

~~2019-2022~~2022-2025

EMPLOYMENT AGREEMENT

By and Between

ST. JOSEPH MEDICAL CENTER

and

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL ~~24~~3000

(Pharmacy Bargaining Unit)

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~~2019~~22 - 20225

EMPLOYMENT AGREEMENT

By and Between

ST. JOSEPH MEDICAL CENTER

and

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL ~~21~~3000

**(Pharmacy Bargaining Unit)**

PREAMBLE

This Agreement is by and between St. Joseph Medical Center (the Employer), for its operation located in Tacoma, Washington, and United Food and Commercial Workers International Union, Local 21.

ARTICLE 1 - RECOGNITION

The Employer recognizes the United Food and Commercial Workers Local ~~21~~3000 as the sole collective bargaining agent representing all employees working in the collective bargaining unit certified by the National Labor Relations Board in Case No. 19-RC-10456 and consisting of: all graduate and registered pharmacists, pharmacy specialists and interns. Excluding: pharmacy residents, office clerical employees, guards, and supervisors as defined in the Act, per diem and temporary employees, employees represented by other labor unions, and all other employees.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Medical Center including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine

### ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

3.1 Membership. Regularly scheduled full-time and part-time employees who are members of the Union at the time of the signing of this Agreement, and all full-time and part-time employees who join the Union during the term of this Agreement must retain their membership in good standing. Good standing is herein defined as the tendering of uniform Union dues on a timely basis. Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union unless the employee fulfills the membership obligation set forth in this Agreement within that thirty (30) day period. New employees hired on or after the effective date of this Agreement may not be required to join the Union as a condition of employment, but within thirty-one (31) days from the date of hire shall pay to the Union an amount of money equivalent to initiation fee, and each month thereafter an amount of money equivalent to the regular Union dues as agency fees. Those new employees hired after the effective date of this Agreement who choose not to join the Union or pay agency fees based on a bona fide religious tenet shall pay the same amount of money to a non-religious charity. The Union will accept the receipts as Union dues. Failure to comply with this condition shall, upon the written request of the Union, result in the discharge of the employees as provided in this Section. Any employee who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail, with a copy to the Employer, within the last ten (10) days prior to the expiration of this Agreement. The requirement to join and remain a member in good standing shall 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 employment in the bargaining unit. The Union shall notify the Employer in writing of the failure of any employee to become or remain a member in good standing in violation of this Article. No request for termination shall be made by the Union until at least fourteen (14) days after the sending of the aforementioned notice.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct uniform Union dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction.

The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

#### ARTICLE 4 - UNION BUSINESS

4.1 Access to Premises. Duly authorized representatives of the Union shall have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, nursing units or other patient care areas unless advance approval has been obtained from the Vice President, Human Resources or designee. 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 Medical Center. Additionally, and in accordance with Medical Center policy, the Union may use designated meeting rooms of the Medical Center for meetings of the bargaining unit, provided sufficient advance request for meeting facilities is made to the designated management coordinator and space is available.

4.2 Stewards. The Union shall have the right to select Stewards from among employees in the unit. The Stewards shall not be recognized by the Employer until the Union has given the Employer written notice of selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working hours (e.g., rest breaks, lunch periods and before and after shift). Such activities shall not take precedence over the requirement of patient care.

4.3 Agreement. The Employer will distribute a copy of this Agreement to each employee presently employed and to all newly hired employees with the Union membership application and payroll deduction card attached. The Union shall provide copies of the Agreement and the membership applications to be distributed. The cost of printing such documents shall be borne by the Union. The Steward will be allowed up to one-half (1/2) hour of unpaid time to meet with new employees on unpaid time for the purpose of discussing the contract, the Union and Union membership. This meeting shall not occur during the employees' scheduled hours of work.

4.4 Bulletin Board. A portion of a bulletin board located in the Pharmacy, including ambulatory clinics and the retail pharmacies, shall be designated for Union announcements and notification of professional activities only. All postings must be approved by the Employer in advance within two (2) business days of receipt and shall be initialed by the Union Steward and by the Pharmacy Manager or designee. All postings shall be limited to the designated bulletin board.

4.5 Voluntary Political Action Fund. During the term of this Agreement, 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 that complies with WAC 390-17-100. The minimum deduction will be two dollars (\$2.00) per pay period. Each such form shall be provided to the Employer. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

4.5.1 Reimbursement for Reasonable Costs. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse St. Joseph Medical Center (SJMC) for the reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreement. SJMC and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover SJMC costs of administering the check off. Accordingly, the parties agree that SJMC will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse SJMC for its reasonable costs of administering the check off.

4.6 Bargaining Unit Roster. On a monthly basis, the Employer shall provide the Union, by an Excel spreadsheet attachment to e-mail, a list of those pharmacists covered by this Agreement. This list will contain each employee's name, telephone number, address, department, job classification, date of hire, last four digits of the social security number, wage rate, work location (if applicable), employer identification number, FTE status, and gross earnings for the previous month. Additionally, this roster will include the name and effective date of any employee who terminated, or was hired in the previous month.

## ARTICLE 5 - DEFINITIONS

5.1 Full-time Employee. An employee regularly scheduled not less than forty (40) hours per week or eighty (80) hours per fourteen (14) day basis.

5.2 Part-time Employee. An employee who is regularly scheduled to work a minimum of thirty-two (32) hours or more per fourteen (14) day period. Part-time employees shall have an opportunity to work regularly scheduled shift hours available due to the absence of a regularly scheduled employee prior to the assignment of such hours to an on-call or temporary employee, so long as such assignments do not require the payment of overtime.

5.3 Introductory Employee. An employee who has been hired by the Employer on a full-time or part-time basis and has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous regular status employment, the employee shall be designated as a full-time or part-time employee unless specifically advised by the Employer of an extended introductory period (not to exceed an additional ninety (90) days), the conditions of which shall be specified in writing. During the introductory period, an employee may be discharged without notice and without recourse to the grievance procedure.

5.4 Per Diem Employee. An employee who works less than thirty-two (32) hours in a fourteen (14) day period, or an employee who works on an intermittent or unscheduled basis, and is not covered by this collective bargaining agreement. Per diem employees shall not be eligible for benefits, or credited with hours for purpose of seniority accrual.

