

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN  
SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE 1199 NW  
AND PROVIDENCE ST. JOSEPH'S HOSPITAL  
CHEWELAH, WASHINGTON

2023-2026

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This Agreement is made and entered into by and between the SEIU Healthcare 1199 NW hereinafter referred to as the "Union" and Providence St. Joseph's Hospital, hereinafter referred to as the "Hospital" or the "Employer". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

#### **ARTICLE 1 - PREAMBLE**

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hours and other conditions of employment, and to provide an orderly system of employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

It is intended that this Agreement will meet, among others, the following purposes:

- 1) To provide for the highest degree of efficiency and effectiveness in the accomplishment of the mission of Providence St. Joseph's Hospital;
- 2) To promote fair and reasonable working conditions; and
- 3) To adjust promptly any grievances arising under this Agreement.

#### **ARTICLE 2 - RECOGNITION**

**2.1 Recognition.** The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, part-time and supplemental employees employed by the Employer at its Chewelah, Washington facility in the job classifications that were included in this bargaining unit certified by the NLRB in Case No. 19-RC-14113: financial counselors, discharge planners; respiratory therapists; restorative aides; social workers; LPNs; surgical technicians; CT/mammo technicians; clerical assistants; medical records clerks; registrars ; physical therapy secretary; unit secretaries; nursing charge coordinator; maintenance engineers; dietary aides; laboratory assistants; pharmacy technicians; linen aides; cooks; physical therapy aides; radiology aides; certified nursing assistants; nurse technicians; and environmental aides; coder abstractor RHIT, coder non-certified. This bargaining unit excludes all other employees, including but not limited to, professional employees (such as physicians, RNs, CRNAs, physicians assistants, medical technologists, occupational therapists, physical therapists, pharmacists and activity coordinators), supervisors, managers, guards, and a confidential employee (the administrative secretary), as defined by the National Labor Relations Act.

#### **ARTICLE 3 - MEMBERSHIP**

**3.1 Membership.** All employees working under this Agreement on its effective date who are then members of the Union and all employees who voluntarily become members of the union during their employment under this Agreement must remain a member in good standing for the life of the Agreement. The requirement to remain a member in good standing will be satisfied by the payment of regular initiation fees and dues uniformly applied to other members of the Union for the class of membership appropriate to employees in the bargaining unit. It will also be satisfied by paying that portion of dues that supports the Union's collective bargaining activities (the Union's "fair share" representation fee) or making alternative payments to a non-religious charity in accordance with applicable law. A member in good standing may voluntarily withdraw from membership by giving written notice to the Union and the

Hospital, provided such notice is received by the Union and the Hospital within the final sixty (60) days of this Agreement. If such an employee fails to give timely notice of withdraw, the employee must maintain membership in good standing until s/he gives timely notice of withdrawal during a subsequent contract.

All bargaining unit employees who are hired after the effective date of this Agreement shall have thirty (30) calendar days from the date of hire in which to give written notice by certified or registered mail to the Union at its headquarter offices of their intent to not join the Union or pay service fees to the Union. Such written notice must be postmarked within thirty (30) calendar days from the date of hire, with a copy furnished to the Employer.

In the event a newly-employed bargaining unit employee fails to exercise the foregoing option within thirty (30) days, then said employee shall be required to become a member of the Union (or pay the service fee) within sixty (60) calendar days from the date of hire. Failure to comply with this condition after the passing of sixty (60) calendar days shall, at the written request of the Union, result in immediate discharge of the employee.

**3.2 Dues Deduction.** Upon presentation of a voluntarily submitted, individually signed dues deduction form the Hospital agrees to deduct from the paycheck of any employee in the bargaining unit in twenty-four (24) equal deductions per year the monthly dues required of members by the Union. The amounts deducted will be transmitted by the Hospital to the Union by check payable to the Union's order each month. Upon issuance and transmittal of this check to the Union, the Hospital's responsibility shall cease with respect to the deductions. The Union and each employee authorizing the assignment of his/her wages for the payment of Union dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, actions or proceedings arising from any dues deductions made hereunder by the Hospital. The Union shall advise the Hospital of any adjustments made to the dues at least thirty (30) days in advance of the effective date of such adjustment. An employee may withdraw from dues deduction upon written notice to the Hospital and the Union.

Bargaining Unit Information. Every month, the Employer shall provide the Union with a list of the employees in the bargaining unit, their employee identification number, home address and telephone number, position held, status (i.e., full-time, part-time or supplemental), date of hire, date of termination (if applicable) and current rate of pay.

#### **ARTICLE 4 - UNION REPRESENTATION**

**4.1 Union Access.** The Union's authorized staff representatives may have access to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance at reasonable times, after advance notice to the Hospital's Administrator or Human Resources Manager. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital.

**4.1.1 Exclusive Representative.** The Union, as the sole and exclusive representative of the bargaining unit employees, shall have the exclusive right to represent employees in the contractual grievance procedure herein.

**4.2 Delegates.** The Union may select employees from the bargaining unit to function as delegates. The Union will give the Employer written notice of the names of delegates, their normal hours/shift, location, department(s) assignment, and designated backup. Unless otherwise agreed to by the Employer, the investigation of grievances and other union business shall be conducted only during non-working times and shall not interfere with the work of other employees. With prior notice to the supervisor, a steward will be granted unpaid release time as needed to adjust grievances.

**4.2.1 Training** Up to three (3) delegates shall be allowed time off to take eight (8) hours of training in leadership development and resolving workplace issues, with prior notice to the supervisor. Such notice should be given as soon as reasonably possible. Delegates may elect to take this time as unpaid or use their PTO. Notification and time off shall be in accordance with Article 15.11 Union Leave.

**New Hire Orientation.** With prior supervisory approval, a delegate will be given unpaid leave for one-half hour during the General Orientation to introduce this Agreement to new bargaining unit employees. The employer will notify a designated union delegate of the dates of new hire orientation for the calendar year no later than January 1st of that year. By the end of the week prior to each new employee orientation, the employer will endeavor to make available to the Union a list of all bargaining unit employees then scheduled for orientation. This list shall include the date of orientation, name, FTE, job classification, start date, shift, department, of each new bargaining unit employee attending the orientation.

**4.2.2. Negotiations.** Subject to notification by the staff to their appropriate supervisor and scheduling requirements, the Employer will endeavor to give negotiating team members unpaid release time for contract negotiations. Time spent during negotiations will be treated as time worked for the purposes of seniority accrual and maintaining eligibility for health and welfare benefits.

**4.3 Bulletin Boards.** If the Union provides bulletin boards, the Hospital will designate them for the use of the bargaining unit for the posting of official Union notices relating to Union business. Any posted notice shall be signed or initialed by a delegate and courtesy copies shall be provided to Human Resources at the time of posting

**4.4 Distribution of Agreement.** The Union shall provide copies of this Agreement to each bargaining unit employee presently employed. A bargaining unit representative shall provide a copy to new employees during orientation. The cost of reproducing the Agreement for these purposes shall be borne by the Union.

**4.5 Meeting Rooms.** The Union may use Hospital meeting rooms for educational offerings or meetings provided advance request is made to Human Resources or designee, and space is available.

## **ARTICLE 5 - DEFINITIONS**

**5.1 Regular Full-Time Employee:** An employee who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a fourteen (14) day period, and who has successfully completed the probationary period.



**5.2 Regular part-time Employee:** An employee who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the probationary period. Unless otherwise provided herein, a part-time employee shall be compensated in the same manner as a full-time employee except that wages and benefits shall be prorated in proportion to the employee's actual hours worked.

**5.3 Supplemental Employee:** An employee who is hired to work during any period when additional work of any nature requires a temporarily augmented work force, or who is hired to work in the event of an emergency or employee absence, or who is hired to work on an on-call basis. Supplemental employees shall make themselves available to work at least five (5) shifts per six (6) week period (two (2) of which must be other than the day shift, three (3) of which must be weekend shifts), and at least one summer holiday (Memorial Day, Independence Day, Labor Day) and one winter holiday (Thanksgiving, Christmas).

**5.3.1** Supplemental employees shall receive longevity increments and shall be eligible for overtime, shift differential, weekend premium (if applicable to position), standby pay, call back pay, and one and one-half (1-1/2) times their regular rate of pay for all hours worked on a recognized holiday.

**5.3.2** In lieu of any employee benefits or premium pay (except as provided above), supplemental employees shall be paid a ten percent (10%) wage differential above their longevity increment. Supplemental employees who have not made themselves available, per Section 4.3, may be removed from the supplemental roster if approved by Human Resources.

