normal rate of pay as used in this agreement shall mean the employee's hourly rate of pay and regularly assigned shift differential.
- 5.6 <u>Definition of Regular Paid Hours and Length of Service</u>. For purposes of calculating length of service and vacation and holiday pay accrual, "regular paid hours" is defined as those hours for which an employee receives straight-time compensation, including straight-time hours worked and such other paid hours that compensate for scheduled straight-time hours missed, such as vacation, jury duty, funeral leave and low census (hospital convenience). Call-in hours will be included in regular paid hours when they overlap with previously scheduled hours. Holiday premium pay hours and regularly scheduled hours on a premium pay basis will be included in regular paid hours. This excludes overtime hours, call-back hours, stand-by hours and all other hours. Two thousand eight (2,080) straight time hours shall constitute one year.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 <u>Standard Work Day and Workweek</u>. Forty (40) hours per one week or eighty (80) hours within a fourteen (14) day period shall be considered the normal work week. Eight (8) hours shall be considered the normal work day, exclusive of the meal period. Hours actually worked in excess of forty (40) hours in one week (or eight (8) hours in a day when working on FLSA 8/80 schedule), shall be paid at the FLSA overtime rate. For purposes of calculation of overtime

under the Fair Labor Standards Act, the standard work day shall consist of eight (8) hours work to be completed within 8 ½ consecutive hours. The standard work period shall consist of forty (40) hours of work within a seven (7) day period, or eighty (80) hours of work within a fourteen (14) day period. OMC hires employees to work on 8/80 schedule or a forty (40) hour workweek schedule; determines the schedule for employees, positions and departments; and so designates in the personnel/payroll records.

Employees scheduled to work a forty (40) hour workweek may request of or mutually agree with the department head/supervisor to change to a flexible work schedule which may vary periodically in accordance with such scheduled as is agreed upon. In no event will an employee work more than ten (10) hours per day, unless pursuant to an agreed upon innovative scheduled consistent with Article 6.8 and further provided that this provision is not intended as a restriction on overtime.

- 6.2 Overtime Compensation. Statutory mandated overtime will be paid at one and one-half (1½) times the regular hourly rate of pay as defined in Article 5.4 for all hours actually worked over forty (40) in the work week period, as designated by OMC. Time paid for but not worked shall not count for purposes of computing overtime. All overtime is subject to approval of the supervisor prior to being worked.
- 6.3 <u>Consecutive Weekend Premium</u>. In the event a regular employee is required to work both a Saturday and Sunday on two (2) consecutive weekends, all time worked on either Saturday and/or a Sunday on the subsequent (third) consecutive weekend shall be paid for at the rate of one and one-half (1½) times the employee's normal straight time hourly rate of pay, until the employee receives a weekend off, unless the employee voluntarily agrees in writing to work the weekend. Weekend shifts shall be defined as the shift or shifts where a majority of hours fall on a Saturday or Sunday as defined in Article 9.7.
- No Pyramiding. It is agreed that in administering the provisions of the Agreement there shall be no pyramiding of overtime or premium payments. If an employee qualifies for more than one, such as overtime and premium compensation, for the same hours worked, the employee shall receive the highest compensation between overtime and premium compensation. The "no pyramiding provision set forth herein will not be applied in the event an employee incurs overtime in the same workweek as a holiday worked, whether the overtime is worked on the designed holiday or another shift. Under these circumstances, there will be no offset of pay at one and a half (1 ½) for time worked on a designated holiday under Article 9.3 against any legally mandated (under the Fair Labor Standards Act) overtime that may have been incurred in the same work week as the holiday worked. This exception applies only to compensation for a holiday worked and no other potential occurrence of legally mandated overtime and contractual premium pay in the same work week.
- 6.5 <u>Schedule Posting</u>. Work and standby schedules will be posted by the 20th day of the preceding month. This may apply to prescheduled temporary/per diem employees except for departments that have regular reoccurring routine work schedules.

- 6.6 Rest Breaks and Meal Periods. Employees shall receive an unpaid meal period of one-half (1/2) hour during each full shift and a paid rest period of fifteen (15) minutes for each four hours worked. Employees required to work during those meal and rest periods shall be compensated at the appropriate rate. Meals and rest periods will be administered in accordance with State law.
- 6.7 <u>Rate of Pay.</u> Employees shall receive only one rate of pay for hours worked during each shift. Employees working more than three (3) consecutive hours in one classification shall receive the higher rate of the classification worked.
- 6.8 <u>Innovative Schedule</u>. An innovative schedule is defined as a work schedule that requires a change, modification, or waiver of any provisions of this Employment Agreement. Where mutually agreeable to OMC and the employee concerned, a normal work day may consist of ten (10) hours when the work week schedule is based on four (4) ten (10) hour days. Other innovative work schedules may be established when mutually agreeable to OMC and the employee concerned. The Union shall be given notice and the opportunity to bargain about the work schedule.
- 6.9 <u>Twelve Hour Rest Period</u>. Unless performing standby duty, each employee shall have an unbroken rest period of at least twelve (12) hours between shifts unless otherwise mutually agreeable to the Employer and the employee. Without such mutual agreement, all hours worked in the next shift following an employee receiving less than twelve (12) hours of rest between shifts will be paid at time and one-half their regular rate of pay. Employees who work twelve (12) hour shifts shall receive ten (10) hours of rest between shifts. Call shifts are exempt from this provision.
- 6.10 <u>Low Census.</u> When it becomes necessary for the Employer to make a reduction of hours worked (cancel) due to low need or economic reasons, volunteers will be sought first. If there are no volunteers, low census will be rotated among employees, starting with the least senior. In the event a full-time employee has been cancelled on an involuntary basis at least 50 hours in the current calendar year (or 30 hours for a part-time employees), the cancel time will be rotated among the remaining employees for the remainder of the calendar year.

ARTICLE 7 - SENIORITY AND EMPLOYMENT PRACTICES

7.1 Seniority. Seniority shall be determined by the employee's most recent date of hire as a regular employee within the bargaining unit and shall be administered on a job classification basis within departments. Where skill and ability are equal, an employee's seniority shall be recognized when it is necessary to increase or decrease the number of regular employees or their work hours. Skill and ability means the skill and ability to do an available job in a good and workmanlike manner, taking into consideration an employee's total conduct, performance and contribution.

Note: Seniority for employees in the Central Billing Office (CBO) (previously a separate bargaining unit), seniority in the newly designated Support Services Unit will be based on the employee's most recent date of hire in a regular position in the CBO.

- 7.2 <u>Skill and Ability Determinations</u>. OMC shall be the judge of whether the skill and ability of the employees are equal; but this judgment shall be fairly and reasonably exercised. If a senior employee in the bargaining unit is not returned to work or has his or her hours reduced or is laid off, and the Employer's judgment as to this employee's skill and ability is challenged through the grievance procedure, it shall be the obligation of the Employer to demonstrate that the skill and ability of the senior employee was not equal to that of the preferred junior employee in the same department and classification.
- 7.3 Termination of Seniority. Seniority shall terminate as a result of:
 - 1) Discharge
 - 2) Resignation
 - 3) Retirement
 - 4) After twelve (12) months of layoff, (excluding relief hours worked pursuant to Article 6.7.1
 - 5) Failure to return to work on a timely basis pursuant to Article 6.7.1 (Recall Rights and Procedure)
 - 6) Absence from work for three (3) consecutively scheduled work days without calling in, except when an emergency situation prevents the employee from calling
 - 7) Failure to return to work on a timely basis upon expiration of a leave of absence.
 - 8) Failure to maintain a current address and/or contact number as required by Article 6.7.1
 - 9) Failure to accept an offer of recall under Article 6.7.1.

When seniority has been terminated, the employee shall, on possible reemployment, be considered a new employee.