5.5 Temporary Employee. An employee who is hired for a definite limited period of time, not to exceed ninety (90) calendar days in length. This period may be extended for an additional ninety (90) days if the temporary employee is filling in for a regular employee who is on an authorized leave of absence. Temporary employees shall be ineligible for benefits. In the event a temporary employee is transferred to regularly employed status with no break in service, the employee's anniversary date for benefit purposes will be established as the beginning of the temporary employment assignment. The employee will be subject to a probationary period (5.3) upon transfer to regular status.

5.6 Month and Year. For the purpose of this Agreement and method of computing wages and benefits provided herein, a "month" shall be defined as 173.3 hours compensated and a "year" shall be defined as 2080 hours compensated exclusive of overtime premium.

## ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Equal Opportunity. Employment and wage determination shall be based upon professional qualifications, irrespective of race, color, creed, religion, sex, national origin, age, marital status, sexual orientation, gender identity, genetic information, veteran status, or the presence of sensory, mental or physical disability subject to the presence of occupational requirements.

6.2 Notice of Resignation. Employees shall be required to give at least twenty-one (21) days' written notice of resignation. Employees are encouraged to give more advance notice in order to maintain a stable staffing pattern within the department. This notice requirement shall not include any PTO without prior approval or unverified sick leave. Failure to give notice shall result in loss of accrued Paid Time Off (PTO). The Employer will give consideration to situations that would make such notice by the employee impossible.

6.3 Discipline and Discharge. No full-time or part-time employees shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. Upon request, employees shall sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. If a manager intends to meet with an employee for an investigatory review, the manager will inform the employee of the investigatory nature of the meeting. An employee may request the attendance of a Union representative during any disciplinary meeting or investigatory meeting which they reasonably believe may lead to disciplinary action. Employees may access their personnel files annually by making an appointment with the Human Resources Department.

6.4 Personnel Files. Employees shall have access to their personnel files during normal Human Resources Department hours. Such file may be reviewed by an employee with a representative of the Human Resources Department in attendance.

6.5 Professional Membership/Continuing Education. The Medical Center will pay up to ~~six~~ seven hundred dollars (\$7600) per pharmacist for membership in up to two (2) Medical Center approved professional organizations/societies, or for the costs of continuing education courses and certification materials, and conferences. Pharmacists may request information on the availability of funds from their supervisor.

6.5.1 Conference expenses. Conference attendance expenses, including but not limited to registration fees for attending an approved conference or convention, may be paid by the Medical Center, especially when the employee is presenting or is a named participant on a panel. Such requests for financial support shall be in writing and submitted to the supervisor with as much notice as possible. Approval of conference expenses will not be contingent upon availability of funds identified in 6.5. The Medical Center encourages and strives to support participation of employees for the purposes of their career advancement and development, as well as showcasing the talent and the Medical Center. Pharmacists may request information on the availability of funds from their supervisor. See section 13.2, Paid Education Leave.

6.6 Orientation. The objectives of orientation shall be to familiarize new personnel with the goals and philosophy of the Medical Center and Pharmacy services, and to orient the new personnel to policies and procedures and their functions and responsibilities as defined in their job descriptions. A steward will be allowed one half (1/2) hour of unpaid time to meet with new employees for purposes of discussing the contract, the union, and union membership. Attendance for the steward and the employee shall be voluntary and on unpaid time.

6.6.1 In accordance with section 4.6, the Employer will provide a list of new pharmacists hired by SJMC on a monthly basis.



At the request of the Union the Employer will provide a meeting room and access to newly hired pharmacists for the purpose of contract orientation. Time spent attending meetings will be on the pharmacist's own time.

6.7 Direct Deposit of Payroll Checks. The Employer will deposit an employee's earnings each pay period into a bank account designated by the employee. The employee will receive a direct deposit pay stub reflecting number of hours worked, rates of pay, accruals for PTO and net pay deposited to the employee's account.

6.8 Paycheck Errors. In the event the Employer or the employee identifies a paycheck error, each must notify the other in writing within thirty (30) days of the pay error. The error will be corrected within thirty (30) days of the date of notification of the error. Neither party will have a responsibility to make any adjustments beyond the notification date, except as provided by law.

6.9 Parking. Parking shall be available to employees in designated parking areas at no cost to the employee.

6.10 CPR Certification. Healthcare Basic Life Support (BLS), Pediatric Advanced Life Support (PALS), Neonatal ~~Recitation~~ Resuscitation Program (NRP) and Advanced Cardiac Life Support Certification. Each employee will be certified and maintain healthcare BLS, PALS, NRP or ACLS certification as defined by the job description. It shall be the responsibility of the employee to attend one of the Medical Center approved training programs. The employee shall be paid at the appropriate rate of pay for actual time in attendance.

6.11 Job Openings. Notices of vacancies in new and existing positions shall be posted for at least seven (7) days in advance of filling the position, in order to afford presently employed employees the first opportunity to apply. The Job Posting shall include the normal shift for the position at the time of hire. Notice of vacancies will be posted on ~~designated bulletin boards at the Medical Center, and on the FHS~~ Employer's website. When a regularly scheduled job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancies, providing skill, competency, ability and prior job performance (during the prior twelve [12] months) are considered equal in the opinion of the Employer based on specific documentation and evaluations. To be considered for such job openings, employees must fully complete and submit an application through the ~~FHS~~ Employer's website. If the transfer cannot occur immediately, the Medical Center will make a good faith effort to transfer an employee to the new position within six (6) weeks. All applicants requesting transfers from one unit to another will be responded to electronically (via the contact information collected in the on-line application).

6.12 Telephone Calls. Telephone calls, and text messages answered by Pharmacist Specialists while on standby or time off shall be considered time worked and shall be compensated at the appropriate rate of pay for a minimum of 15 minutes per telephone call for such conversations.

Employees shall be paid ~~15 minutes per telephone call~~ only for communications calls directly related to patient care, as defined and approved by management. Payment for communications telephone calls answered will not result in any contractual premium pay.

6.13 Staffing. The parties agree there should be an adequate number of pharmacists in all departments and on each shift to maintain safe, quality care. Staffing levels shall be determined by management. Staffing takes into consideration the magnitude and variety of the activities needed on a particular shift.