**5.4 Temporary Employees.** Temporary employees are hired for a limited period of time or for a specific project(s), generally not more than six (6) months, with no expectation for continuing employment. The number of hours worked each pay period has no bearing on their classification. Temporary employees are not eligible for benefits, nor are they included in this bargaining unit.

**5.5 Probationary Period.** The first ninety (90) calendar days shall be considered a probationary period for all full-time and part-time employees. The probationary period for supplemental employees shall be the longer of four hundred sixteen (416) paid hours or ninety (90) calendar days. An employee's probationary period may be extended in writing by the Hospital for the longer of an additional four hundred sixteen (416) paid hours or ninety (90) calendar days. After successful completion of the probationary period, the employee shall be considered a regular employee. During the probationary period, an employee may be terminated without notice or cause and without recourse to the grievance procedure. Regular full-time or part-time employees who change to supplemental status and then return to full-time or part-time status shall not be subject to another probationary period.

## **ARTICLE 6 - EMPLOYMENT PRACTICES**

**6.1 Notice of Resignation.** Licensed practical nurses who have completed their probationary period shall be required to give at least four (4) weeks written notice of resignation. Other employees who have completed the probationary period shall be required to give at least two (2) weeks written notice of resignation.

**6.2 Discipline and Discharge.** A regular employee shall be disciplined and/or discharged only for just cause. A regular employee who believes s/he has been disciplined or discharged without just cause shall be entitled to appeal the discipline or discharge through the grievance procedure. The Employer uses progressive discipline except for situations for which immediate dismissal is appropriate. Which level of progressive discipline the Employer will use in a given situation will depend on the circumstances and severity of the regular employee's conduct or work performance as evaluated by the Hospital. Disciplinary actions (including a verbal counseling/warning) shall be documented in writing and a copy of the documentation shall be given to the employee. Employees may be requested to sign the documentation of the disciplinary action for the purpose of acknowledging receipt.

**6.3 Union Representation.** A regular employee may request the presence of a delegate during any investigatory interview which is likely to lead to disciplinary action or during any disciplinary action (other than verbal counseling' /verbal warnings).

**6.4 Performance Evaluations/Competency Assessments.** Employees normally receive a performance evaluation and/or competency evaluation prior to the end of the probationary period and annually thereafter. Employees shall acknowledge such reviews by signature; such signature will imply neither agreement nor disagreement with the reviews. A copy of the reviews shall be given to the employee if a copy is requested. The employee may provide a written response to the reviews which shall be retained with the reviews in the employee's personnel file.

**6.5 Personnel Files.** Personnel records will be maintained for each employee. By appointment, employees may inspect their personnel records at mutually convenient times with a representative of the Human Resources Department in attendance. If an employee does not feel that the contents of the file are accurate, s/he may submit a written rebuttal, which will be placed in the file.

**6.5.1 Travel.** A licensed practical nurse who is required by the Hospital to accompany the patient traveling by ambulance shall be considered to be in the employ of the Hospital. All such time spent traveling shall be considered time worked. Overtime will apply when appropriate.

**6.5.2 Mileage.** Subject to prior supervisory approval, employees required by the Hospital to use their personal automobile on Hospital business will be reimbursed for their mileage at the current IRS rate.

**6.6 Floating.** The Employer retains the right to change an employee's daily work assignment on a shift-by-shift basis by floating the employee to another work area to meet patient care needs. Additionally, employees who are primarily scheduled to work in a unit/department, who have been oriented to another unit/department, may also be scheduled periodically to work in the other unit/department in order to maintain their orientation to and skills in the other unit/department. Employees will be expected to perform all basic job functions when floating. If an employee is required to float to an area to which the employee has not been oriented, the employee shall receive a brief orientation to the unit's routines and physical layout. Orientation will be dependent upon the employee's previous experience and familiarity with the operational area to which such employee is assigned to float. If during a floating assignment an employee is asked to perform a task or procedure for which the employee does not feel qualified or trained to perform, it is the employee's obligation to immediately discuss with the appropriate supervisor the tasks the employee believes s/he is not qualified to perform. No employee will be required to float to an outside hospital.

**6.7 Low Census.** Low census is defined as a decline in work and/or patient care requirements resulting in a temporary decrease in working hours for a given shift.

In the event that low census arises, volunteers will be sought first within the affected job classification(s). If there are no volunteers or insufficient volunteers, registry and supplemental employees in the affected job classification(s) will be assigned low census. In the event that additional low census needs to be assigned, low census shall be assigned by rotation of full- and part-time employees from a list maintained for that purpose. Rotation shall occur among all members of an affected job classification on the affected unit and shift unless skills, ability, experience, competence or qualifications, as determined by the Hospital, require a particular employee to be retained for the affected shift. When such an employee is retained on the affected shift rather than taking his/her turn in the rotation, the employee shall remain next in the rotation for low census.

**6.7.1 Low Census Standby.** At the Hospital's discretion, employees who have been low censused may be placed on standby. Staff who are subject to low census may use earned personal holidays or earned vacation in increments not to exceed the length of the regularly scheduled shift and such paid time shall nevertheless count in the low census rotation. Employees called into work from low census standby shall be paid at the appropriate rate which will not necessarily be overtime unless such hours otherwise meet the definition of overtime under Section 7.3.

**6.8 Nondiscrimination.** The Employer and the Union shall not discriminate on the basis of an employee's race, creed, religion, color, age, gender, national origin, marital status, veteran status, disability, or any other basis prohibited by applicable local, state, or federal law. Both parties further agree that Providence St. Joseph's Hospital is not subject to the Washington Law Against Discrimination.

The Employer and the Union agree that conditions of employment shall be consistent with applicable laws regarding non-discrimination.

**6.9 Job Descriptions.** Employees will receive a copy of their job description when hired and when the description changes.

**6.10 Restructures.** In the event of a merger of two or more units into a single unit or a restructuring of an existing department or unit, the employer will determine the number of regular full-time and regular part time FTEs by shift required for the new or restructured department or unit. Prior to determining the schedule, the employer will meet with the employees of the affected department(s) or unit(s) to discuss the reconfiguration of the FTEs in the department(s) or unit(s) and the new work schedules. Employees within a classification may bid for the same shifts/ same hours they had prior to the restructuring, based on seniority, providing skill, competence, and ability are considered substantially equal in the opinion of the employer. If through this bid process an employee is unable to retain the same shift/ same hours he/ she had prior to the restructuring, he/ she may bump to other shifts within the employee's classification based on seniority, providing skill, competence and ability are considered equal in the opinion of the employer.

## ARTICLE 7 – SENIORITY

**7.1 Definition.** Seniority shall be defined as an employee's continuous length of service with the Hospital from the employee's most recent date of hire in the bargaining unit. Seniority shall not apply to an employee until completion of the probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from most recent date of hire in the bargaining unit. Length of service as an employee of the Hospital shall be used to determine vacation and benefit accruals.

**7.1.1** An employee who accepts a position with the Hospital outside the bargaining unit shall have his/her bargaining unit seniority frozen, provided s/he does not have a break in employment with the Hospital. Such an employee may use his/her frozen seniority when applying for and after returning to a bargaining unit position. For purposes of bargaining unit seniority, his/her date of hire shall be adjusted to reflect the time periods/he worked outside the bargaining unit.

**7.2 Termination of Seniority.** Seniority shall terminate upon cessation of the employment relationship, for example, discharge, resignation, retirement, refusal to accept a job opening for which the employee is qualified that is offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, failure to comply with the recall procedures of this Agreement, or failing to report for work without notifying the Hospital of the reason for absence for three (3) or more consecutive days.

**7.3 Layoffs.** The following order of layoff is established in the event such may occur:

First, newly hired supplemental, part-time or full-time employees in the affected job classification in the affected unit/department who have not completed their probationary period.

Second, the least senior supplemental employees in the affected job classification, in the affected unit/department who have completed their probationary period.

Finally, the least senior regular full- or part-time employee(s) by job classification in the affected unit/department.

Bargaining unit seniority for purposes of the order of layoff shall be measured from the most recent date of hire or appointment to the affected job classification, in the affected unit/department. If a layoff requires the Hospital to reconfigure the remaining FTE positions, and/or schedule of the remaining positions in the affected job classification(s) and unit/department(s), such employees shall bid on the reconfigured position(s) by seniority in their job classification.

**7.3.1.** A senior regular full- or part-time employee affected by a layoff may transfer to a vacant position elsewhere in the bargaining unit if the affected employee is currently qualified to perform the vacant position. If there are no vacant position(s), if the affected employee has previous full- or part-time experience in another bargaining unit job classification, and if the affected employee is still currently qualified to perform that previous job classification, such employee may bump the least senior employee in that job classification, provided, however, that the employee being bumped must have less total bargaining unit seniority than the affected employee and the affected employee may only bump once during the current layoff.