- 7.4 Transfer and Promotions. A transfer occurs when an employee in a job classification within one department in the Hospital Division moves in the same job classification to a position in another department. Requests for transfer from one department to another shall be considered after the employee has been in his/her position at least six (6) months (1,040 hours) which may be waived by mutual agreement of the employer and employee. Employee requests for transfer to job openings in other departments shall be filled by the employer using its judgement to hire the most qualified candidate to fill job openings. The employer may consider the seniority of an applicant as a tie breaker if needed after consideration of the applicant's skill, competency and ability. The employee must complete and timely submit an interdepartmental transfer request form to the Human Resources Department. An employee promoted to a higher classification in the same career field and for which the employee is generally qualified will be placed at the step which is at least three percent (3%) higher than the employee's current wage step. A promotion does not occur within the meaning of this Article if the employee is new to the job field, as a newly hired apprentice would be. An employee who transfers from one department to another in the same job classification will continue to be paid at the same step in the wage scale.
 - 7.4.1 Employees who transfer-into the bargaining unit from another department of the Hospital Division of Olympic Medical Center shall not lose their accrued vacation and all regular paid hours worked as defined by Article 4.5 will continue to determine their rate of vacation accrual. Placement on the

salary schedule is to be determined by the Medical Center, which will take into consideration related experience and skills. If the Medical Center determines that the employee's new position requires skills and responsibilities comparable to her/his previous position, the employee shall be paid at a comparable rate of pay.

- 7.4.2 Regular employees who transfer to per diem status shall retain the step placement on the wage schedule which they held at the time of transfer.
- 7.4.3 In the event a part-time employee is consistently scheduled by the department in his/her classification at least .2 FTE (eight (8) hours per week) above his/her assigned FTE, in six (6) consecutive months excluding:
 - a. Vacation or leave without pay
 - b. Medical leave (i.e., time loss injuries, maternity leaves, etc.)
 - c. Coverage for other authorized leaves of absence for twelve (12) weeks or less,

the employee may request his/her FTE to be increased to the hours and the schedule actually worked. The request will be granted, unless it is probable that the reasons for the extra work are concluding.

- 7.5 <u>Discipline for Just Cause</u>. The Employer shall have the right to discipline or discharge employees for just cause. Discipline imposed shall be conducted in a private and confidential manner. Employees are required to sign any disciplinary action to acknowledge receipt of the notice and shall be given a copy of the disciplinary notice. The employee may request a union representative during any investigatory meeting that may lead to discipline ("Weingarten right"). The employee will be told prior to the meeting that is an investigatory interview. Regular, Per Diem employees, covered by this contract, disciplined or discharged shall be entitled to utilize the grievance procedure.
- 7.6 <u>Job Openings</u>. When a regular job opening or vacancy occurs, notice of such job, including FTE and shift or combination of shifts, i.e. days, evenings, and/or nights, shall be posted on a previously designated bulletin board for at least ten (10) calendar days unless circumstances require immediate replacement. The Employer shall use its judgement to hire the most qualified candidate to fill job openings. The Employer may consider seniority of an applicant as a tie breaker if needed after consideration of the external and/or internal applicant's skills, competence and abilities. The employee must complete and timely submit an interdepartmental request form to the Human Resources Department.

The Employer agrees to meet with the Union to discuss hiring difficulty upon request of the Union regarding job vacancies that remain open for longer than six (6) months.

7.7 <u>Layoff Procedure</u>. Employees and the Union shall be given fourteen days' notice or sooner, if possible, of impending layoff. OMC shall meet with the Union at the request of the

Union during the fourteen (14) day period. Subject to Article 6. 1 and 6.2, the order of layoff shall be probationary employees and regularly scheduled employees (by reverse seniority) as defined in this Agreement.

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

Upon layoff, the names of laid off employees shall be placed on a recall roster for a period of twelve (12) months from the date of layoff. Vacancies will be filled from the recall roster in reverse order of seniority, subject to the requirements of Article 6.1. Employees are required to keep the Medical Center informed of the employee's current address and contact number. Failure to maintain a current address and contact number will result in forfeiture of recall rights.

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

Subject to the above qualifications, the most senior qualified employee notifying the Medical Center of their interest in a vacancy within the posting period under Article 6.6 will be offered the vacant position prior to any employees being newly hired and after any appropriate internal transfers of qualified regular employees in the job classification unless the employee on recall has more seniority then the current regular employee provided however, in the event an employee has notified the Medical Center in writing that the employee will accept recall to any vacancy in the employee's former job classification, the Medical Center will notify the employee they are recalled to the opening using the employee's contact number. An employee who is recalled to a vacancy is obligated to return to work within ten (10) calendar days of the date of recall unless mutually agreed otherwise.

Employees who fail to accept an offer of recall will forfeit recall rights.

- Notice of Separation. Regular full time and regular part time employees on a pro-rata basis upon satisfying the probationary period, shall be entitled to fourteen (14) calendar days' notice or pay in lieu thereof in the event of reduction in force, plus any accrued vacation (provided one year, 2,080 hours of employment, has been completed). Failure of an employee to give fourteen (14) calendar days' notice of intention to terminate shall result in forfeiture of all accrued benefits to which otherwise entitled.
- 7.9 <u>Work Rotation.</u> The Medical Center shall exercise its best efforts to attempt to avoid scheduling variable shifts for employees. The Medical Center agrees to meet with employees regarding concerns about work rotation or variable shifts upon request. Employees shall be responsible for working weekend, holiday, and shift assignments scheduled by department heads or supervisors. The Medical Center shall endeavor to distribute such work assignments

equitably, with due regard to volunteers. FTE is not the only factor in these assignments and each employee may be required to work a fair allocation of rotation independent of FTE. This Article does not preclude a regular weekend assignment to a particular full or part-time employee.

7.10 <u>Consecutive Work Days.</u> Consecutive workdays in excess of six (6) will be discouraged. Employees required to work on the seventh consecutive day or more shall be paid premium pay at time and one-half their regular rate of pay until they have a shift off from work, unless mutually agreed to by the employee and Medical Center.

ARTICLE 8 - LEAVES OF ABSENCE

- 8.1 <u>Leave Requests</u>. All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request and stating the conditions of the leave of absence, including conditions upon which the employee will return, shall be given by the Employer within thirty (30) days. A leave of absence shall commence on the first day of absence from work
- 8.2 <u>Family and Medical Leave Act (FMLA) of 1993</u>. As required by federal law, upon completion of one (a) year of continuous employment, any employee who has worked at least 1250 hours during the previous twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth or placement for adoption or foster care; or (b) care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job.

The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of a leave of twelve (12) weeks or less. Subject to satisfying the requirements of Article 11.3.3, the employee may elect to use any additional accrued paid time for which the employee is eligible during the leave of absence. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave.

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

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

8.3 <u>Maternity Leave</u>. An employee who qualifies for Family Medical Leave and takes leave due to a pregnancy or childbirth related disability is entitled to up to twelve (12) additional weeks of leave to care for a newborn in addition to leave taken for period of actual disability. Upon completion of the leave, the employee shall be entitled to return to her former or equivalent position unless business necessity requires the position to be filled during her absence.

8.4 Pregnancy or Childbirth Disability Leave for Employees not Qualified Under FMLA. In accordance with State law, an employee not qualified for FMLA who is disabled due to pregnancy or childbirth may request and shall be granted a leave of absence for the period of actual physical disability without loss of benefits accrued prior to the date such leave commences. If the employee's absence from work for pregnancy/childbirth does not exceed the period of actual physical disability, the employee will return to her former or equivalent position.

Medical insurance will be continued while the employee is on such leave for any period of time for which the employee otherwise qualifies for the Employer's grandfathered short-term disability plan under Article 12.1, hereinafter referred to as Grandfathered Short-Term Disability. The Employer may require a statement from a licensed medical practitioner verifying the physical disability and upon return, attesting to the employee's capability to perform the work required of the position.