In the interest of providing the highest quality of care the Employer will provide cross-training opportunities to pharmacists who are not proficient and are routinely scheduled to work in the ~~following~~ specialty areas (~~ICU, ED, NICU, Oncology~~). Cross-training will be conducted by area specialists and will occur in advance of the scheduled shift(s) in the specialty work area(s). Area specialists will advise management when competencies have been met and maintained. This will not preclude emergent scheduling of a pharmacist to cover these specialty areas, if required. In these situations, general pharmacist coverage will be the minimum expectation of performance.

Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of their immediate supervisor as soon as the problem is identified.

- a. Employee(s) believing there is a staffing problem are encouraged to address the issue immediately with their immediate supervisor. In addition, employees may choose to document significant concerns and provide that documentation to their immediate supervisor. The supervisor will respond in writing within fourteen (14) calendar days.
- b. Continuous or potential staffing concerns discussed with their immediate supervisor that have not been resolved will be addressed to the Department Director. The Department Director will respond in writing within fourteen (14) calendar days.
- c. If the matter is not satisfactorily resolved by the Department Director, the matter may be referred to the Labor Management Committee for further review. The Labor Management Committee shall review and may make written recommendations as it deems advisable to the Division VP, Pharmacy Chief Operating Officer (COO) or his/her designee.

The Division VP, Pharmacy Chief Operating Officer (COO) or his/her designee will respond in writing within twenty-one days. If there is no consensus with Labor Management Committee, either party may make a written recommendation to the Division VP, Pharmacy COO of the Medical Center.

d. Emergency situations requiring immediate attention may be brought directly to the HR Director, with a recommendation of appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Labor Management Committee meeting; or (3) escalating the issue to the Division VP, Pharmacy ~~COO~~.

~~de.~~ St. Joseph Medical Center will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management Committee; or an employee who notifies the Labor Management Committee, immediate supervisor or the hospital administration of his or her concerns about staffing.

## ARTICLE 7 - SENIORITY

7.1 Definition. Seniority shall be defined as an employee's continuous length of service with the Employer from most recent date of hire based on hours compensated as a Pharmacist and/or an Pharmacist Specialist. Seniority shall be calculated as of January 1 and July 1 of each year. Seniority shall not apply to an employee until the employee has completed the introductory period specified in 5.3. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from most recent date of hire. Pharmacists who accept a non-bargaining unit position and subsequently return to a bargaining unit position within three (3) months shall have previously accrued seniority restored.

7.2 Layoff. A layoff is a permanent or prolonged reduction in the number of employees employed by the Medical Center in a Pharmacy department. In the event of a layoff, seniority of department pharmacists shall be the determining factor providing that skill, competence and ability in a specific area are considered equal in the opinion of the Employer. For purposes of 7.2 Ambulatory Clinical, Ambulatory Retail, and Inpatient are separate departments. Prior to any layoff the Employer shall seek volunteers from the department for layoff. Employees chosen for layoff by seniority, may elect from the following options:

- a. Accept the Layoff
- b. Apply for any open positions in the bargaining unit, and be granted preferential hiring status subject to skills, ability, experience, and past performance.

A resident pharmacist will not be used to do bargaining unit work during a period of layoff(s), if such work is available due to the layoff of a bargaining unit pharmacist. Seniority for the purpose of layoff will be determined as of the payroll date ending immediately prior to the notification of the layoff. Notice will be given to the Union of an impending layoff at least three (3) days prior to the actual notice of layoff. Upon request of the Union, the Employer and the Union will meet to discuss the impact of the layoff and review the seniority roster and layoff process. Alternatives to layoff will be discussed.

Each employee subject to layoff will receive twenty-one (21) days' notice or pay in lieu thereof. In the event the WARN Act applies, each employee subject to layoff will receive notice as required under the act, or pay in lieu thereof (or a pro-rated portion thereof). Employees on layoff will be offered per diem work opportunities without affecting their recall rights.

7.2.1 Severance Pay. The Employer will provide severance pay pursuant to Medical Center Policy. The Employer will notify the Union at least 90 days in advance of any modification or termination of the Severance Pay Policy.

7.3 Recall. Employees on layoff status shall be placed on a reinstatement roster by job classification for a period of one (1) year from the date of layoff. When vacancies occur, the order of reinstatement shall be the reverse order of layoff providing the employee's skills and ability to fill the position are considered equal in the opinion of the Employer. Providing skill, competency and ability in a specific area are considered equal, employees on layoff shall be entitled to reinstatement prior to any employees being newly hired. There shall be no loss of benefits if the employee is reemployed within twelve (12) months.

7.4 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures. The Union shall be notified in advance of any recall procedures established by the Employer. There shall be no loss of benefits if the employee is reemployed within twelve (12) months.

7.5 Roster. In the event of a layoff, the applicable seniority roster will be available at the Human Resources Department at least fourteen (14) days in advance with a copy provided to the Union.

7.6 Low-Census & Reduced Workload Scheduling. In the event of a low-census or reduced workload need, management will first consider any training opportunities and indirect patient care activities (e.g. logistical departmental needs, quality assurance, paperwork, cross training, etc.) prior to engaging in voluntary or involuntary reductions in staff.

The Employer will seek volunteers to leave during a period of temporary reduced workload scheduling within a department (e.g. ambulatory, inpatient) before determining and implementing a reduced staffing schedule sequence during such period. Low unit days shall not alter an employee's anniversary date or rate of accrual of benefits. Low unit days will be applied in the following order:

- a. Overtime
- b. Voluntary Cuts. When voluntary cuts are solicited, the word "voluntary" or "volunteers" will be used in any communications soliciting such cuts.

- c. ~~On-Call~~ Per Diems
- d. Extra Days
- e. Involuntary cuts determined on a rotating seniority basis until all regular employees have been involuntarily cut or have volunteered to take such cut. When involuntary cuts are necessary, the word “mandatory” or “involuntary” will be used in any communications announcing such cuts. If an employee is inadvertently cut out of turn, the mistake will be remedied on the next rotation or as soon as possible.