**7.3.2** Prior to the announcement or notice of layoff to the affected employee(s), the Hospital shall notify the Union fourteen (14) days in advance of the layoff. Upon request, the Union and the Hospital shall review the order of layoff within the affected job classification(s) and unit(s)/department(s). The Hospital will give the employee(s) involved fourteen (14) days<sup>1</sup> notice of layoff or pay in lieu thereof, if possible.

**7.4 Roster.** After ratification of this Agreement, upon the Union's request an initial seniority roster will be developed and given to the Union. In the event of a layoff, the seniority roster will be updated, given to the Union, and made available to bargaining unit employees at the Human Resources Department. The Union may also request an updated seniority list from the Hospital, but such requests shall be made no more frequently than every three (3) months.

**7.5 Recall.** Employees on layoff status shall be placed on a recall list for a period of twelve (12) months from the date of layoff. When position vacancies occur in the job classification from which an employee was laid off, employees will be reinstated in reverse order of the layoff providing skills, abilities and experience are considered equal in the opinion of the Hospital. Any recall of employees out of seniority will be communicated to the Union in advance of the recall. Employees on layoff must keep the Employer informed as to their current address and telephone number. A recalled employee must return to work within fourteen (14) calendar days of the delivery or attempted delivery of the notice of recall ors/he will lose his/her seniority and be removed from the recall roster, and the Hospital will have no further obligation with respect to this employee.

**7.6 Job Openings.** Notices of open positions in job classifications covered by this Agreement shall be posted at least seven (7) calendar days in advance of filling the position in order to afford current employees the first opportunity to apply. Postings will include the FTE status, the number of scheduled hours per week, shift(s), and any required registration, certification or license. In filling vacancies covered by this Agreement, bargaining unit employees shall be given first consideration on the basis of seniority; providing skills, abilities and experience of the applicants are not overriding factors as determined by the Employer.

**7.6.2** To be considered for an opening, the employee must apply online at the Hospital's applicant tracking site. If due to patient care considerations, the Hospital is unable to transfer an employee who has successfully applied for a vacant position, that position may be filled on a temporary basis, for up to three (3) months, and the employee will be notified as to when the transfer will be expected to occur.

**7.6.3** If an employee who is promoted or transferred into another bargaining unit job is found to be unsatisfactory during the initial thirty (30) days in the new job, and if such employee's performance in his/her prior job was documented as satisfactory at the time of promotion or transfer, such employee may elect to return to his/her prior position provided it has yet to be filled or s/he may elect to reclassify to supplemental status in his/her prior job and thereafter apply for posted vacancies pursuant to Section 6.6.

## ARTICLE 8 - HOURS OF WORK AND OVERTIME

**8.1 Work Day.** The normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8-1/2) consecutive hours, ten (10) hours work to be completed within ten and one-half (10-1/2) consecutive hours, or twelve (12) hours of work to be completed in thirteen (13) consecutive hours; provided, however, at 12-hour shift employee's request, the second half-hour meal period may be waived so that the employee's twelve (12) hour shift is completed in twelve and one-half (12-1/2) consecutive hours.

**8.2 Work Period.** The normal work period for employees scheduled for ten (10) hour shifts shall consist of forty (40) hours of work within a seven (7) day period. The normal work period for employees scheduled for twelve (12) hour shifts is thirty-six (36) hours of work within a seven (7) day period. The normal work period for employees scheduled to work eight (8) hour shifts is eighty (80) hours of work within a fourteen (14) day period.

**8.2.1 Innovative Schedules.** An innovative schedule is defined as a work schedule that requires a change, modification, or waiver of any of the provisions of this Agreement. Innovative schedules may be established with the mutual consent of the Hospital, the Union, and the affected employee(s). Prior to implementing an innovative schedule, the Employer and the Union shall agree on the terms and conditions related to that innovative schedule before mutual consent between the employee(s), the Union, and the Hospital occurs. The innovative schedule shall be memorialized in writing, and shall specifically address any terms of this Agreement which have been mutually modified and the circumstances under which the Hospital may discontinue the innovative schedule.

**8.3 Overtime Definition.** All time worked in excess of the normal workday or forty (40) hours during one work week by employees exclusively scheduled to work either ten (10) or twelve (12) hour shifts shall be considered overtime. All time worked in excess of eight (8) hours in one day or eighty (80) hours during a fourteen (14) day period by employees exclusively scheduled to work eight (8) hour shifts shall be considered overtime. All time worked in excess of the normal workday or forty (40) hours during one work week by employees working a mix of 8, 10, or 12 hour shifts shall be considered overtime.

**8.3.1 Advance Approval.** All overtime shall be approved in advance by the employee's supervisor.

**8.3.2 Computation.** Overtime pay shall be computed at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Overtime shall be computed to the nearest one-quarter (1/4) hour.

**8.3.3 Paid Time.** Time that is paid for, but not worked, shall not count as time worked for purposes of computing overtime pay. There shall be no pyramiding or duplication of overtime (or premium pay paid at the rate of time and one half).

**8.4 Meal/Rest Periods.** Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). All employees working eight (8) or ten (10) hour shifts shall receive one unpaid meal period of one-half (½) hour. Employees working twelve (12) hour shifts shall receive two (2) one-half (1/2) hour unpaid meal periods, but may waive their second meal period as provided in Section 7.1. All employees shall be allowed two (2) paid fifteen (15) minute rest periods during each shift

of eight (8) or ten (10) hours in duration. Employees working twelve (12) hour shifts shall receive three (3) paid fifteen (15) minute rest periods. Employees required to work during their meal or rest periods shall be compensated for such work at the appropriate rate. Unless an employee has obtained prior supervisory approval, employees may not combine breaks and meal periods, nor may they leave early due to missed breaks and/or meal periods.

**8.5 Rest Between Shifts.** Unless performing standby duty, full- and part-time employees working eight (8) hour shifts shall have an unbroken rest period of at least twelve (12) hours between scheduled shifts. Unless performing standby duty, full- and part-time employees working ten (10) or twelve (12) hour shifts shall have an unbroken rest period of at least ten (10) hours between shifts, unless otherwise mutually agreeable to the employee and the Hospital. Any time worked by such employees on the subsequent shift without the stated rest between shifts shall be paid for at the rate of one and one-half times the regular rate. This Section shall not apply when there is less than the applicable rest between shifts due to the employee's request for a schedule change, the employee's and the Hospital's mutual agreement to change a schedule, or due to an on-going innovative schedule.

**8.6 Work Schedules.** The Employer retains the right to determine which areas will work what schedules/shifts and to adjust work schedules to maintain an efficient and orderly operation. It is recognized and understood that changes in the hours of work may also occur from time to time, resulting from several causes such as, but not limited to, vacations, leaves of absence, holidays, absenteeism, employee time off requests, temporary shortage of personnel, low census, high census and emergencies. Schedules shall be posted at least ten (10) days before the first day of the four (4) week (minimum) schedule time period. After the schedule is posted, except for special situations involving patient care (including low or high census), individual schedules cannot be changed except by mutual agreement. Any mutual agreement to change an individual employee's schedule after the schedule is posted will be documented in writing with a copy given to the affected employee(s).

**8.7 Work on Scheduled Day Off.** Any time actually worked by a full- or part-time employee on his/her scheduled day off with less than twenty-four (24) hours' notice shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

**8.8 Temporary Assignment to a Higher Job Classification in the Bargaining Unit.** When the Hospital assigns an employee temporarily to a higher job classification for one hour or more such employee will be paid for actual hours worked in the temporary assignment at the appropriate rate of pay for the higher paid job classification.

## **ARTICLE 9 - COMPENSATION**

**9.1 Wage Rates.** Employees covered by this Agreement shall be paid the applicable wage rates set forth in Appendix A to this Agreement.

Year 1- 3%, Effective the second full pay period after ratification  
Year 2 - 2.75%, Effective the first full pay period after July 1, 2024  
Year 3 – 2.75%, Effective the first full pay period after July 1, 2025

### Market Adjustments.

Effective the second full pay period after ratification, a market adjustment shall be made to the current

wage grid as follows:

- For all classifications with a current base wage rate below \$16.00 per hour, the base wage rate shall be increased to \$16.00 per hour plus the Year 1 ATB.
- Ghost or gap steps shall be removed from the wage grid and a 1.0% step increase will be inserted between steps.

No Employee will receive less than the Year 1 ATB.

#### Minimum Wage.

Following the application of all ATB increases and market adjustments, and at any time during the duration of this agreement, if the appropriate step for a new hire would place them below the current state or local minimum wage, they will be placed on the next closest step that is at least the current state or local minimum wage rate.