- 8.5 Health Leave and Return to Work. A leave of absence for health reasons under Article 6.2 may be granted for a period of up to twenty-six (26) weeks, without loss of benefits accrued prior to the date such leave begins, provided, however, in the case of a health leave as a result of an on-the-job injury, a leave of absence may be granted for a period of up to fifty-two (52) weeks. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to their former or equivalent position. Thereafter, for the duration of the twenty-six (26) week leave (or fifty-two (52) weeks in the case of a leave for an on-the-job injury), upon requesting return to work, the employee shall be offered the first available opening in the employee's job classification for which the employee may be qualified by seniority. Prior to returning to work, the Employer may require a statement from a licensed medical practitioner attesting to the employee's capability to perform the work required for the position.
- 8.6 <u>Coordination of Leaves</u>. If a particular period of leave qualifies under FMLA or state law, or this Agreement, the leave shall run concurrently.
- 8.7 <u>Benefits Accrual</u>. Seniority, vacation, holidays, and credit toward longevity steps, do not accrue while an employee is on unpaid leave, or leave reimbursed under Grandfathered Short Term Disability.
- 8.8 <u>Union Leave.</u> Upon written request to department head and human resources, one month prior to leave start date, an employee may be granted up to six (6) months of unpaid leave to conduct union activity at the discretion of the employer. The employee will be eligible for COBRA continuation of health insurance while on unpaid leave.
- 8.9 <u>Washington Paid Family and Medical Leave</u>. Employees may be eligible to receive Paid Family and Medical Leave ("PFML") benefits from the Washington Employment Security Department ("ESD"). PFML provides between 12 to 18 weeks of partial wage replacement if the employee is unable to work due to his or her own serious health condition, the need to care for a qualified family member due to a serious health condition, to bond with a new child, or for certain military-related leaves.

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

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

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

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

ARTICLE 9 - WAGES AND CLASSIFICATIONS

9.1 <u>Wages</u>. The classifications and hourly rates of pay shall be set forth in Appendix A(former Clerical Unit) and Appendix B (Laundry job classifications) attached hereto.

<u>Step increases</u>. Step increases as provided for under the Appendix A will be implemented at the beginning of the first full pay period on or after completion of 2080 regular paid hours as defined in Article 5.5.

- YR 1: 3% increase across the board in all job classifications, effective the first full pay period following ratification of the contract by UFCW members and approval by OMC Board of Commissioners.
- YR 2: 2.5% increase across the board in all job classifications, effective the first full pay period following July 1, 2021.
- YR 3: 2% increase across the board in all job classifications, effective the first full pay period following July 1, 2022.
- 9.2 <u>Shift Differential</u>. Employees assigned to the second (evening) shift shall be paid a shift differential or premium of two dollars (\$2.00) per hour over the normal hourly rate; employees assigned to the third (night) shift shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour over the normal hourly rate. Shift determination shall be based on an equal or majority of hours worked within day shift (7a.m.- 3p.m.), evening shift (3 p.m.-11 p.m.), or night shift (11 p.m.-7 a.m.) and, in such event, shift differential shall be paid for all hours worked in the evening or night shifts.

- 9.3 <u>Temporary Assignment to Supervisor</u>. An employee temporarily assigned to perform the full duties and responsibilities of a supervisory position (as determined by the department head) for one (1) day or longer, shall be compensated at the rate of ten percent (10%) per hour over the employee's regular rate of pay for all hours spent in the higher position from the time the assignment began.
- 9.4 <u>Trainees and Training Premium</u>. "Trainee" means a new employee who is not able to perform all essential job functions without direct supervision and training or substantial oversight. Trainees will be assigned to a qualified trainer, as designated by OMC for on-the-job training unless such training is not required due to the employee's experience and qualifications. The training period may be up to four (4) weeks, and is subject to adjustment. An employee assigned to train a new employee shall be paid lead premium as provided for in Article 9.5 for all hours worked as a trainer while training in core job responsibilities; the trainer premium is not paid for orientation. Lead employees are not entitled to receive the 10% premium.
- 9.5 <u>Lead</u>. Lead is an assignment of additional responsibilities. Such additional responsibilities may include monitoring and reviewing work assignments of other employees, checking work for accuracy, assisting in making and/or adjusting daily work assignments of other employees, assisting with developing work schedules, giving advice and work instructions to other employees, providing input on employee performance, assisting in the development and maintenance of department policies and procedures, and participating in quality assurance activities. An employee assigned by the employer as Lead shall receive One Dollar Fifty Cents (\$1.50) per hour over the regular rate of pay for all hours assigned Lead responsibilities.
- 9.6 <u>Standby Pay</u>. Any employee placed on "standby status" will receive Two Dollars Seventy Five Cents (\$2.75) per hour when off hospital premises. Standby duty hours shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits.

9.6.1 Call-Back/Call-in.

- A. <u>Callback</u>. Callback occurs when an employee is summoned to work from standby status. When an employee is called back to work, the employee shall receive the overtime rate for a minimum of four (4) hours. An employee called back to work is required to clock in upon arrival consistent with hospital policy. Callback pay shall be paid in addition to any standby pay under Article 9.3. Exceptions to paying a four (4) hour minimum when called back:
- 1. In the event of multiple callbacks, the minimum shall not be required for any callbacks that begin within four (4) hours of the beginning of the first callback. The employee shall be paid for hours actually worked beyond the four (4) hour period at one-and-a-half (1-1/2) times the appropriate rate.
- 2. An employee who is assigned standby following their regular work shift who is held over will be paid at the overtime rate for the actual time worked beyond the

end of the work shift. The four (4) hour minimum will be paid if the employee is held over more than an hour and a half.

- 3. An employee called back within four (4) hours of the start of their regular work shift will be paid the four (4) hour minimum at time-and-a-half the appropriate rate for any hours overlapping into the employee's regular work shift and then the employee's regular straight-time hourly rate for the remainder of the employee's shift.
- B. <u>Call-In.</u> Call-in occurs when an employee who has not been placed on standby is summoned to work with less than twelve (12) hours' notice. If the employee is called in prior to the scheduled start of their shift, the employee will be paid at one-and-a-half (1 1/2) times the employee's normal rate of pay for the first four (4) hours worked and at straight time for the remainder of the scheduled shift. If the call-in occurs on the employee's scheduled day off, all hours worked will be paid at one-and-a half times (1 1/2) times the employee's normal rate of pay.
- 9.7 <u>Weekend Premium</u>. Employees shall receive two dollars (\$2.00) per hour weekend premium in addition to their regular rate of pay for all hours worked on the weekend. The weekend is defined as 2300 (11:00 PM), Friday through 2300 (11:00 PM) Sunday. Employees working a second consecutive weekend under Article 5.3 and per diems do not qualify for weekend premium. The weekend premium shall be considered part of the employee's regular rate of pay only when the employee works overtime. If at the request of the employee, it is mutually agreed in writing that the employee may work on a Saturday or a Sunday for employee convenience, the weekend premium shall not apply. Weekend premium is for mandatory scheduled work assignments occurring on the weekend (excluding any educational leave assignments).
- 9.8 <u>Coding Review Premium</u>. A premium of Two Dollars and Fifty Cents (\$2.50) per hour will be paid when a Patient Account Representative with the appropriate certification through AHIMA or AAPC is assigned the responsibility for reviewing the work of other Patient Account Representatives by Employer. Coding Review may be assigned by Employer to monitor and assure that appropriate procedure/diagnosis codes are being used for claims submitted by the department. The Manager or Supervisor is responsible for determining the need for this additional monitoring process, the number of hours per day and/or per week that are required to meet the needs of the department and for designating which Patient Account Representative(s) is assigned.

ARTICLE 10 – HOLIDAYS

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

New Year's Day Washington's Birthday Memorial Day Labor Day Thanksgiving Day Christmas Day Independence Day Three (3) Floating Holidays* Requests for floating holidays should be made fifteen (15) days prior to the month in which the day is requested to be taken, and will be scheduled by mutual consent.