The Employer will give one and a half (1.5) hours' notice to ~~day-shift~~ employees and ~~two (2) hours' notice to evening and night shift employees~~ of impending low unit days. The Employer will notify employees as soon as possible.

7.6.1 Report Pay. Employees who report for work as scheduled and who are released from duty because of low census shall receive a minimum of four (4) hours of work at the base rate of pay plus any applicable differentials.

7.6.2 Low Census Usage. If ambulatory clinics are closed during otherwise regularly scheduled clinic times (holidays, weather, etc.) the employee may choose to use unpaid low census hours instead of PTO to cover this time.

7.6.3 PTO Shortage. Employees who have had vacation approved following the process in section 11.4 and who later are short of accrued PTO to cover the approved vacation due to involuntary low census may request to take the approved time as unpaid or cancel their approved vacation. Cancellation of approved vacation, and being placed back on the schedule shall be based on the operational needs of the department.

7.6.4 In an effort to maintain an equitable rotation of low census, employees subject to low census may be given the opportunity to voluntarily float to other units where the need exists, and where the employee is qualified to perform the required work in the opinion of the Employer. This includes voluntary floating between clinics, and departments, or virtual care opportunities if available.

7.7 Department Closing and Subcontracting. The Employer will give thirty (30) days' notice to the Union if the Employer closes a department or contracts out services performed by bargaining unit employees, affected employees, by seniority, may elect from the following options:

- a. Apply for a vacant position; and be granted preferential hiring status subject to skills, ability, experience, and past performance;
- b. Accept the layoff.

## 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.

8.1.1 10-Hour Day. The workday may consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

8.1.2 12-Hour Day. The workday may consist of twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

8.2 Workweek. The normal workweek shall consist of forty (40) hours worked within a seven (7) day pay period or eighty (80) hours worked within a fourteen (14) day period.

8.3 No Guarantee. The workdays and workweeks specified in 8.1 and 8.2 shall not constitute guaranteed hours of work.

8.4 Overtime. For Hospital Pharmacists overtime shall be compensated for at the rate of one and one-half (1 1/2) times the straight-time hourly rate of pay for all time worked beyond the normal work day of at least eight (8) hours in duration or the normal work period. Double time shall be paid after twelve (12) consecutive hours. Daily overtime does not apply to full-time Ambulatory Pharmacists. Overtime shall be considered in effect if eight (8) or more minutes are worked after the end of a shift of eight (8) or more hours in duration and shall be calculated to the nearest fifteen (15) minutes. No overtime shall be paid when less than eight (8) minutes have been worked after the end of a shift. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved in advance by management. When mandatory overtime is required to staff a vacant shift on the schedule, the Employer will make reasonable efforts to assign the work by rotation starting with the least senior employees, providing the Employer has received at least forty-eight (48) hours' advance notice. If an employee is inadvertently assigned out of turn, the mistake will be remedied on the next rotation by skipping the affected employee. The Employer will maintain a list to keep track of the order of rotation. The list will begin with the least senior pharmacist at the end of each contract cycle.

8.4.1 Pharmacy Specialists. Pharmacy Specialists shall become eligible for overtime for any hours worked beyond forty (40) within a seven (7) day period. Pharmacy Specialists shall not receive daily overtime as defined in Section 8.4 unless the Pharmacy Specialist is required to stay beyond the end of the shift to cover a coworker's short notice absence, in which case the hours worked into the following shift will be paid at time and one-half (1-1/2X) the regular rate of pay.

8.4.2 Twelve-Hour Shifts. If an employee works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift will be paid at double time (2x).

8.4.3 Ambulatory Pharmacists. Ambulatory pharmacists shall become eligible for overtime for any hours worked beyond forty (40) within a seven (7) day period.

Ambulatory pharmacists shall not receive daily overtime as defined in 8.4.

8.5 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or premium pay, except as per Section 11.8, paid at the rate of time and one-half (1-1/2) or double time (2x). When an employee is eligible for both time and one-half (1-1/2) and double time (2x) pay, the employee will receive the highest pay rate.

8.6 Meal/Rest Periods. Employees shall be granted two (2) paid fifteen (15) minute rest periods during each normal workday and a thirty (30) minute meal period on the employees' own time. The meal period will be paid when the employee is required to be on duty during the meal period. Meal and rest periods shall be administered as provided by state law. There shall be no retaliation for reporting missed meal and rest periods.

8.7 Rest Between Shifts. Each employee shall have an unbroken rest period of at least eleven (11) hours between shifts unless mutually agreed to between the Employer and employee. All time worked within the eleven (11) hour period and continuing until the completion of the shift shall be paid at time and one-half (1 1/2) the employee's regular rate of pay. This section shall not apply to in service education offerings, committee meetings, staff meetings, or voluntary shift exchanges (trades) initiated between employees.

8.7.1 Twelve-Hour Shifts. For twelve (12) hour shifts, the rest between shifts commitment will be ten (10) hours; otherwise, the commitments in 8.7 shall apply.

8.7.2 Graveyard - Shifts. When a pharmacist covers graveyard-shift as part of a voluntary or mandatory rotation (as defined in 8.12.1), and switches back to their assigned shift, the Employer will make a good faith effort to provide a rest period of twenty-four (24) hours.

8.8 Posting of Schedules. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. The Employer shall determine and post no less than four week work schedules twenty-one (21) days immediately preceding the effective date of the next schedule. It is understood that the schedule may contain open shifts to allow for early posting. Ambulatory scheduling will continue to be four week schedules posted fourteen (14) days in advance. Except for emergency conditions involving patient care and low census conditions, posted schedules may be amended only by mutual agreement. Any increase in scheduled hours of work for part-time employees will be discussed and mutually agreed upon prior to posting the work schedule, except for holiday coverage. Employees may request to work up to their FTE in order to avoid using PTO. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

8.9 Weekends. The Employer will schedule all regular full and part-time employees for at least every other weekend off. In the event an employee works two successive

weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the employee's regular rate of pay. Employees regularly scheduled to work every third weekend who work the weekend prior to or following a regularly scheduled weekend will be paid at the rate of time and one-half (1 1/2 X) the regular rate of pay for the extra weekend hours worked. Weekend time worked on a regularly scheduled weekend is not eligible for time and one-half (1 1/2 X). Employees may trade weekends for personal convenience providing it does not result in FLSA overtime. When such a trade results in an employee working two or more weekends in a row, the consecutive weekend premium will not apply.