**9.1.1 Longevity Increases** Each employee will advance to the next longevity step at the beginning of the payroll period on or after the completion of one year of service and annually thereafter following the anniversary of their date of hire. For the purposes of this section "anniversary date of hire" means the anniversary of the most recent date the employee was hired by the Hospital.

**9.2. Recognition for Past Experience.** All employees hired during the term of this Agreement shall be given full credit for continuous recent similar experience when placed on the wage scale.

For purposes of this section, continuous recent experience shall be defined as relevant prior experience without a break of more than two years in an equivalent job classification (as determined by the Hospital) to the one for which the employee applied.

**9.3 Wage and Benefit Minimums.** Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those specified in this Agreement.

### **ARTICLE 10 - PREMIUM PAY**

**10.1 Technical Staff Shift Differential.** LPNs, Bio Med Techs, Certified Surgery Techs, Respiratory Therapists Registered, Respiratory Therapists Certified, CT/Mammo Techs, Rad Techs, Ultrasound Techs, PT Assistants, OT Assistants, Pharmacy Techs and Nurse Techs (collectively "technical staff") assigned to work the second shift (where the majority of the scheduled hours are between 3-11 p.m.) shall be paid a shift differential of one dollar and sixty-five cents (\$1.65) per hour over the hourly rate of pay. Technical staff assigned to work the third shift (where the majority of the scheduled hours are between 11 p.m.-7 a.m.) shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour over the hourly rate.

**10.1.1 Other Employees' Shift Differential.** All other employees assigned to work the second shift (where the majority of the scheduled hours are between 3:00 and 11:00 p.m.) shall be paid a shift differential of one dollar and thirty-five cents (\$1.35) per hour over the hourly rate of pay. All other employees assigned to work the third shift (where the majority of the scheduled hours are between 11:00 p.m. and 7:00 a.m.) shall be paid a shift differential of two dollars and twenty-five cents (\$2.25) per hour



over the hourly rate of pay.

**10.2 Standby Pay.** The Hospital has the right to determine whether and if so which employees will be assigned or scheduled for standby duty. Service employees scheduled in advance for standby or assigned standby status off Hospital premises shall be compensated at the rate of three dollars (\$3.00) per hour. Tech employees scheduled in advance for standby or assigned standby status off Hospital premises shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour. Any employees on standby are expected to respond promptly to calls and return promptly to work when needed (e.g., the employee's normal seasonal commuting time). Standby duty shall not be counted as hours worked for purposes of computing overtime, seniority, longevity increments or employee benefits.

**10.3 Callback Pay.**

**10.3.1 Operating Room.** Surgical technicians scheduled in advance for standby will receive a minimum of one (1) hour's pay at the appropriate rate for assisting at surgical procedures that are scheduled with twenty-four (24) or more hours' notice. If surgical technicians who are scheduled in advance for standby are required to assist at a procedure scheduled with less than twenty-four (24) hours' notice or with an unscheduled emergency procedure, they shall be paid for assisting at such procedures at the rate of one (1) and one-half times (1-½) the surgical technician's hourly rate of pay for a minimum of one (1) hour. Standby pay shall cease upon the surgical technician's return to work.

**10.3.2 Other Scheduled Standby.** Other employees scheduled in advance for standby on the posted schedule will receive a minimum of two (2) hour's pay at the rate of one and one-half (1-½) times the employee's hourly rate if such employee is called in to work from scheduled standby. Standby pay shall cease upon the employee's return to work.

**10.3.3. Unscheduled Standby.** Any other employees called in from standby, including but not limited to employees who are assigned standby while low censused, shall be compensated at the appropriate rate for a minimum of two (2) hours. Standby pay shall cease upon the employee's return to work.

**10.3.4** Travel time to and from the Employer shall not be considered time worked. The callback minimum shall not apply when the employee reports for work in advance of an assigned shift.

**10.4 Report Pay.** Employees who report for work as scheduled, unless otherwise notified in advance of the time to report for work, and are released from duty by the Employer, shall receive a minimum of two (2) hours of work or two (2) hours of pay.

**10.5 Weekend Premium.** Technical staff as defined in Section 9.1, who work on a weekend shall receive two dollars (\$2.00) per hour for each hour worked on the weekend in addition to such employee's hourly rate of pay. All other employees shall receive a weekend premium of one dollar and fifty cents (\$1.50) per hour worked on the weekend in addition to such employee's hourly rate of pay. The weekend shall be defined for day and evening shift employees as Saturday and/or Sunday. For night shift employees, the weekend shall be defined as Friday and/or Saturday nights.

**10.6 Preceptor Pay.** New employees may be assisted with their orientation by a co-worker who is designated by the supervisor to be the Preceptor. The supervisor will identify the number of hours the Preceptor will assist with orientation up to a maximum of forty (40) hours and the Preceptor shall receive a premium of seventy-five cents (\$0.75) per hour for the identified hours worked in this capacity. The Preceptor will be responsible for completing the necessary orientation duties required by the department's supervisor.

**10.7 Lead Premium.** A temporary assignment to a lead position for 2 or more hours shall be compensated with the lead premium for all hours worked in that position. The lead premium shall be \$1.25 per hour. Management reserves the right to make judgments about appropriate times and situations for lead premiums (i.e., the need for lead assignments) as well as the appropriate individual(s) to assign the lead duties to. The lead premium will contribute towards the regular rate of pay calculation for overtime.

#### ARTICLE 11- HOLIDAYS

**11.1 Recognized Holidays.** There shall be seven (7) paid holidays recognized by the Hospital, as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

**11.1.1 Additional Holidays.** Through February 27, 2021, if the Employer recognizes additional holiday(s) for Hospital employees during the term of this Agreement, employees covered under this Agreement will automatically receive those holidays.

**11.2 Work on a Recognized Holiday.** Holiday work shall be rotated by the Employer among full- and part-time employees to the extent possible. Regular supplemental, part-time and full-time employees required to work an eight (8) hour shift on a recognized holiday (New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day) shall be paid at one and one-half (1-½) times their hourly rate. The holiday time and one-half premium is only paid for those hours on a ten (10) or twelve (12) hour shift which fall on the twenty-four (24) hour holiday period.

#### ARTICLE 12 - VACATION/PAID TIME OFF (PTO)

Vacation/Paid Time Off Benefits. All regular full and part time employees working at least .5 FTE will earn vacation/PTO/PTO Safe Sick benefits on a pro-rated basis according to actual hours worked (up to 80 hours worked per pay period). The accrual rate for PTO Safe Sick shall be one (1) hour for every thirty (30) hours worked. Supplemental and temporary employees do not accrue vacation/PTO benefits.

**12.1 Earning.** Full- and part-time employees earn vacation benefits from date of hire, for all paid and low census hours, at the following rates:

Years of Service	Per Hour	Maximum Yearly Accumulation
0-3 years	.038462	80 hours
4-9 years	.057692	120 hours
10-19 years	.076923	160 hours
20+ years	.088462	184 hours

The rate of accrual per pay period, accrual per year and maximum accumulations are outlined in the schedule below:

Tenure	Annual Accrual			Maximum Accrual		
	PTO	PTO-Safe Sick	Total PTO	PTO Accrual	PTO-Safe Sick Accrual	Total PTO Accrual
Less than 4 years	131 hours (5.04 per pay period)	69 hours (2.65 per pay period)	200 hours	192 hours	108 hours*	300 hours
4 to less than 8 years	171 hours (6.568 per pay period)	69 hours	240 hours	252 hours	108 hours*	360 hours
8 to less than 10 years	179 hours (6.88 per pay period)	69 hours	248 hours	264 hours	108 hours*	372 hours
10 or more years	219 hours (8.416 per pay period)	69 hours	288 hours	324 hours	108 hours*	432 hours

Pursuant to state law, PTO Safe Sick accruals are not capped. PTO Safe Sick continues to accrue throughout the year. However, no more than 108 hours of PTO-Safe Sick may be carried over to the following calendar year.

**12.2 Use.** After completion of six (6) months, regular full- and part-time employees may schedule the use of any vacation/PTO/PTO Safe Sick benefits earned in increments of not less than one (1) hour. Vacation/PTO/PTO Safe Sick pay shall be the amount the employee would have earned had the employee worked during that period at the employee's hourly rate. Employees with an FTE of 0.5 or greater will accrue paid time off (PTO) and PTO Safe Sick from their first day of employment. Access to accrued PTO/PTO Safe Sick begins once available in the respective PTO/PTO Safe Sick bank.