- Probationary Employees. Although a probationary employee receives holiday pay, if the employee terminates during the probationary period, any holiday pay received shall be deducted from the employee's final paycheck.
- Pay for Holiday Worked. Any regular employee required to work on a designated 10.3 holiday (excluding the three (3) floating holidays) shall be paid one and one-half times the employee's regular rate of pay for the hours worked. Overtime worked on a holiday shall be paid two time (2x) the employee's regular rate of pay.
- Holiday Pay for Full and Part-time Employees. 10.4
 - 10.4.1 Holiday Pay for Full-time Employees. A regular full-time employee will receive eight (8) hours holiday pay in the pay period in which the holiday falls. If a holiday falls during the employee's vacation, the day will not be charged as vacation.
 - 10.4.2 Holiday Pay for Part-time Employees. Part-time employees shall receive time with pay for the holiday at his or her request.
- 10.5 Holiday Work Rotation. The Employer shall rotate holiday work equitably among employees.
- Holiday Pay Eligibility. To be eligible for holiday pay, an employee must have worked their last regularly scheduled shift before the holiday and their first regularly scheduled shift after the holiday unless the employee is on scheduled vacation or other pre-authorized paid absence.

ARTICLE 11 - VACATIONS

Eligibility and Accruals. Employees having completed six (6) months of continuous employment (one thousand forty (1,040) paid hours) shall be eligible to utilize accrued vacation hours. Employees shall be eligible to receive paid vacation benefits accrued according to the following schedule:

PAID VACA	ATION
112 hours	14 days
128 hours	16 days
152 hours	19 days
160 hours	20 days
168 hours	21 days
208 hours	26 days
	112 hours 128 hours 152 hours 160 hours 168 hours

Advances of Pay. Vacation pay may be paid to the employee prior to the start of his/her vacation, providing the employee requests the pay fifteen (15) days prior to vacation and the time requested has been accrued and approved.

11.3 <u>Vacation Scheduling.</u> The Employer shall retain the right to determine policies for scheduling vacation based on contract provisions, operational considerations and work load requirements, including but not limited to the number of employees, if any, who may be scheduled off at any given time. Employees shall notify the supervisor of their proposed vacation time between January 1 and February 28 of each year for the time period of March 16 through the following March 15. Employees who give such notice will be notified of their approved vacation dates by the supervisor by March 15. The supervisor will also post the approved vacation schedule for the department.

In the event of conflicting requests by employees for vacation time, length of service (seniority) shall prevail, provided that any requests for time off that include any days in a week in which there is a designated holiday shall be rotated equitably from one year to the next in order to provide all employees with the opportunity to take vacation during the holidays. No employee shall be granted the same time off more than one year in a row if there are conflicting requests. If there is more than one conflicting request, they shall be granted basded on seniority. Vacation requests are limited to two consecutive weeks unless a longer period of time is approved by the supervisor.

Vacation requests submitted after February 28 shall be considered on a first come, first serve basis.

- 11.3.1 <u>Changes</u>. The vacation of an employee shall not normally be changed if it was scheduled prior to transfer from one department to another. If an employee does not have a scheduled vacation at the time of transfer the vacation preference will be based on his or her seniority in the department to which he or she is transferred.
- 11.3.2 <u>Accrual Balances</u>. Vacation accumulation shall be made available to each employee upon request.
- 11.3.3 <u>Grandfathered Short Term Disability Coordination</u>. An employee shall be required to notify OMC as soon as reasonably possible (when the absence is foreseeable) in advance of the employee's scheduled shift if unable to report for duty. Employees will devote best efforts to meet the notification expectations that may be expressed by managers within the respective departments of OMC. OMC reserves the right to require reasonable written proof of such illness. Employees are expected to attend work reliably and predictably. Proven abuse of grandfathered short-term disability or forced vacation taken due to grandfathered short term disability entitlement (as sick leave) shall be grounds for discipline up to and including discharge.
- 11.3.4 <u>Vacation Accrual</u>. Except for unusual circumstances approved by the Employer in writing, an employee can accumulate double his or her annual vacation accrual Only if the Employer determines it cannot schedule such time off shall the employee be permitted to carry it over beyond two years.

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

The Employer shall provide employees forty (40) hours of sick leave into their PSL banks on September 1, 2020.

- 11.5 <u>Required Use of Paid Leave Benefits.</u> Employees are required to use all accrued paid leave benefits before requesting unpaid time off, with the exception of PSL benefits. Employees are not required to use accrued PSL benefits; however, the protections of the WA Paid Sick Leave Law only apply when PSL benefits are used.
- 11.6 <u>Employees who receive a premium in lieu of benefits.</u> Employees who receive a premium in lieu of benefits shall receive paid sick leave in accordance with the Per Diem Paid Sick Leave policy and will continue to receive a premium in lieu of all other benefits.

ARTICLE 12-- ATTENDANCE AND GRANDFATHERED SHORT TERM DISABILITY

12.1 Short Term Disability One-Time Determination of Eligibility (Conversion) Plan. In recognition of Washington State's Paid Family & Medical Leave (PFML) with benefits becoming effective July 1, 2020, OMC's self-insured Short-Term Disability plan shall be retired and converted on the first full pay period following September 1, 2020, per the conversion schedule in the GSTD plan. GSTD benefits shall be provided in accordance with the GSTD Plan, which shall be incorporated by reference into this Agreement. There shall be no changes to the GSTD Plan except by mutual agreement. This agreement does not apply to administrative plan changes.

ARTICLE 13 - CIVIC DUTY

Regular employees who are called to serve on jury duty or required to be a witness in court, regarding a hospital matter shall be compensated by the Employer for the difference between their jury/witness pay and their pay lost for regularly scheduled hours, provided, however, that if an employee is released early from jury duty, he/she shall return to work if work is available.

Employees on evening or night shift shall receive time off equivalent to their jury/witness time or, if not required to report to jury duty, work their regularly scheduled hours, as determined by the supervisor. Jury/witness pay shall be at the normal rate and such hours shall not count for purposes of overtime.

ARTICLE 14 - BEREAVEMENT LEAVE

14.1 <u>Bereavement Leave</u>. After ninety (90) days of employment as a regular full-time employee, up to twenty-four (24) hours of paid leave in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours may be granted for a maximum of forty (40) hours when extensive travel (in excess of 400 miles one

way) is required to attend a funeral or other service. Time requested for bereavement leave must be taken within ten (10) calendar days of the death of a family member or the bereavement of a family member. Documentation may be required by the Employer. The employee is responsible for contacting their supervisor/manager as soon as the need for leave is known in order to obtain approval. Bereavement leave shall be pro-rated for part-time employees

14.2 <u>Immediate Family</u>. "Immediate family" shall be defined as a grandparent, parent, spouse, domestic partner as defined in the Uniform Medical Plan, brother, sister, child, grandchild, or the in-law equivalent of parent, brother, sister, or the step equivalent of parent, brother, sister, or child. Documentation may be required by the Employer.