Subject to advance approval, employees may request the trading of weekends, providing the schedule change does not place the Employer into an overtime condition or premium pay condition pursuant to this section. In the event that sufficient weekend coverage is not available, the Employer will seek volunteers before scheduling employees to work extra weekend shifts. It is the intent of management to discuss with the affected employee the scheduling of additional weekend work or the changing of the regular weekend off due to insufficient weekend coverage. This section shall not apply to per diem employees. Premium pay provided for in this section shall not apply to employees hired to work every weekend. Premium pay provided herein shall not apply to time spent for non-mandatory educational offerings. The weekend for premium pay purposes shall be defined as 11:00 p.m. Friday to 11:00 p.m. Sunday. For twelve (12) hour shift employees it shall be defined as 7:00 p.m. Friday to 7:00 p.m. Sunday.

8.10 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Medical Center and the employee involved. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least thirty (30) days advance notice to the employee.

8.11 Shift Rotation. The Employer shall make a good faith effort to avoid shift rotation unless otherwise mutually agreed or except for emergency conditions (unforeseeable conditions beyond the Employer's control including employee absences, terminations without notice and changes in patient census, but not vacation coverage). When emergency conditions arise after the schedule is posted, volunteers will be sought provided that the voluntary assignment does not result in overtime. If no volunteer is identified, the employer will make a good faith effort to rotate assignments in inverse order of seniority. The rotation list will be posted.

Newly hired Pharmacists will be placed at the bottom of the roster and scheduled onto the rotation after completing six (6) months of employment.



Pharmacists hired directly from the SJMC residency program will be added to the shift rotation immediately upon hire to regular status. When non-emergent shift rotation is needed to cover prescheduled shifts (e.g., vacation coverage, leave of absence, etc.), the Employer will first seek volunteers as described in 8.12, below. Nothing in this section shall be construed as limiting the Employer's right to require overtime.

8.12 Extra Shifts or Hours. Extra shifts or hours, including vacation coverage, available prior to the schedule posting shall be offered to straight-time volunteers, awarded by seniority and rotated equitably. Absent volunteers, straight-time shifts shall be scheduled by rotation in inverse order of seniority. Newly hired Pharmacists will be placed at the bottom of the roster and scheduled onto the rotation after completing six (6) months of employment. Pharmacists hired directly from the SJMC residency program will be added to the shift rotation immediately upon hire to regular status.

8.12.1 Rotation to Night Shift/ED2. In the event there are no volunteers to cover the night shift/ED2, straight time shifts shall be scheduled by rotation in inverse order of seniority. A rotation is defined as up to three (3) consecutive shifts of work per cycle through the seniority list - not to exceed an employee's FTE unless mutually agreed. If there is a short notice/call out need on the night shift an involuntary/voluntary shift will be credited for the rotation requirement. This includes partial shifts of four (4) hours or more-worked before or after that of a regular shift. The rotation list will be posted and when the Manager sends notice of open shifts requesting volunteers, the Manager will include the next three pharmacists in line for night shift rotation.

8.12.2 Extra Shift or Hours (24 hours or greater). Extra shifts or hours that become available after the schedule is posted, but greater than twenty-four (24) hours prior to the shift start time, shall be offered to the bargaining unit. Employees shall have at least one (1) hour to submit their name for consideration of assignment of the shift. Seniority will be the determining factor in awarding the shift, providing it does not result in overtime. When overtime would occur for all employees that volunteered for the shift, seniority will be the determining factor.

8.12.3 Short Notice Extra Shift or Hours (less than 24 hours in advance). Extra shifts or hours that become available after the schedule is posted, but less than twenty-four (24) hours prior to the shift start time shall be offered to the bargaining unit and awarded on a first come first served basis, provided it does not result in overtime. When overtime would occur for all employees that volunteered for the shift, seniority will be the determining factor.

8.13 Travel. During work hours, travel between worksites will be paid in accordance with the St. Joseph Medical Center's Travel/Reimbursement Policy.

8.14 Project Assignments. Management will make a good faith effort to assign Specialists a minimum of one (1) day per month to work on projects. Specialists can

request more than one day a month (to a maximum of one per pay period) if current project load requires additional time. In the event that a project day is rescheduled due to unforeseen circumstances (e.g. sick call) management will make a good faith effort in finding coverage during the next 14 calendar days to give back the missed project day.

8.15 Home Location. Management shall endeavor to assign ambulatory pharmacists a “home” location, and endeavor to schedule pharmacists at their home location.

## ARTICLE 9 - COMPENSATION

9.1 Hourly Wage Rates. Employees will be paid in accordance with the hourly wage schedule set forth in Appendix A.

9.2 Effective Date. Wage rates and any other changes in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date designated.

9.2.1. Subsequent pay steps will be awarded on or after the first full pay period of the employee’s anniversary date of hire.

9.3 Recognition for Past Experience.

9.3.1 Pharmacist and Pharmacist Specialist

Employees shall be given a step placement representative of each full year of experience on a 1:1 basis, as a Pharmacist or Pharmacy Resident.

9.3.2 Pharmacy Intern

Employees will be hired at the base rate of pay.

For purposes of this Section, "recent experience" shall be defined as recent and relevant experience in the opinion of the Employer.

9.3.3. If a new pharmacist is hired above the minimum longevity step set forth in Section 9.3, any current pharmacist with the same or greater years of experience paid at a lower pay step will be brought up to the new pharmacist's pay step (longevity step).

9.4 Night Shift Employees. If a night shift employee mutually agrees to work seven (7) ten (10) hour shifts in a fourteen (14) day period, the Employer will continue its practice of paying that employee for eighty (80) hours.

9.5 Bonus Plans. The Employer reserves the right to establish, modify, and terminate incentive or bonus plans applicable to various departments in the hospital, and to notify the Union of the same.