**12.3 Vacation Pay at Termination.** After completion of six (6) months of employment, a regular full- or part-time employee who terminates in good standing shall be paid for any earned but unused vacation/PTO/PTO Safe Sick benefits. "Good standing" shall be defined as resignation with proper notice, layoff or discharge other than for just cause. A full- or part-time employee who terminates employment in good standing shall be paid for any earned but unused PTO/PTO Safe Sick benefits.

**12.4 General Scheduling.** The Employer shall retain the right to determine the scheduling of vacations. Employees shall submit their non-prime time vacation requests no later than 30 days prior to the posting of the applicable schedule on forms maintained for that purpose. Non-prime time vacation requests shall be approved or denied no later than the posting date of the next schedule. In the case of conflicting requests by employees for vacation or limitations imposed by the Employer on vacation requests, seniority shall prevail in assigning vacations. However, seniority may not override an already approved vacation.

**12.4.1 Prime Time Vacation/PTO/PTO Safe Sick Scheduling.** The Prime Time Summer Vacation/PTO/PTO Safe Sick period shall be defined as June 1 through August 31 of each year. The Prime Time Summer Vacation/PTO/PTO Safe Sick Request Period shall be from February 1 through March 1 of each year. In the event of conflicting requests for vacation time by two or more employees within a department during the Prime Time Summer Vacation/PTO/PTO Safe Sick Request Period, seniority shall prevail. The Hospital shall post the approved Prime Time Summer Vacation/PTO/PTO Safe Sick schedule by April 15. No more than two (2) consecutive calendar weeks of vacation may be taken during the Prime Time Summer Vacation/PTO/PTO Safe Sick and seniority may only be exercised once on a Prime Time Summer Vacation/PTO/PTO Safe Sick. Adequate staffing will be maintained.

**12.4.2 Prime Time Holiday Vacation/PTO/PTO Safe Sick Scheduling.** The Prime Time Holiday Vacation/PTO/PTO Safe Sick Period shall be defined as December 20 through January 5. Requests for Prime Time Holiday Vacations will be submitted by October 1 and will be approved on a rotational basis. The Prime Time Holiday Vacation/PTO/PTO Safe Sick schedule will be posted by November 1. Prime Time Holiday Vacation/PTO/PTO Safe Sick shall be granted in conjunction with the holiday rotation practices of the department. Adequate staffing will be maintained.

**12.5 Physician's Statement.** The Hospital may request a physician's statement during an absence to verify an employee's or family member's injury or illness and/or certify an employee's fitness to perform essential duties.

## **ARTICLE 13 - MEDICAL AND INSURANCE BENEFITS**

**Group Medical/Dental.** The Employer shall provide group medical/dental plan coverage for all eligible full- and part- time employees covered by this Agreement who are regularly scheduled to work at least twenty (20) hours per week. Participation in the benefits programs provided by the Employer shall be subject to specific plan eligibility requirements and plan documents. Eligible employees with budgeted hours of at least .75 full-time equivalency will receive group medical/dental benefits at no premium cost for the employee portion of the premium for at least one of the plans subject to the completion of the employee health assessment.

Eligible full- and part-time employees may enroll their eligible dependents at their own cost.

**13.1 Retirement Plan.** The Employer will provide a retirement plan for all eligible employees. Retirement benefits and eligibility requirements for participation will be defined by the Employer's plan.

**13.2 Tax-Deferred Retirement Savings Plan.** The Hospital will provide a tax-deferred savings plan for all eligible employees. Benefits and eligibility requirements for participation shall be defined by the Employer's plan. Life Insurance. The Employer shall provide a group life insurance plan for all eligible employees. Life insurance benefits and eligibility requirements for participation shall be defined by the Employer's plan.

**13.3 Flexible Spending Account.** The Employer will provide a Section 125 Plan (Flexible Spending Account) for all eligible employees. Benefits and eligibility requirements for participation shall be defined by the Employer's plan.

**13.4 Short Term Disability & Paid Parental Leave.** The Hospital provides a Short-Term Disability and a Paid Parental Leave benefit. Following a seven (7) calendar day waiting period, Short-Term Disability will be paid at 100% of the employee's base rate of pay for the first eight weeks, and at 66 2/3% of the employee's base rate of pay thereafter, plus shift differential plus premium pay, if applicable. Paid Parental Leave will be paid at 66 2/3% of the employee's base rate of pay plus shift differential plus premium pay, if applicable. Participation shall be subject to specific plan eligibility requirements and timely submission of benefit election. Short-term disability and paid parental leave benefits are coordinated with eligible pay available through the Washington Paid Family and Medical Leave Program.

**13.5 Changes in Group Benefits.** The Employer reserves the right to change unilaterally insurance providers or carriers and/or modify the benefits provided in its system-wide group insurance or other employee benefit plans that are sponsored for the Hospital; provided, however, that the Employer will give at least sixty (60) calendar days' notice to the Union regarding any changes or modifications in its system-wide group benefits that are sponsored for the Hospital's unionized employees; and provided further, however, that such changes or modifications are uniform as to the Hospital's unionized employees.

#### **ARTICLE 14 - LEAVES OF ABSENCE**

**14.1 General.** All leaves are to be requested by notifying the manager and contacting the third party administrator generally at least thirty (30) days in advance when the need for leave is foreseeable or as soon as practical under the circumstances. A written reply to grant or deny the request shall be given by the third party administrator. During the leave, the employee is expected to keep in regular contact with his or her supervisor. An employee on a leave of absence will not continue to accrue seniority or benefits during that leave, but there shall be no loss of previously accrued seniority or benefits if the employee returns to work at the end of the leave. Leaves to which an employee is entitled under state or federal law, like the Family Medical Leave Act (FMLA) will be administered in accordance with such laws and their interpretive regulations. Whenever an employee is eligible for more than one type of leave, all applicable leaves will run concurrently unless stated otherwise. All leave requests are required to be submitted to the Hospital's designated Leave Administrator for coordination of approved leave time benefits.

**14.2 Health Leave.** Upon completion of the probationary period, a leave of absence may be granted without pay to a full- or part-time employee for health reasons (including disability due to pregnancy or childbirth) upon the certification of a healthcare provider for a period up to six (6) calendar months, without loss of accrued seniority or benefits to the date such leave commences

Eligible employees (e.g., those employees who have worked at least twelve (12) calendar months and 1250 hours) who take a health leave will be using their FMLA entitlement. The Employer may require second or third opinions from a health care provider certifying the need for the leave provided the Employer pays for such examinations. Employer may require recertification's concerning the continuing need for the leave. If the employee's absence from work for health reasons does not exceed twelve (12) work weeks, the employee shall return to work in the same area, shift and former full-time or part-time status. Thereafter, for the duration of the leave not to exceed six (6) calendar months, upon requesting return to work when there has not been a layoff, the employee shall be offered the first available opening for which the employee is qualified.

The employee must use any accrued sick leave or vacation during a health leave. Prior to the employee returning from a health leave of absence, the Employer may require a statement from a healthcare provider certifying the employee's capability to perform the essential functions required of the position.

When there has been a layoff, reinstatement shall be according to the recall provisions of this Agreement.

Effective February 28, 2021, this leave article will be replaced by the application of any paid parental leave and any applicable state or federal leaves, including FMLA and WA Paid Family Medical leave (WA PFML).

**14.3 Jury Duty.** A full- or part-time employee who is required to serve on a jury on a regularly scheduled work day shall be compensated by the Employer, subject to its personnel policies, pay or other remuneration (e.g., parking or lunch allowance) received from the Court may be retained by the caregiver. Employees who serve as jurors will be administratively assigned to the day shift for the duration of the jury duty. Night shift employees shall be given up to eight (8) hours off without pay immediately prior to serving as a juror, if requested by the employee.

**14.4 Witness Leave.** An employee who is called to be a witness on behalf of the Employer in a judicial or administrative proceeding shall be compensated by the Hospital for the difference between the employee's witness fee pay and the employee's hourly rate of pay. An employee who is called as a witness on behalf of the Hospital will be administratively assigned to the day shift. Employees subpoenaed for judicial or administrative proceedings not involving the Employer will be given unpaid release time. Night shift employees shall be given up to eight (8) hours off without pay immediately prior to any judicial or administrative proceeding, if requested by the employee.