ARTICLE 15 - GRIEVANCES

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

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

- 15.2 <u>Step I Immediate Supervisor</u>. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible at the first level of supervision, as swiftly as possible. If any employee has a grievance, the employee (or Steward and/or the Union representative) shall present it in writing and first attempt to resolve the problem immediately with the employee's immediate supervisor. This must be done no later than twenty one (21) calendar days from the date the employee was aware or should have been aware of the facts that constitute the grievance. The immediate supervisor shall be given twenty one (21) calendar days to resolve the problem.
- 15.3 <u>Step II Department Head or Next Level of Management</u>. If the matter is not resolved to the employee's satisfaction at Step I, the employee (Steward and/or the Union representative) shall present the grievance in writing to the Department Head or next level of management within twenty one (21) calendar days of the department head's decision. The grievance shall state the facts and events, the specific provisions of this Agreement allegedly violated, and the remedy requested. The Department Head or next level of management shall reply in writing within twenty one (21) calendar days following receipt of the grievance. If denied, the Department Head or next level of management shall state the reasons for the denial.
- 15.4 <u>Step III Medical Center Administrator or Next Level of Management</u>. If the matter is not resolved to the employee's satisfaction at Step II, the employee the Steward and/or the Union representative, shall present the grievance to the Medical Center Administrator (or designee) or next level of management. If the Union disagrees with the Assistant Administrator as to the findings, interpretations or conclusions, the Union shall state the basis of disagreement with the Step II decision unless the Union's position is clearly stated in the original grievance, within twenty one (21) calendar days from the date of the Assistant Administrator's decision. The

Medical Center Administrator (or designee) or next level of management and the employee, Steward and/or the Union representative shall meet within twenty one (21) calendar days for the purpose of resolving the grievance. The Medical Center Administrator (or designee) or next level of management shall reply within twenty one (21) calendar days following this meeting, if denied, and state the reasons for denial if different than the Step II denial.

15.5 Step IV. Arbitration

- 15.5.1 <u>Arbitration Referral</u>. If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within ten (10) calendar days following the meeting between the Administrator (or designee) and the Union representative.
- 15.5.2 <u>Arbitrator Selection</u>. If the Medical Center and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators from Oregon and Washington shall be requested by the Union from the Federal Mediation and Conciliation Service or such other neutral panel as the parties may agree upon. The parties shall thereupon alternate in striking a name from the FMCS panel until one (1) name remains. The person whose name remains shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The parties reserve the right to reject a panel in its entirety.
- 15.5.3 Arbitrator Authority. The arbitrator's decision shall be final and binding, subject to the limits of authority stated herein. The arbitrator shall have no authority or power to add to, subtract from, disregard or otherwise change or modify any of the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.
- 15.5.4 <u>Arbitrator Limits</u>. The arbitrator shall base a decision solely on the contractual obligations expressed in the Agreement and recognized just cause concepts. The arbitrator is bound by the Agreement's language and may not substitute the arbitrator's own judgment for that of the Medical Center's.
- 15.5.5 <u>Procedural Disputes</u>. Any dispute as to a procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration.
- 15.5.6 <u>Fees and Expenses</u>. Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred incident to an arbitration hearing. All other expenses shall be borne by the party incurring such, and neither party shall be responsible for the expenses of witnesses called by the other party. Attorney fees incurred by either side shall be paid by the client retaining the attorney.
- 15.5.7 <u>Informal Resolution and Timelines</u>. The parties may meet and discuss any grievance referred to arbitration, and explore alternative resolutions. The parties may

use a mediator or negotiation spokesperson to assist in this collaborative effort. Timeliness may be extended by mutual written agreement.

ARTICLE 16 - NON-DISCRIMINATION

- 16.1 <u>Non-Discrimination</u>. The Employer and the Union agree to comply with all appropriate laws and regulations pertaining to discrimination because of race, color, creed, gender identity, religion, sex, national origin, age, marital status, sexual orientation or the presence of mental, or physical handicap subject to occupational requirements and ability to perform within those requirements. No employee shall be discriminated against or discharged for lawful union activity or lack of union membership.
- 16.2 <u>ADA Accommodation</u>. The Employer will provide the Union with notice and an opportunity to bargain with respect to a proposed accommodation that would require a waiver and/or modification of any term or condition of this Agreement.

ARTICLE 17 - AVAILABILITY OF HOURS

Part-time and per diem employees desiring additional hours, up to full time, shall notify the Department Director in writing. Insofar as is practicable, OMC shall utilize qualified, part-time employees first. Requests will be considered on seniority, availability and ability to do the work.

ARTICLE 18 - NO STRIKES OR LOCKOUTS

The parties to this Agreement realize that the Medical Center and other health care institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the agreement of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) the Medical Center shall not lock out its employees, and (b) neither the employees nor their agents or other representatives shall, directly or indirectly, authorize, assist or encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with operations of the Medical Center, including any refusal to cross any other labor organization's picket line or any dispute related to any other third party. In the event of a strike by employees in another bargaining unit, employees covered under this agreement shall not be required to perform other than their usual duties.

ARTICLE 19 - HEALTH, WELFARE AND PENSION

19.1 Health Insurance. Regular full-time employees and regular part-time employees assigned a .5 FTE or greater shall be covered by the Employer's standard Group Medical, Dental and Vision Plans at no premium cost to the employee, along with basic life insurance, Accidental Death and Dismemberment (AD & D), and basic long-term disability (LTD). Optional Life, AD & D and LTD insurance are available at the employee's cost. See the Group Medical, Dental and Vision Plan for further details.

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

.8 FTE or g	reater	.5 to .79 FT	E	
Spouse	50%	Spouse	40%	
Children	85%	Children	75%	

19.2 <u>Retirement Benefit</u>. OMC's contribution to the plan for all qualified participants will be 5% of the employee's base hourly rate plus an additional match to employee contributions up to 2% of gross income into either the 457 or 403 (b) Deferred Compensation Plan. See retirement plans for further details.

Note: The waiting period has been revised in the 401-A retirement plan to provide for enrollment beginning January 1 or July 1, whichever occurs first following 12 consecutive months of 1,000 hours worked versus the previous waiting period of two consecutive years of a minimum of 1,000 hours worked each year.

- 19.3 <u>Health Insurance Changes.</u> The Medical Center shall contact and consult with the Union prior to implementing a change to another medical insurance plan carrier.
- 19.4 <u>Surcharges</u>. The Employer may, in the future, assign a \$25.00 per month surcharge to the premiums due from members who use tobacco products and a surcharge of not less than \$50.00 per month to the premiums due from members who cover a spouse or domestic partner where the spouse or domestic partner has chosen not to enroll in other employer-based group health insurance. Applicable surcharge shall be paid by any affected employee.
- 19.5 <u>Hepatitis B.</u> Because Hepatitis B is a serious occupational hazard and since employees are exposed to patient secretions, blood and blood products, in the interests of prevention, the Employer will provide, free of charge, the Hepatitis B vaccine to those employees who desire immunization.
- 19.6 <u>Exposure Protocol.</u> The Employer shall continue to provide confidential information on and referral on a timely basis for employees exposed to blood and bodily fluid. The Employer's body fluid exposure protocol shall meet Centers for Disease Control (CDC) guidelines.
- 19.7 <u>Infection Control Update.</u> The Employer shall provide an annual infection control update on paid time for all employees, in accordance with applicable statutes and regulations.
- 19.8 <u>Access to Personal Protective Equipment.</u> The parties agree during a declared national or State of Washington state of emergency/pandemic, the employer will endeavor to provide employees with access to appropriate Personal Protective Equipment (PPE).

ARTICLE 20 - GENERAL CONDITIONS

20.1 <u>Past Practices.</u> Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless

specifically provided in this Agreement to the contrary, past practices shall not be binding on the Employer. The Employer will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the employees in advance of the change and notify the Union.