## ARTICLE 10 - PREMIUM PAY

10.1 Shift Differential. Employees who work the second shift (3-11:30 p.m.) shall be paid a shift differential of two dollars and twenty-five cents (\$2.25) per hour over the hourly rate of pay. Employees who work the third shift (11 p.m. - 7:30 a.m.) shall be paid a shift differential of three dollars and twenty-five cents (\$3.25) per hour over the hourly rate of pay. Employees who work an overlapping shift shall receive shift differential for the entire shift if the majority of the hours worked occur during a shift with a designated shift differential. In the event of equal hours, shift differential will be split and paid according to applicable shifts.

10.1.1 Twelve Hour Shifts. Employees assigned the day shift shall receive their regular rate of pay. Employees assigned the night shift shall receive the night shift differential.

10.2 Standby Pay. Standby shall be at the rate of three dollars and seventy-five cents (\$3.75) for each hour on assigned standby status. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits.

10.3 Callback. Any time worked in callback shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular rate of pay, with a two (2) hour minimum. The callback hours shall not apply when the employee reports for work in advance of the assigned shift. Callback pay shall not be pyramided and shall not be paid more than once for the same hours. Standby pay will cease when an employee reports for call-back duty. This section shall not apply to after-hours telephone calls.

10.4 Weekend Premium Pay. Any employee who works on a weekend shall receive two dollars twenty five cents (\$2.25) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for overtime premium pay calculations unless required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 pm. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

10.5 Board Certification. The Employer shall provide certification pay of one dollar (\$1.00) per hour to Employees who hold current, Employer approved board certification.

10.6 Lead Assignment. A Pharmacist assigned as a Lead by the employer shall receive an additional dollar and twenty-five cents (\$1.25) per hour. A Lead assignment involves being an adjunct to management to assist other employees with questions of work, process or procedure and other certain responsibilities as assigned by management but does not have supervisory authority.

10.7 Preceptor. A Pharmacist assigned to precept a Pharmacist Resident for a full shift shall receive a premium of one dollar (\$1.00) per hour. The Pharmacists will document the request for preceptor pay at the time clock.

ARTICLE 11 - PAID TIME OFF

11.1 Purpose. The Paid Time Off Program provides for the accrual of hours to be made available to eligible employees who have completed ninety (90) calendar days of employment. The purpose of the Paid Time Off Program is to simplify the management of accrued paid time off and to provide a process for employees to manage personal time within certain guidelines.

11.2 Eligibility. Full-time and part-time employees who have successfully completed ninety (90) calendar days of employment.

11.3 Accrual Rates. Paid Time Off will accrue on all paid hours and low census hours not to exceed 2080 hours each anniversary year of employment. Accrual rates are based on the employee's date of hire.

<u>Effective Dates for Accrual Rates</u>	<u>Active PTO</u>	<u>Accruals EIB</u>	<u>Maximum PTO</u>	<u>Maximum EIB</u>
0 - 4 years	200	48	400	824
5 - 9 years	240	48	480	824
10 - 19 years	280	48	560	824
20+ years	320	48	640	824

11.4 Access. All paid time off (PTO) requests must be in writing and are subject to the Pharmacist having available accruals banked at the time they are scheduled to take the time off and subject to limits defined under “prime time”. Effective January 1, 2015 and for the duration of this contract, all PTO will be required in two six month blocks (referred to herein as Block 1 and Block 2) in the following format:

Block One - The first request period (Block 1) will open January 1 for the period of June 1 through November 30.

By seniority, employees will be asked to review and request their PTO for Block 1 by indicating a single request of up to fourteen (14) consecutive days off on the posted calendar. The vacation request form must be completed, dated and time stamped, and turned in to a management designee. The initial round will close on January 14. Following the entire staff declaring their initial request, management will review, approve, deny or pend and process the request. The vacation calendar will be reposted on January 29<sup>th</sup> for the second round of vacation

requests. The second round of requests, also by seniority, employees will be asked to review and request up to fourteen (14) days off on the posted calendar not to exceed PTO accrual balance. ~~is limited only by employee's PTO accrual balance and prime time restrictions.~~ The second round will be closed on February 28<sup>th</sup>. Management will review, approve, deny or pend and process the request and the finalized vacation schedule will be posted by management on April 1.

Block Two - The second request period (Block 2) will open July 1 for the period of December 1 through May 31. By seniority, employees will be asked to review and request their PTO for Block 2 by indicating a single request of up to fourteen (14) consecutive days off on the posted calendar. The vacation request form must be completed, dated and time stamped, and turned in to a management designee. The initial round will close on July 14. Following the entire staff declaring their initial request, management will review, approve, deny or pend and process the request. The vacation calendar will be reposted on July 29<sup>th</sup> for the second round of vacation requests. The second round of requests, also by seniority, employees will be asked to review and request up to fourteen (14) days off on the posted calendar not to exceed PTO accrual balance. ~~is limited only by employee's PTO accrual balance and prime time restrictions.~~ The second round will be closed on August 31. Management will review, approve, deny or pend and process the request and the finalized vacation schedule will be posted by management on ~~September 1~~October 1.

Prime Time Defined: May 15 to September 15 and December 15 through January 5 – Pharmacist may not request more than two weeks – not to include more than two consecutive weekends. Management may make exceptions for special or extenuating circumstances.

11.4.1 Access after Rounds. PTO requests made after February 28 and August 31 will be approved based on date of request, denied or pended in writing within thirty (30) days. Vacation requests must be time and date stamped by the employee per department procedure. Requests for PTO granted by seniority shall not supersede the equitable rotation of holidays within the department.

11.4.2 Special Circumstances. Any special event request will be given special consideration.

11.4.3 PTO Reversals. Previously approved PTO may be rescinded by the employee with at least 30 days' notice prior to the schedule being posted. Management will keep a list of those who requested the same time frame so as to award the newly available time to existing pended vacations or to the most senior employee should the time off be rescinded by the previously approved employee.

11.5 In the case of illness, the employee is requested to notify the supervisor immediately, but not less than two (2) hours prior to the beginning of that shift. The Medical Center will consider six (6) occurrences for non-FMLA reasons within twelve

(12) consecutive months to be acceptable. Consecutive days off for the same illness or emergency, either PTO or EIB, shall be considered one (1) occurrence.