**14.5 Unpaid Personal Leave.** Upon completion of six (6) months of employment, full- or part-time employees may request personal leave without pay for a period of up to six (6) calendar months without loss of seniority to the date such leave commences. An employee who is granted personal/emergency leave may be required to use accrued PTO/PTO Safe Sick during the leave. If PTO/PTO Safe Sick is exhausted during the leave, the personal/emergency leave is unpaid. If an employee contemplates taking work elsewhere during an unpaid personal leave, the employee shall inform the Employer. Employees granted personal leaves (whether paid or unpaid) will have their benefits maintained for up to two months. Thereafter they will be offered COBRA. If the employee's unpaid leave of absence does not exceed two (2) calendar weeks, the employee shall return to work on the same unit, shift and former full-time or part-time status. Thereafter, for the duration of the leave, the employee may apply for any available opening for which s/he is qualified. The hourly rate of an employee returning from an unpaid personal leave of absence shall not be less than that paid prior to the granting of the leave, provided the employee returns to the same classification from which s/he took the leave.

**14.6 Parental Leave.** After completion of twelve (12) calendar months of employment and working 1250 hours, a full- or part-time employee will be granted leave for a period of up to twelve (12) work weeks for the purpose of paternity, legal adoption, or foster care placements. Eligible employees who take parental leave will be using their FMLA entitlement. If earned vacation or floating holiday benefits are available, they must be used and counted as part of the twelve (12) weeks of parental leave. If earned vacation or floating holiday benefits are unavailable, the entire parental leave will be unpaid. Parental leave shall be in addition to any health leave given to a female employee due to pregnancy related disabilities. Parental leave shall be completed within twelve (12) calendar months after the birth or placement or adoption or foster care. Provided the employee has not already exhausted her/his FMLA entitlement, then for that period of a parental leave which counts towards the employee's FMLA entitlement, the Employer and the employee shall continue their respective contributions towards the group medical/dental plan. Employees on parental leave shall be returned to their same or an equivalent job of like pay if they return at the conclusion of the twelve (12) work weeks provided the employee's position was not otherwise eliminated in a layoff. When there has been a layoff, reinstatements will be according to the recall provisions of this Agreement.

**14.7 Bereavement Leave.** Full- or part-time employees shall be allowed up to five (5) working days off with pay up to a maximum of 40 hours in a calendar week in the event of death in the employee's immediate family; provided, however, that such bereavement leave shall be for only those days during the week which they were scheduled to work. Bereavement leave pay will be pro-rated to the employee's FTE. If additional time off is needed, the full- or part-time employee may request it from his/her supervisor, and if approved, such additional time off may be granted as vacation or unpaid personal leave. Immediate family shall be defined as spouse, registered domestic partner, son or daughter (or current in-law through marriage or partnership), father or mother (or current in-law through marriage or partnership), brother or sister (or current spouse), stepparent, stepchild, stepbrother, stepsister, grandparent, grandchild, or any person that was living together in the same household in a relationship considered substantially comparable to any of the aforementioned. Bereavement leave must typically be taken within two weeks of the date of death. Proof of death or relationship may be required. When requesting bereavement leave, family relationship must be indicated on the timesheet. Bereavement leave is paid at the employee's hourly rate of pay.

**14.8 Family Medical Leave.** After completion of twelve (12) calendar months of employment and working 1250 hours, a full- or part-time employee will be granted unpaid leave for a period of up to twelve (12) work weeks for the purpose of caring for a child, spouse or parent with a serious health condition. If earned sick leave, vacation or floating holidays are available, they will be counted as part of the family medical leave. Eligible employees who take a family medical leave will be utilizing their FMLA entitlement. The Employer may require that the employee submit a completed healthcare provider certification documenting the need for a family medical leave. Second and third opinions may be required at the Employer's expense. Recertifications may also be required during the leave if the Employer needs verification of the continuing need for a family medical leave. Provided the employee has not already exhausted his/her FMLA entitlement, the Employer and employee shall continue their respective contributions towards the group medical and dental insurance during the family medical leave. Employees returning from a family medical leave shall be returned to their same job or an equivalent job of like pay if they return at the conclusion of their twelve (12) work week entitlement under the FMLA provided the employee's position was not otherwise eliminated in a layoff. Where there has been a layoff, reinstatement will be according to the recall provisions of this Agreement.

**14.9 Military-Related Leaves.**

**14.9.1** Leave in order for an employee to maintain the employee's status in the United States reserves or active military service shall be granted without pay and without loss of benefits accrued to the date such leave commences, and shall not be considered part of such employee's earned vacation unless the employee desires to use earned vacation during such leave.

**14.9.2** After completion of twelve (12) calendar months of employment and provided an employee has worked at least 1,250 hours in the 12 months preceding the requested leave start date, an eligible employee shall be granted (a) up to twelve (12) work weeks of unpaid FMLA leave in a twelve (12) month period due to a qualified emergency arising out of a spouse's, parents' or child's call to or active military duty in the armed forces; and/or (b) up to twenty-six (26) weeks of unpaid FMLA leave in a twelve (12) month period to care for a spouse, child, parent or other relative to whom the employee is "next of kin" ("covered service member"), if such covered service member suffers from an injury or illness incurred on active military duty, that has or may render the covered service member medically unfit to perform military duty, and who is either undergoing medical treatment (including outpatient treatment) recuperation or therapy, or who is on the temporarily disabled retired list. The actual amount of FMLA leave available for these purposes will depend upon how much FMLA the employee has already taken for other FMLA qualifying reasons within the 12 month period prior to the requested leave start date. If the employee has available accrued paid leave it must be used during these FMLA leaves. The employee may be required to provide verification of the family member's call to active duty or a health care provider's certification of the illness or injury incurred by the covered service member while on active duty. While using these forms of FMLA leave, the employee and the Hospital will continue their respective premium contributions to the Hospital's group health insurance plan. The Hospital will also hold the employee's same job or an equivalent job of like pay, provided the employee returns to work at the conclusion of FMLA leave and the employee's position was not otherwise eliminated in a layoff. Where there has been a layoff, reinstatement will be according to the recall provisions of this Agreement.

**14.9.3** Employees who have worked an average of 20 or more hours per week may take up to 15 days of unpaid leave due to their spouse's impending call or order to active military duty during a period of military conflict, or due to their spouse's leave from deployment during a period of military conflict. Accrued paid vacation may be used by the employee during this leave, at the employee's option.



An employee must provide the Hospital with at least five (5) business days' notice of the need to take leave under this subsection. An employee's position will be held while an employee is on leave under this subsection. If the employee is FMLA eligible and the reason the employee takes leave under this Subsection 14.9.3 also qualifies for FMLA leave under Subsection 14.9.2, the employee will be using both leave entitlements simultaneously.

**14.10 Domestic Violence Leave.** If employees are victims of domestic violence, sexual assault or stalking, they may take a reasonable leave from work to take care of related legal or law enforcement needs or obtain medical treatment, mental health counseling or social services assistance in accordance with RCW

49.76. Employees who are family members of a victim may also take reasonable leave to help such family member obtain similar treatment or help. This leave is unpaid unless the employee uses any available paid time off (sick leave, vacation, etc.). The employee must provide advance notice of his/her need for such leave, whenever possible. In the event of an emergency or unforeseen circumstances precluding advance notice, the employee must submit a request to the Hospital's third party administrator for such a leave no later than the end of the first day that the employee takes such leave. If the Hospital requests, the employee may be required to provide verification of the need for such leave and familial relationship (e.g. a birth certificate, police report, court order, and/or documentation from the victim's clergy member, victim advocate, attorney or healthcare provider). For the purposes of this Section, "family member" includes an employee's child, spouse, parent, parent-in-law, grandparent, or a person who the employee is dating.

**14.11 Union Leave.** Subject to appropriate advance notice and patient care/scheduling needs, employees shall be granted union leave without pay, not to exceed 14 days in a calendar year to attend meetings, conventions, seminars, educational, or any other function called by the Union consistent with the parties interest in developing a collaborative and supportive relationship. Union representatives/delegates will work with management to identify appropriate coverage during the leave.

## ARTICLE 15 - STAFF DEVELOPMENT

**15.1 Orientation.** The Employer will provide a reasonable orientation for newly hired employees, employees floating other areas, or employees who are transferred on other than a temporary basis to a new unit/department. The Employer may schedule new employee orientations and inform the employee as to when they will occur. Orientation may be a combination of in-service, floor and shift work experiences. Orientation objectives will be to familiarize new personnel with the objectives and philosophy of the Hospital; to orient new personnel to policies and procedures, their essential job functions and their responsibilities as defined in the job description; and to provide learning experiences for the promotion of safe and quality patient care.