- 20.2 <u>Special Equipment</u>. Excluding clothing and wearing apparel, all special equipment shall be furnished by the Employer.
- 20.3 <u>Mandatory Meetings</u>. All time spent at mandatory meetings called by OMC shall be considered as time worked.
- 20.4 <u>Industrial Compensation</u>. All employees covered by this Agreement shall be covered under Washington State Worker's Industrial Compensation or guaranteed equal coverage through a self-insurer's program.
- 20.5 <u>Lounge Area</u>. Lounges, restrooms and lockers shall be provided for employees' use.
- 20.6 <u>Personnel File</u>. Employees shall have the right to review and comment on any items in their personnel file with which they disagree or believe contains inaccuracies. The employee's written comments shall be included in the employee's personnel file.
- 20.7 Leave for Training. Up to three (3) days per year of leave pay may be granted to regular scheduled employees for attending educational meetings approved by OMC, such as workshops, seminars, and educational programs, provided the number of employees wishing to attend does not jeopardize the hospital service. The term "educational meeting" is defined as those conducted to develop skills and qualifications of employees for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted for any purpose relating to labor relations or collective bargaining. If training is requested by OMC, mileage shall be paid at current policy.
- 20.8 <u>Safety Committee</u>. One employee from the bargaining unit shall be elected as a representative on the hospital safety committee.
- 20.9 <u>Job Descriptions</u>. Upon hire and/or transfer, each employee will be given a job description appropriate to their position. OMC will review each employee's job description periodically in accordance with Hospital policy. Employees may request review on the basis of a belief that the description is not accurate.
- 20.10 <u>Personnel Policies</u>. All employees of this bargaining unit, in addition to being governed by this Agreement, shall be subject to the Personnel Policies published by the Medical Center having general applicability to all employees of the Medical Center and any subsequent Personnel Policies, rules and regulations that may be promulgated in the future so long as they do not conflict with a specific provision of this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

20.11 <u>Labor Management Committee</u>. It is agreed that there shall be a Labor Management Committee (the "LMC") formed to discuss labor management issues which will include improved communications between Employer and Employees, departmental scheduling issues and other Employee concerns. While the LMC is advisory, the intent and purpose is to discuss issues in a collaborative manner and to solve problems without the use of the grievance procedure or waiting until negotiations. The LMC shall meet at least quarterly at the request of either party and shall consist of up to five (5) representatives from the Employer and up to five (5) employee representatives. The Union Representative will also be invited. LMC meetings shall be compensable time at the regular rate of pay for the employee representatives in attendance.

ARTICLE 21 - SUBCONTRACTING NOTICE

- 21.1 At the time of ratification of this Agreement it is understood that the Employer has no plan or pending plan to subcontract any bargaining unit work.
- 21.2 The Employer agrees to give the Union at least ninety (90) days advance written notice prior to any decision to subcontract. The Employer and the Union will meet within fifteen (15) calendar days of the date of a written notice to begin good faith discussions related to the potential subcontracting.
- 21.3 The Employer shall meet and confer with the Union, and will provide the Union with information concerning the proposed subcontracting, including but not limited to, the reason, need, financial impact, affected work and employees, and alternatives considered.
- 21.4 These good faith discussions of options and needs will include but are not limited to:
 - Union proposed options and reasonable alternatives that could meet the Employer's primary business needs and
 - Potential options with subcontractor that could enable hiring of affected Olympic Medical Center employees in order of seniority to perform the work
- 21.5 The discussions regarding this subcontracting shall conclude within sixty (60) days from the date of the Employer provided advance written notice of a decision to subcontract.
- 21.6 The Employer agrees to bargain with the Union regarding any effects on employees of its subcontracting decision.

ARTICLE 22 - SEPARABILITY

It is the belief of both parties to this Agreement that all provisions are lawful. If any Article or Paragraph of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at the mutually satisfactory replacement of such Article or Paragraph.

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect on as of the date of ratification and shall end June 30, 2023 at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open the Agreement for the purpose of discussing a revision within sixty (60) days prior to said expiration of each anniversary thereof upon written notice being served.

notice being served.	
IN WITNESS WHEREOF the parties hereto have of this, 2020.	caused this Agreement to be duly executed
APPROVED BY: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 21	APPROVED AND RATIFIED BY: OLYMPIC MEDICAL CENTER
Faye Guenther, President	Darry Wolfe, Chief Executive Officer
Evelyn Orantes-Fogel, Negotiator	Jim Leskinovitch, President Board of Commissioners
	Jennifer Burkhardt, Chief Human Resource Officer, General Counsel

LETTER OF UNDERSTANDING - ONE

From the October 26, 2011 letter to Chuck Ardingo

1. Waiver of certain co-pays/co-insurance for hospital services. On a quarterly calendar basis, benefit eligible employees may submit any Explanation of Benefit forms (along with copies of any bills paid for services) for the employee and/or any eligible dependents for the quarter in order to obtain a waiver of (or reimbursement for, in the case of services for which the employee has already paid) any hospital services, including co-pays for overnight stays, that exceed \$100 for the quarter for the employee and/or their eligible dependents combined.

Requests for the first calendar quarter must be submitted along with required document by April 30; for second quarter by July 31; for third quarter by October 31; and fourth quarter by January 31. Administration of the waiver is subject to the employee providing adequate documentation that the required annual plan deductible for the employee and/or eligible dependent has been satisfied.

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

At the beginning of each year, the Employer will communicate to all employees at least in email form regarding the Waiver Request Form which contains the information regarding the form and process.

2. Cash out of accrued unused vacation:

Interested employees have an annual option under OMC policy #6.07 (Selling of Vacation Options) for cashing out vacation at 90% of the full value of the hours, subject to certain eligibility requirements. OMC policy #6.07 is designed to assure compliance with IRS regulations.

LETTER OF UNDERSTANDING - TWO

The Coding Review Premium in paragraph 9.8 is currently being sunsetted. Notwithstanding this, as a "grandfathered provision," the one employee who is currently assigned this premium as of the date of ratification of the 2017 collective bargaining agreement shall continue to receive the premium for all hours worked so long as the employee continues in the current job classification (Patient Account Representative) with the appropriate certification through AHIMA or AAPC, performing this assignment, at a rate of Two Dollars Fifty Cents (\$2.50) per hour.

LETTER OF UNDERSTANDING – THREE

Those employees classified as Customer Service Assistant – Rehab in the OMC Physical Therapy Department, currently in the UFCW 21 Support Services/Clerical Unit, will be retitled "Rehab Aide" and placed in the UFCW 21 Professional Technical Unit. They will transfer to the ProTech Unit with no adjustments to their seniority, accruals, or anniversary dates. Wages shall be as set forth in this collective bargaining agreement for the period 2017-2019, and thereafter shall be recorded in the ProTech collective bargaining agreement.

LETTER OF UNDERSTANDING - FOUR

The Employer agrees to review the following three job classifications along with the incumbents holding those job classifications for consideration of re-classification:

- Customer Service Assistant to Customer Service Representative
- Centralized Scheduling Rep to Referral Coordinator
- Patient Access Representative II to Patient Access Specialist