11.6 Extended illness Bank (EIB). EIB has been established to provide coverage to an employee for extended absences from work as the result of illness or injury of the employee or the employee's eligible family member, or for shorter absences involving serious injury or illness as defined below. The employee's access to EIB will commence from the seventeenth (17th) hour forward and will not be applied retroactively to any hours previously paid as PTO. Immediate access to EIB (without waiting period) is available due to inpatient hospitalization (exclusive of Emergency Room visits) or outpatient surgery of the employee, or of the employee's eligible family member.

11.6.1 Family Care Act of 2003. Pursuant to the Family Care Act (RCW 49.12.265, *et. seq.*), an employee shall have access to PTO and EIB in accordance with the access provisions set forth in this Agreement to care for (1) an employee's child who has a health condition requiring treatment or supervision, or (2) a spouse, parent, parent-in-law or grandparent of the employee with a serious health and/or emergency condition.

11.7 Rates of Pay. Paid Time Off and EIB hours shall be compensated at the employee's regular rate of pay, to include shift differential when applicable. Paid accruals do not count toward the calculation of overtime.

11.8 Premium Pay Days (Holidays). Some departments may choose to close on certain days of the year. Employees should check with their supervisor for a list of those days. The Medical Center will pay any employee required to work on a designated Premium Pay Day time and one-half (1 1/2) for all hours worked on the Premium Pay Day. Premium pay day hours worked shall count as time worked in computing overtime hours in the work period. In providing Premium Pay Day coverage, managers will first ask for volunteers. If enough volunteers are not found, additional holiday hours will be assigned in reverse seniority order. However, no employee will be involuntarily assigned to the same holiday more than two (2) years in a row. Managers will inform employees of any increase in scheduled hours of work prior to posting the work schedule (unless it is a short notice coverage situation).

Premium Pay Days are as follows:

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

For purposes of premium pay, the time period from 3:00 p.m. December 24 to 11:00 p.m. December 25 shall be recognized as the Christmas holiday. The time period from 3:00 p.m. December 31 to 3:00 p.m. January 1 shall be recognized as the New Year's holiday.

11.9 Cash Out Option. St. Joseph Medical Center will allow PTO cash outs in accordance with IRS regulations. An employee shall not be eligible for the employee cash out option if:

- (1) During that period of time that the employee has been suspended from duty pending investigation and determination of appropriate disciplinary action, if any.
- (2) The employee has been disciplined at the final written warning or suspension level within the preceding three (3) month time period.
- (3) The employee has been discharged for cause.
- (4) The employee has voluntarily resigned without the required notice and/or without working out the notice period.

Effective November 1, 2014, an eligible employee may elect to cash out up to 50% of his or her PTO accrual (up to 120 hours). Employees electing to receive cash in lieu of paid time off must indicate their interest in doing so by making an irrevocable election during the November Annual Open Enrollment timeframe each year prior to accruing the time off in the following year.

For example, during November an employee may make an irrevocable election to cash out up to no more than 50% of the PTO hours they will accrue in the next calendar year, not to exceed one hundred twenty (120) hours. Note: Employees accruing PTO at the 200 hour tier level may elect to cash out up to 100 hours of PTO in the following year. Employees may elect to receive their cash out in one of the following ways:

100% of election amount paid by December 31(not to exceed 120 hours or 100 hours for those accruals at the 200 tier level)

50% of election amount paid by July 15 (not to exceed 60 hours) and the remaining 50% paid by December 31(not to exceed a total of 120 hours or 100 hours for those accruals at the 200 tier level)

PTO cash out requests will be made via the Annual Open Enrollment online system and must be made during the Annual Open Enrollment timeframe. Employees who elect PTO cash out will accrue their elected PTO cash out hours in a separate accrual balance which will be visible on the pay stub. Employees will only have access to these accrued hours for purposes of elected cash out.

Employees who elect a pay out twice per year and who have not accrued 50% of their election by July will receive the amount they have earned toward their election and the remaining hours will be paid at the time of their December pay out.

Employees who experience a reduction in their overall PTO accrual (i.e. change in hours worked, etc.) or who stop accruing PTO due to a leave of absence or reaching the annual maximums for example may not reach their full cash out election amount and as such

will only be paid what they have accrued toward the cash out election at the time of the payout.

Additionally, the employer shall provide a cash out option for unforeseeable emergencies and in an amount reasonably necessary to satisfy the emergency need consistent with the U.S. Department of Treasury regulations.

Employees terminating employment with St. Joseph Medical Center shall not be subject to the limitations above and shall be paid at 100% in accordance with Article 11.12 of the Collective Bargaining Agreement.

11.10 Depletion of Accounts. Employees who have depleted Paid Time Off and EIB accounts may apply for a Leave of Absence governed by the Leave of Absence provisions of this contract.

11.11 Use of Paid Time Off. Employees are encouraged to use at least eighty (80) hours of Paid Time Off per year for vacation. Employees may access Paid Time Off hours to cover low census days or holidays. Employees may not utilize any PTO/EIB hours that would result in a negative balance. Employees may access limited accruals while receiving time loss payments under the workers' compensation program as set forth in the FHS PTO policy.

11.12 Termination of Benefits. Employees who terminate in good standing will be paid as follows:

- a. Paid Time Off accounts paid at 100%
- b. EIB accounts paid at
  - 1 - 14 years Paid at 0%
  - 15 - 19 years Paid at 10%
  - 20 - 24 years Paid at 15%
  - 25+ years Paid at 50%

## **ARTICLE 12 – TRUST BENEFITS**

### **Language to be reviewed by Trust**

~~12.1 The parties agree health insurance programs will be provided through the Sound Health and Wellness Trust Plan (SHWT) and retirement benefits will be provided through the Sound Retirement Trust (SRT).~~

~~Acknowledging that the Union seeks Employer contributions to help fund the rehabilitation plan required of the SRT and the transition to the Variable Annuity Plan (VAP), and also acknowledging the reduced cost charged for the SHWT, and redirection of funds, the Employer agrees to a combined cost sharing approach that, when adding the total Employer contributions for these plans, the amount will not exceed an aggregate cost per hour except as provided for in this paragraph. At ratification, the Employer's combined contribution will be \$7.83. This amount will increase by the medical center's~~



actual aggregate cost (e.g. Total cost to Employer to provide medical and retirement benefits to SJMC employees ÷ total number of participants ÷ 2080) in January 2021 and again in January 2022. At no point during calendar year 2021 will Employer pay less than \$8.10 per hour for the combined cost, and no less than \$8.30 per hour in 2022 for the combined cost.