**15.2 In-Service Education.** The primary responsibility for continuing education rests with each individual employee. Employees are encouraged to communicate their suggestions and requests with regard to in-service education topics to the appropriate supervisor or manager within the Hospital. The Hospital shall attempt to have in-service education programs approved for continuing education credits. Announcements concerning in-service education programs will be posted in advance and efforts will be made to schedule programs in a way that accommodates varying work schedules. When announcements concerning in-service education programs are posted, the Hospital will designate if attendance is mandatory. Employees will coordinate with their supervisor their attendance at an in-service which is scheduled during their normal work day and attendance at such in-services (whether voluntary or mandatory) shall be compensated at the appropriate rate. With prior managerial approval, employees shall be paid for attendance at in-services (whether voluntary or mandatory) during their off duty hours, and time spent at such in-services shall be considered time worked for the purpose of computing overtime; provided, however, that such attendance shall not trigger the requirements of Section 7.5 (Rest Between Shifts). When self-study materials are available, employees will be allowed thirty (30) days to review mandatory in-service materials for mandatory in-services they may have missed. After thirty (30) days, unless the employee has requested and been granted an extension from his/her manager, employees may not be scheduled until mandatory in-service attendance requirements are met.

**15.3 Tuition Reimbursement.** Tuition reimbursement for college credit courses at approved educational institutions will be subject to the Hospital's tuition reimbursement policy.

**15.4 Unit/Department Staff Meetings.** With at least a week's advance notice, employees may be required to attend staff meetings scheduled by the Hospital, unless excused in advance by their manager. Employees shall be paid for attendance at staff meetings and time spent at staff meetings shall be considered time worked for the purpose of computing overtime.

## **ARTICLE 16 - CONFERENCE COMMITTEE**

**16.1 Conference Committee.** The Conference Committee may meet at least once each calendar quarter at mutually convenient times. Additional meetings may be scheduled upon the request of either party upon presentation of proposed agenda. The purposes of the Committee shall be to foster improved communications between the Hospital, the bargaining unit representatives and the bargaining unit members; function as a forum for considering constructively the improvement of the health care workplace; work constructively for the improvement of patient care and the facility's operations; make recommendations to the Hospital concerning staffing; consider constructively the improvement of safety and health conditions or reduce workplace hazards; and considering constructively strategies for improving or increasing job satisfaction. The Committee shall prepare an agenda of topics to be discussed. If minutes are kept, they should be distributed to Committee members and may be posted on the bargaining unit's bulletin board(s). The Committee shall be advisory and will not discuss matters subject to collective bargaining or Union matters. The Committee shall be composed of up to four (4) bargaining unit members elected by the Union's local bargaining unit; and up to four (4) managers or supervisors appointed by Hospital. Two (2) bargaining unit members and two (2) management members will constitute a quorum. The Committee will select from among its members co-chairs, representing a bargaining unit member and a manager or supervisor. The co-chairs shall be responsible for scheduling and chairing the meetings and preparing any minutes that may be kept. Committee members shall be paid for attendance at Committee meetings and hours spent in attendance at such meetings shall be considered time worked for purposes of computing overtime.

## ARTICLE 17 - DRUG AND ALCOHOL FREE WORKPLACE

**17.1 Drug/Alcohol Testing.** The Employer may require alcohol or drug testing, including pre-employment and reasonable cause drug and alcohol testing in accordance with its personnel policies. The Employer also maintains an Employee Assistance Program as a resource for employees. Employees who may have an alcohol or drug related problem are strongly encouraged to seek assistance or referrals to rehabilitation or treatment programs through the Employee Assistance Program.

## ARTICLE 18 - GRIEVANCE PROCEDURE

**18.1 General.** A grievance is defined as an alleged breach by the Employer of the terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual consent confirmed in writing or by an exchange of faxes or emails between the parties hereto. If the Union or an employee fails to present his/her/its grievance within the specified time limit, the grievance shall be considered waived and shall not thereafter be subject to consideration under this grievance procedure. Human Resources representatives may participate at any stage of the grievance procedure.

**Step 1 - Employee and Manager or immediate supervisor.** The employee will first attempt to resolve a grievance informally with the manager or immediate supervisor. If the matter is not resolved to the employee's satisfaction, then the employee and/or the Union shall reduce the grievance to writing and present it to the manager or immediate supervisor within twenty-one (21) days of the date the employee was aware or reasonably should have been aware of the grievance. The manager or immediate supervisor shall schedule a meeting in an attempt to resolve the grievance within fourteen (14) calendar days following receipt of the written grievance between the grievant, a delegate (if requested by the grievant) and the manager or immediate supervisor. The manager or immediate supervisor shall issue a written response to the grievant and the Union within fourteen (14) calendar days of the meeting.

**18.2 Step 2 - Director and Union Representative.** If the matter is not resolved at Step 1, the grievance shall be submitted in writing by the Union Representative to the Department's Director within fourteen (14) calendar days from the grievant's receipt of the written reply from the manager or immediate supervisor. The Director or designee, the Human Resources Manager, the Union Representative or a designee, and the grievant shall meet within fourteen (14) calendar days from the date of the Director's receipt of the written grievance in an attempt to resolve the grievance. The Director or designee shall issue a written reply to the Union with a copy to the grievant within fourteen (14) calendar days of the meeting between the parties.

**18.3 Step 3 - Senior Executive Leader and Union Representative.** If the matter is not resolved at Step 2, the grievance shall be submitted in writing by the Union Representative to the Hospital's Senior Executive Leader within fourteen (14) calendar days from the grievant's receipt of the written reply from the Director. The Hospital Senior Executive Leader or designee, the Human Resources Manager, the Union Representative or a designee, and the grievant shall meet within fourteen (14) calendar days from the date of the Senior Executive Leader receipt of the written grievance in an attempt to resolve the grievance. The Senior Executive Leader or designee shall issue a written reply to the Union with a copy to the grievant within fourteen (14) calendar days of the meeting between the parties.

**18.4 Step 4 - Optional Mediation.** The parties may mutually agree in writing to mediate a dispute prior to submission to arbitration. The agreement to mediate may include a stay of the timeframe for advancing a grievance to arbitration.

**18.5 Step 5 - Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limits in this grievance procedure, the Union may, within twenty-one (21) calendar days following receipt of the written reply from the Administrator or designee in Step 2, submit the issue in writing to final and binding arbitration. The Union will also promptly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The parties to strike the first name shall be determined by a coin toss. The person whose name remains shall be the arbitrator. The arbitrator shall schedule a hearing and render a decision as promptly as possible.

**18.5.1** The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Hospital. S/he shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Hospital.

**18.5.2** Each party shall bear one-half (½) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to attorney's fees, shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.

## **ARTICLE 19 - UNINTERRUPTED PATIENT CARE**

**19.1 Uninterrupted Patient Care.** The parties to this Agreement realize that the Employer provides special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees and (b) neither the employees nor their agents or any other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walk-out, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. The participation in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall

be cause for the employee's immediate dismissal.

## **ARTICLE 20- GENERAL PROVISIONS**

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

**20.2 Past Practices.** Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, or documented a memorandum of understanding or letter agreement negotiated in connection with this Agreement, past practices shall not be binding on the Employer.

**20.3 Bargaining During Agreement.** The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

## **ARTICLE 21 - MANAGEMENT RIGHTS**

**21.2 Management Rights.** The management of the Employer's Hospital and the direction of the working force, including the right to hire, assign, classify, train, orient, evaluate, schedule, suspend, transfer, promote, discharge and discipline for just cause; to determine and assign essential job duties; to create and update job descriptions; to determine reasonable work rules and personnel policies; to maintain discipline and efficiency of its employees; to relieve employees from duty because of lack of work; to determine the nature and extent to which the Hospital shall be operated; to change methods or procedures; to use new equipment; to establish schedules; to introduce new or improved services, methods or facilities; to extend, limit, curtail or subcontract all or part of its operations, including the right to utilize the services of registry or temporary personnel, is vested exclusively in the Employer. The above statement of management rights shall not be deemed to exclude other functions not listed herein and nothing in this Agreement is intended to, or is it to be construed in any way, to interfere with the prerogative of the Hospital to manage and control its operations. In no case shall exercise of the Employer's management rights, however, be in derogation of the terms or conditions of this Agreement.

**ARTICLE 22 - SUCCESSORSHIP**

In the event of the sale, merger or transfer of the ownership of the hospital to an entity not a signatory to this Agreement, the hospital will provide the Union sixty (60) days' notice and will meet, at the Union's request, to discuss the impact of such change.

**ARTICLE 23 - DURATION OF AGREEMENT**

**23.1 Duration.** This Agreement shall become effective upon ratification by all parties. This Agreement shall continue in full force and effect through June 30, 2026. Written notice of either parties' desire to amend or terminate this Agreement will be provided by that party to the other party by certified mail upon not more than one hundred sixty (160) nor less than ninety (90) calendar days prior to the expiration date. Should timely notice be given, bargaining shall commence at a date which will be mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates indicated below.