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	18.11	17.39	15.38	19,13	16.88	15.38	17.39	17,39	16,43	17.39	17.58	15 29	19.72	17.39	20.17	19,97	19.02	19,21	17.08	19.71	17.08	19.31	16,99	14.80	19,13	18.31	16.40	17,63	CT.67	10 10	20.89	19.13	22.34	19.72	19.72	19.13	16.88	18 11	16.66	15.38	15.38	15,38	17.12	14,86	
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	18.79	18.04	15,91	19.83	17.50	15.91	18.04	18.04	17.06	18.04	15.51	15 01	20.42	18.04	20.89	20.69	19.72	19.92	17.70	19 92	15.91	20.02	17.61	15.32	19,83	18.95	16.99	18.25	19.63	10.00	21.62	19.83	23.14	20.42	20.42	19.83	17.50	18.79	10.70	15.91	15.91	15.91	17.74	15.44	
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1	18.56	17.82	15,76	19.61	17.30	15.76	17.82	17.82	16.84	70.71	17.07	15 76	20.22	17.82	20.67	20.47	19.50	19.69	17.50	19.60	15.76	19.80	17.42	15.17	19.61	18.76	16.81	18.07	19.61	44.44	19.61		22.90	20.22	19.61	17.30	18,56	18.56	17.07	15.76	15.76	CC /T		15.23	
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1011	21.42	20.58	18.17	22.61	19.94	18.17	20.58	20.58	19.44	20.30	70.17	18 17	23.29	20.58	23.85	23.62	22.49	22.71	20.17	22 71	18.17	22,83	20.08	17.49	22.61	21.63	19,37	20,83	22.61	10.42	22.61		26,40	23,29	22.61	19.94	21.42	21.42	19.68	18.1/	18.17	20.24	3	17,58	
	21.81	20.95	18.49	23.03	20.32	18,49	20.95	20.95	19.82	20.95	10.49	18 40	23.72	20.95	24.28	24.05	22.90	23.12	20.55	22.17	18.49	23.25	20.47	17.80	23.03	22.02	19.73	21.19	23.03	17.57	23.03		26.87	23.72	23.03	20.32	21.81	21.81	20.03	18.49	18.49	70,07	3	17.89	
0	22.18	21.33	18.81	23.45	20.68	18.81	21.33	21.33	20.15	21.33	10.01	18 81	24.16	21.33	24.70	24.46	23.29	23.52	20.91	23.52	18.81	23,68	20.83	18.13	23.45	22,43	20,10	21.60	23.45	10,00	23.45		27.37	24.16	23.45	20.68	22.18	22.18	20.41	18.81	18.81	20,96	3	18,22	
101	22.59	21.72	19.17	23.85	21.04	19.17	21.72	21.72	20.50	21.72	74.77	19 17	24.59	21.72	25.15	24.91	23.72	23.95	21.28	72.05	19.17	24.08	21.19	18.45	23.85	22.83	20,45	21.98	23.85	10,01	23.85		27.85	24.59	23.85	21.04	22.59	22.59	20.77	10.17	19.17	21.35		18.54	
	23.00	22.09	19.52	24.28	21.43	19.52	22.09	22.09	20.89	50.77	75.61	10 57	25.02	22.09	25,61	25,36	24.15	24.38	21.68	27.29	19.52	24.52	21.60	18.78	24.28	23.23	20.83	22.35	24.28	20.00	24.28		28.36	25.02	24.28	21.43	23.00	23.00	21.12	19.52	19.52	21,74		18.88	
	23.41	22.50	19.86	24.73	21.82	19.86	22.50	22.50	21.26	06.27	77 FO	19 86	25.48	22.50	26.06	25.81	24.58	24.82	22.08	24.00	19.86	24.97	21.98	19.11	24.73	23.67	21.21	22.77	24.73	07:03	24.73		28.87	25.48	24.73	21.82	23,41	23,41	21.52	19.86	19.86	72,11		19.23	
	23.83	22.91	20.24	25.19	22.19	20.24	22.91	22.91	21.63	16:77	47.07	20 24	25.93	22.91	26.55	26.30	25.01	25.25	22.44	25 25	20.24	25,43	22.35	19.48	25.19	24.08	21.57	23.18	25.19	1	25.19		29.39	25.93	25.19	22.19	23.83	23.83	21.91	20,24	20.24	75.52		19.57	
	24.25	23.30	20.60	25.62	22.60	20.60	23.30	23.30	22.05	10:52	00.02	20 60	26.40	23.30	27.01	26.75	25,46	25.71	22.87	75.71	20.60	25.87	22.77	19.82	25,62	24.50	21,96	23.60	25.62	27.72	25.62		29.91	26.40	25.62	22.60	24.25	24.25	22,30	20.60	20,60	22.93		19.91	
	24.74	23.77	21.01	26.14	23.06	21.01	23.77	23.77	22.49	23.//	T0.T7	21 01	26.93	23.77	27.55	27,29	25.97	26.23	23.32	26.52	21.01	26.39	23,23	20.2	26.14	24.99	22.40	24.07	26.14	10.5	26.14	8	30.51	26.93	26.14	23.06	24.74	24.74	22.74	21.01	21,01	23.39		20.31	

Perdiem Standby Premium

15%onbase \$ 2.75

Lead Premium Weekend Prem

1.50 2.00

Eve Shift Diff Night Shift Diff

2.00

	52	4.7	20	5	8	20	47	47	30	4	3	20	70	47		74	73	60	61	4	6 6	43	5 6	, EE	10		8 8	25		36	65		75 05		88	70	70		5 8	55 9	2 33	20	20	20	45	Ι	15	
Contract Consider Anna	Onc Chg Capture/PT Svs Rep	Customer Service Rep	Custamer Service Asst	Secret Irans. II	becre/ Irans. I	Imaging Services Rep	Referral Coordinator	Mammo Services Assistant	Centralized Scheduling Rep	Diagnostic Imaging	Referral Coordinator	Customer Service Asst	Reimbursment Spec	Customer Service Rep	Physical Therapy/Rehab	Financial Counseling Specialist	Application Analyst	Credit/Audit Specialist	Financial Counselor II	Financial Counselor I	Pat Acct. Rep. II	Pat Acct. Rep. 1	Reimbursement Applications Specialist	Reimbursement Appplications Rep II	Reimbursement Appplications Rep I	Patient Financial Services	Pat Access Rep. II	Pat Access Rep. I	Patient Access Services	Schedule and Charge Entry Clerk	Clinical Support Specialist	New Family Services	Cert MS Cred Spec	Medical Statt	MR Code Tech II	Charge Capture Specialist	MR Code Tech I	Data Quality Tech II	Data Quality Tech I	Discharge Analyst	35 ROI Tech/Birth Registrar	Record Retention Clerk	20 Chart Technician	File Clerk	Program Asst	Education	Accts. Pay_Clerk	Accounting
15.50	18.29	17.55	15.50	19.29	10.71	15.50	17.55	17.55	16.60	17.55	17 55	15.50	19.90	17.55		20.34	20.15	19.17	19.35	17.21	19.35	17.21	15.67	17.14	14.92	13.23	18.46	16.55		17.77	19.29		21.06	10.00	22,53	19.90	19.90	19.29	17.01	18.29	18.79	15,50	15.50	15,50	17.27		15.01	
	18.61	17.87	15.78	19.6E	17.35	15.78	17.87	17.87	16,89	10.71	17 87	15.78	20.25	17.87		20.70	20.50	19.53	19.72	17.54	1	17.54	1	17.47	15,20	15,00	18.80	16.85		18.10	19.66		21 43	10.00	22.94	20.25	20.25		17 35	18.61	18.61	15.78	15.78	15.78	17.57		15.28	
	18.93	18.18	16.08	20.00	1/.65	16.08	П	18.18	17.18	01.01	Т	16.08	20.62	18.18		21.08	20.88	19.89	П	17.85	Т	17.85		17.77	15.47	20.00	Τ			18.43	20,00	Ш	20.00	200	23,36	20.62	20.62		17.65		Т	16,08	П	16.08	17,90	П	15,54	
	19.27	18.53	16.36	20.35	1/.96	Т	Г	18.53		10:00	Т	16.36	20.99	18.53		21.46	21.26	П	П	Т	Т	18.16	16 36	18.09	15.74	20.55	Т	17.44		18.75	20.35	П	20,33		23.76	20.99	П	П	17 96		19 27			16.36	18.21	П	15.82	
	19.64	18.86	16.64	20.73	Т	Г	Г			TO:00	T	16.64	21.35	Γ	П	П		П	П	T	T	18.51	T	Т		20,75	T	17.76		19.08	20.73		22.60		24.20	21.35			1	1	19.03	Т	16.64	16.64	18.54		16.12	
	19.98	19.18	16.94	21.11	Т	Т	Г	19.18	18.13	15.10	Т	16.94	21.75	Γ		П		П	21.18	18.82	21.18	18.82	Т	T	16.32	11.17		П		19.43	21.11	П	27.17	T	24.63	21.75	П	Т	T	T	19 98	Г		16.94	18.87	Т	16.41	
	20.33	19.55	17.26	21.4/	Т	Т	Г	19.55	18.46	19:00	T	17.26	22.15		П	П	П	٦	П	Т	Т	19 17	T	Т		/#.T2	Т	Т		19.78	21.47	П	23.44		25.08	22.15	П	T	T	Т	20 33	Г	П	17.26	19,20	Т	16.68	
	Г	Г	17.56	/8.17	Т	Т	Г	19.90	18.80		1	17.56	22.53	Γ	П	П	22.83	П	Т	T		1950	Τ	T		71.0/	Т	Т	П	20.13	21.87	П	28.50		25.52	22.53	П	П	19 29	Т	20.71	Г	П	17.56	19,57	Т	16.99	
	21.09	П	17.88	12.23	Т	1		20,25		20.23	1	17.88	22.94						П	1		19.88	T	Т		72.21	Т	Т	П	20.49	22.27	П	24.28	Î	25.97	22.94		П	19.65	Т	21.09	Т		17.88	19.92	Т	17.32	
	Г	20.63	18.19	22.65	T	Т		Γ	19.48	20.02	Т	18 19	23.37	Γ		П		П	22.74	T		20 21	Τ	20.14	П	22.00	Т	Т		20,87	22.65		24.03		Г	23.37	П	Т	20.00		21 45		П	18,19	20,27		17.62	
	21.85	20.99	18.53	23.0/	Т	Г	Г	20.99	19.83	20.33	Т	18.53	23.76		П				П	Т	Т	20.57	Τ	Τ	П	75,07		Т	П	21.24	23,07	П	25.07		26.93	23,76	П		20.24	1	20.07		П	18.53	20,64		17,93	1
	Г	Г	18.86	23.49	Τ	Г	Г	21.37			1	18.86	24.20	Ī	П	П		٦	П	Т		70.96	Т	Т		25,43	Т	Т		21.62	23.49	П	25.64	l	27.41	24.20			20.73		20.43	П		18.86	21.02		18,25	
	Т	Г	19.19	8	Т	19.19	П	П			T		24.64			П		П	П	Т	Т	Т	Т	Т	18.50	W	Т	20.50	П	22.03	23.92	П	26.09	П	Т		П	П	Т	Т	20.82	П	П	П	21,38		18,59	8
			19.56			19.56					22.15			22.15		ı			24.43						18.82	ii)	1	20,86		22.42	24.33	П	26.56						1		21.18				21.77	П	18,91	Г
	23.46		П		1	19.91				8	77 52		25.52										П		19.16	ill	П	21,24	Ш	22.79	24.77	П	77.03			Ш		Н	- 1	1	21.54	Ш	ш	Н	7 22.17		19.25	
	23.87		П		Т	20.26					20.05			22.95											19.50			21.63		23.22	25,22	П	27.52								21,95				22.55		19.61	
	1	23.37	П		22.64		23.37				75.02		1	23,37					1						19.87	00	1	22.00		23.65	25.69	П	28.05	10					1	1	22.34		П		22.97		19.97	
	Г	23,77	П	T	Т	21.01					72 77	ď		23,77								23.32			20.21			22.40	Ш	24.07	26.14	П	28 57					26.14			24.74			Ш	23.39	I	20.31	
	Г	7 24.24	П		Ī	21.43				74,24	1	21.43		7 24,24		П	27.83	-1		- 1	-1			1	20.62		1	22.85	П	24.55	26.66		29.09		1					1	25.20	Т		21.4	23.86	Т	20,72	