For SERVICE EMPLOYEES INT'L UNION,  
LOCAL 1199NW

By  \_\_\_\_\_  
Jane Hopkins, President SEIU 1199NW

Date 11/28/2023

PROVIDENCE ST. JOSEPH HOSPITAL

By  \_\_\_\_\_  
Ron Rehn, Chief Administrative Officer

Date 11-28-2023

## Letters of Understanding

### **Innovative Shifts**

The parties agree the Employer may maintain all schedule shifts of variable lengths (other than 8, 10, and 12) that exist on ratification. If new positions of variable length are desired, the Employer agrees to provide the Union with seven (7) days advance notice and bargain upon request.

### **Medical Benefits**

Beginning the date of hire or from the effective date in a benefits eligible status, eligible employees will participate in the benefits plan provided by the Employer. Participation in the benefits programs provided by the Employer shall be subject to specific plan eligibility requirements and plan documents. For medical insurance, health incentive funding for each of the medical plans will not be reduced, provided employees participate in the Employer's wellness program. The amount of the medical premium payroll contributions will be deducted on a per-pay period basis and will not increase by more than a 10% blended average in any year of this agreement. The parties agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g., Health Care Reform) although the Union may ask to bargain over the effects of such changes.

### **Transition Benefits to new PTO/ PTO Safe-Sick/ Short-Term Disability plan**

Effective beginning February 28, 2021, all accrued but unused sick time will be "frozen" and held in an EIB (extended illness bank) for use by employees for the duration of their employment. Employees can use these frozen balances with no expiration date as outlined below.

#### **For your own disability, you could use EIB hours:**

- » During the seven-day waiting period before short-term disability benefits begin.
- » To supplement short-term disability, pay for your own illness or injury to receive up to 100% of pay.
- » To supplement state-administered benefits up to 100% of pay.
- » To supplement workers' compensation pay up to 100% of pay.
- » For an approved intermittent leave of absence.

#### **To care for family, you could use EIB hours:**

- » For an approved continuous federal or state leave of absence. Note, the Washington Paid Family and Medical Leave program also provides coverage to care for eligible family members.
- » To supplement paid parental leave to receive up to 100% of pay.
- » For an approved intermittent leave of absence.

Available EIB may also be used in the same manner and for the same purpose as Sick Time until exhausted.

Sick Time cash-out opportunity remains available for qualified caregivers per the ministry policy that was in-place at the time of this agreement. This will apply to any frozen EIB balances that remain at the time of termination (e.g., retirement, voluntary in good standing) with greater than 20 years of service and meeting appropriate balance requirements (e.g., 20% payout of available hours >300).

### **Benefits Committee**

To help ensure the smoothest possible transition from the existing paid leave benefits program to the new short-term disability benefit plan (STD), and to ensure that bargaining unit members are fully able to utilize their time off benefits, the parties will convene a Benefits Committee. The Benefits Committee will consist of three bargaining unit members selected by the Union and three Hospital representatives. The

Benefits Committee will meet at least once following ratification of this Agreement, unless the parties agree to meet more frequently. Attendance at the Benefits Committee will be on regular paid time for the three members on the committee.

Prior to February 1, 2021, the Benefits Committee will identify and discuss any issues and concerns that bargaining unit members may have regarding the planned transition from Sick to STD, including but not limited to: administration of the STD benefit; review and approval of applications for STD; communications with the STD benefit's third-party administrator; use of accrued paid time off (PTO) and Sick to supplement STD; communications to members on how to access and use the STD benefit; and any other issues that may arise prior to the transition. Through August 1, 2021, at the request of either party, the Benefits Committee will meet to identify and discuss any issues that may arise following implementation of the STD benefit.

To assist with its work, the Benefits Committee may request and receive information regarding bargaining unit members' use of PTO, Sick and STD, and may direct questions to Providence's benefits subject matter experts to answer any questions or hear concerns arising from bargaining unit members' experience with the STD benefit. The Benefits Committee will also have the ability to communicate directly with the bargaining unit members to provide information on the use of the time off benefits, answer questions that members may have, and update the members on the work of the committee.

The Benefits Committee will sunset as of its last meeting in 2021. After that time, bargaining unit members who have any concern with the PTO, Sick or STD benefits may raise those concerns with the Conference Committee. The Benefits Committee shall not have the ability to alter the terms and provisions of this contract or the terms of the PTO, Sick or STD plans.

#### **Issues for Conference Committee**

Issues related to low census, possible additional training and educational opportunities at the Hospital will be addressed in Conference Committee within 90 days of ratification of this Agreement.

#### **Respiratory Care Practitioner**

The parties agree to meet within 30 days of ratification to discuss the appropriate job classification to be utilized for a respiratory care practitioner performing pulmonary rehab services through the pulmonary rehabilitation program operated by the employer to be implemented no later than 90 days after ratification.





Wage Scales – PSJH SEIU

33	1	\$26.39	\$26.91	\$27.43	\$27.96	\$28.47	\$29.00	\$30.03	\$31.21	\$31.80	\$32.76	\$33.49	\$34.14	\$34.81	\$35.51	\$36.21	\$36.93	\$37.60	\$38.44	\$39.21	\$39.60	\$40.40
33	2	\$27.12	\$27.65	\$28.18	\$28.71	\$29.24	\$29.77	\$30.30	\$31.43	\$32.07	\$32.74	\$33.66	\$34.39	\$35.08	\$35.77	\$36.40	\$37.21	\$37.95	\$38.73	\$39.50	\$40.26	\$41.51
33	3	\$27.87	\$28.41	\$28.95	\$29.48	\$30.01	\$30.54	\$31.07	\$32.20	\$32.85	\$33.61	\$34.33	\$35.04	\$35.75	\$36.40	\$37.23	\$38.00	\$38.80	\$39.60	\$40.40	\$41.81	\$44.85
35	1	\$28.69	\$29.23	\$29.76	\$30.29	\$30.82	\$31.35	\$31.88	\$33.01	\$33.66	\$34.42	\$35.19	\$35.91	\$36.62	\$37.32	\$38.07	\$38.82	\$39.60	\$40.40	\$41.23	\$42.07	\$43.58
35	2	\$29.79	\$30.33	\$30.86	\$31.39	\$31.92	\$32.45	\$32.98	\$34.11	\$34.76	\$35.52	\$36.29	\$37.00	\$37.71	\$38.42	\$39.17	\$40.00	\$40.80	\$41.60	\$42.40	\$43.81	\$46.85
35	3	\$30.61	\$31.15	\$31.68	\$32.21	\$32.74	\$33.27	\$33.80	\$34.93	\$35.58	\$36.34	\$37.11	\$37.82	\$38.53	\$39.24	\$40.00	\$40.80	\$41.60	\$42.40	\$43.20	\$44.61	\$48.65
26	1	\$21.49	\$21.92	\$22.38	\$22.90	\$23.42	\$23.94	\$24.46	\$25.63	\$26.15	\$26.91	\$27.73	\$28.35	\$29.16	\$29.97	\$30.79	\$31.60	\$32.41	\$33.22	\$34.03	\$34.84	\$36.25
26	2	\$22.08	\$22.52	\$23.00	\$23.48	\$23.96	\$24.44	\$24.92	\$26.09	\$26.61	\$27.37	\$28.19	\$28.81	\$29.62	\$30.43	\$31.24	\$32.05	\$32.86	\$33.67	\$34.48	\$35.29	\$36.70
26	3	\$22.69	\$23.14	\$23.63	\$24.11	\$24.59	\$25.07	\$25.55	\$26.72	\$27.24	\$28.00	\$28.82	\$29.44	\$30.25	\$31.06	\$31.87	\$32.68	\$33.49	\$34.30	\$35.11	\$35.92	\$37.33
59	1	\$33.73	\$34.42	\$35.11	\$35.81	\$36.51	\$37.21	\$37.91	\$39.08	\$39.78	\$40.54	\$41.30	\$42.11	\$42.92	\$43.73	\$44.54	\$45.35	\$46.16	\$46.97	\$47.78	\$48.59	\$50.00
59	2	\$34.66	\$35.37	\$36.08	\$36.79	\$37.50	\$38.21	\$38.92	\$40.09	\$40.80	\$41.56	\$42.32	\$43.13	\$43.94	\$44.75	\$45.56	\$46.37	\$47.18	\$47.99	\$48.80	\$49.61	\$51.02
59	3	\$35.61	\$36.34	\$37.07	\$37.80	\$38.54	\$39.27	\$40.00	\$41.17	\$41.89	\$42.63	\$43.37	\$44.11	\$44.85	\$45.59	\$46.33	\$47.07	\$47.81	\$48.55	\$49.29	\$50.70	\$52.11