Perdiem Standby Premium

15%onbase \$ 2.75

Lead Premium Weekend Prem

1.50 2.00

Eve Shift Diff Night Shift Diff

2.50

UFCW-Laundry
Effective 10/4/2020 (Yr1-3% Increase for Washer; 9% increase for Helper)

5	10	20	Grade
5 HELPER	WASHER	20 BLANCA DELEON	Position
14.0828	16.76		Base
14.3008	16.95		Step 1
14.5079	17.16		Step 2
14.715	17.36		Step 3
14.9439	17.57		Step 4
15.1619	17.78		Step 5
15.369	17.97		Step 6
15.5761	18.17		Step 7
15.7941	18.36		Step 8
16.0121	18.59		Step 10
16,2301	18.80		Step 12
16.4481	18.98		Step 15
16.6552	19.19		Step 20
16.8623	19.38		Step 21
17.0803	19.59		Step 22
17.3092	19.81	21.15	Step 23

NOTES:

No Step 18 added, because the table already has Step 20 Blanca DeLeon took Anita Weem's place on Grade 20

Weekend Premium Lead/Charge Premium Evening Shift Differential Per Diem 0.15 2.00 1.5 2

UFCW-Laundry PD Effective 10/4/2020 (15% on base)

Grade 10 15% on base Grade 5 15% on base

2.5137 2.1124

5	10	20	Grade
5 HELPER	10 WASHER	20 BLANCA DELEON	Position
16.20	19.27	(4.5)	Base
16.41	19.47		Step 1
16.62	19.67		Step 2
16.83	19.87		Step 3
17.06	20.09		Step 4
17.27	20.29		Step 5
17.48	20.49	10	Step 6
17.69	20.68	×	Step 7
17.91	20.88		Step 8
18.12	21.11	1	Step 10
18.34	21.31	**	Step 12
18.56	21.50	40	Step 15
18.77	21.70	•	Step 20
18.97	21.90	*:	Step 21
19.19	22.10	1/4	Step 22
19.42	22.32	24.32	Step 23

			Grade
5 HELPER	10 WASHER	20 BLANCA DELEON	Position
14.43	17.18	(00)	Base
14.66	17.38		Step 1
14.87	17.59		Step 2
15.08	17.79		Step 3
15.32	18.01	•	Step 4
15.54	18.22		Step 5
15.75	18.42	• 2	Step 6
15.97	18.62	•	Step 7
16,19	18.82		Step 8
16.41	19.06		Step 10
16.64	19.27	62	Step 12
16.86	19.46	lica	Step 15
17.07	19.67	i i	Step 20
17.28	19.87	2.	Step 21
17.51	20.08	101	Step 22
17.74	20,30	21.67	Step 23

NOTES:

No Step 18 added, because the table already has Step 20 Blanca DeLeon took Anita Weem's place on Grade 20

Per Diem Weekend Premium Lead/Charge Premium Evening Shift Differential 0.15 2.00 1.5 2

UFCW-Laundry PD Effective7/11/2021 (15% on base)

Grade 10 15% on base Grade 5 15% on base

2.5766 2.1124

UFCW-Laundry Effective 7/10/2022 (Yr3-2% Increase)

10	1	200	3		Grade
WACHEN	WASHED	JOONACH OFFICER	BI ANCA DELEON		Position
17.34	1757		0		Base
1/./J	17 73		8		Step 1
1/.54	1704		86		Step 2
T0.13	10 15		e i	100	Step 3
10.57	10 27		333		Step 4
TO:02	10 E0		60		Step 5
10./5	10 70		AL.		Step 6
13.00	1000		2		Step 7
15.20	10.70		0.5	100	Step 8
15.44	10 44			100	Step 10
75 DO	10.65		0	1000	Step 12
CO.61	10 05			165	Step 15
20.00	30.06		ò	0.0	Step 20
17.07	70.77				Step 21
20.40	30.40			-	Step 22
ZU./1	30 71	AT.77	22.40		Step 23

NOTES:

No Step 18 added, because the table already has Step 20
Blanca DeLeon took Anita Weem's place on Grade 20
Per Diem 0.15
Weekend Premium 2.00
Lead/Charge Premium 1.5
Evening Shift Differential 2 Per Diem
Weekend Premium
Lead/Charge Premium
Evening Shift Differential

UFCW-Laundry PD Effective 7/10/2022 (15% on base)

SHELPER	WASHER	20 BLANCA DELEON	
16.84	20.15	٠	
17.06	20.35		
17.28	20.57	100	
17.50	20.77		
17.74	21.00	٠	
17.96	21.21	*	
18.18	21.42		
18.40	21.62	٠	
18.63	21.83	•	
18.85	22.07	*	
19.08	22.28	•	
19.31	22,47		
19.53	22.69	327	
19.74	22.89		
19.97	23.11	22	
20.21	23.34	25.42	

Grade 10 15% on base Grade 5 15% on base

2.6281 2.1124

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 legally-binding 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