~~EXAMPLE: In 2021, if the Employer's medical insurance aggregate cost for all other Medical Center employees is \$6.00 per hour and the aggregate cost of the CHI Retirement plan for all Medical Center employees is \$3.00 per hour, the Employer combined contributions to the Union plans will be \$9.00 per hour. In 2021, if the Employer's medical insurance aggregate cost for all other Medical Center employees is \$5.00 per hour and the aggregate cost of the CHI Retirement plan for all Medical Center employees is \$2.00 per hour, the Employer combined contribution to the Union plans will be \$8.10 per hour, as stated above.~~

~~Employer's combined contribution to the SHWT, the SRT and the VAP, will be inclusive of all charges, including and not limited to any Rehabilitation Plan, Fund Deficit Reduction, Stabilization Reserves, Trust mandated surcharges, or any future cost not presently identified or mentioned in this agreement. The Sound Plus Buy-up Plan fee described in 12.2.1 is the only exception.~~

~~All costs in excess of the Employer's combined aggregate as defined above shall be paid by the Pharmacist and shall be funded by a pre-tax deduction from wages and contributed to the SHWT as described herein.~~

~~—— Pharmacist Cost: At ratification the pharmacist will pay fifty-seven cents (\$.57) per hour the difference between the combined costs of Trust benefits (\$8.40 at time of ratification) and the medical center aggregate (\$7.83 at time of ratification). At any time during the contract term when the Trustees adjust the contribution rate for the SHWT, SRT, or the VAP, an analysis against the medical center aggregate will take place and the combined costs of the trust plans will be factored against the medical center aggregate and adjustments made to the Pharmacist's pay as described above.~~

~~12.2 — Sound Health and Wellness Plan. Each Employer and the Union agrees to be bound by the terms and provisions of the Trust Agreement creating the Sound Health & Wellness Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto, including the revision of January 25, 1990 and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. Each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.~~

~~The Employers party to this Agreement shall continue to pay on a per compensable hour~~

~~basis, which shall include the Drug surcharge, (up to a maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc. and various Local Unions dated April 1, 1977 and as subsequently amended to date, including the revision dated May 5, 2013.~~

~~The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Sound Health & Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Trust, dated June 18, 1957, and as may be subsequently amended.~~

~~The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.~~

~~Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health & Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum no later than twenty (20) days after the end of the accounting period.~~

~~The term "compensable hour" shall mean any hour for which any employee receives compensation required by this Agreement.~~

~~12.2.1 The Employer will contribute to the Sound Health and Wellness Trust as follows: #~~

~~For historical notation, the April 2019 Employer contribution was increased by the Trustees as needed up to a maximum of \$6.08 per compensable hour.~~

~~Effective with October 1, 2019 ("Effective Date") hours, the Employer's contribution rate(s) shall be reduced by twenty one cents per hour except that, effective for hours upon notice by the Sound Health and Wellness Trust, the Employer's contribution rate shall further decrease on a temporary basis in order to allow for the increase in the Employer contribution rate to the Sound Retirement Trust under Article 12.3.~~

~~Additionally, beginning with the month following notice from the Trustees of the Health and Wellness Trust that a temporary reduction in the Employer's~~

~~contribution rate is authorized, the amount of such reduction shall be added as a monthly employer contribution to the Sound Retirement Trust on behalf of all eligible employees as described in Section 12.3. These amounts are in addition to the employer contributions required under Section 12.3. The payment of such reduced contributions shall continue until the Trustees determine, in their sole discretion, that the reduction shall end. However, in no event shall the Employer's contribution rate be reduced below \$5.81 per hour if the Trust excess assets (above the required reserves) are anticipated to fall below 2½ months of excess reserves before such date.~~

~~Starting October 2020, every six months through March 2022, the Trustees will set the contribution rate (with a minimum rate of the initial hourly rate before the temporary decrease and up to a maximum rate of \$6.08) that is anticipated to result in an excess reserve of \$52 million by April 30, 2022. Each recalculated rate shall become effective for the Employer as of the effective date determined by the Trustees and the Employer shall pay the recalculated as of such effective date.~~

~~In March 2022, the Trust consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12 month period ending April 30, 2022, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will be set based on this hourly cost analysis and shall become effective with April 2022 hours, provided that the hourly rate shall not exceed \$6.49 and not be less than \$6.08. However, for January through March 2022, the Employer's contribution rate will be temporarily reduced from this contribution rate by such amount as to redirect the total amount of \$15 million for all employers to a Variable Annuity Plan. The buy up rate, if applicable, also will be decreased and increased accordingly.~~

~~For pharmacists hired after April 1, 2009, the Employer will contribute up to an additional one dollar and twenty two cents (\$1.22) per compensable hour toward the Sound Plus Plan buy up option not to exceed 173 hours per month. Required contributions in excess of the above designated amounts shall be paid by the employee and shall be funded by a pre tax deduction from each employee's wages. Should the cost of the buy up plan drop, Employer will reduce its contribution commensurately so that at no time are pharmacists who participate in the buy up plan paying less than those participating in the regular plan.~~

~~12.2.2 Employee Contributions. In addition to the Pharmacist hourly contribution described in 12.1, employee contributions made by regular pre-tax payroll deduction at ratification are:~~

~~Nine dollars (\$ 9.00) per week for Employee only coverage;~~

~~Fifteen dollars (\$15.00) per week for Employee and Child(ren) coverage;  
 Twenty one dollars (\$21.00) per week for Employee and Spouse coverage;  
 and Twenty three dollars (\$23.00) per week for full Family coverage.~~

~~The above rates may be revised or modified by the Trust during the duration of this contract.~~

~~12.3 — Retirement. The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Retirement Trust, as initially executed on January 13, 1966, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust’s Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees as its representatives for the purposes of managing the Trust.~~

~~All contributions shall be paid on compensable hours with a maximum of one hundred seventy three (173) hours per calendar month per employee. The term “compensable hours” shall mean any hour for which any employee receives any compensation required by this Agreement. The contribution referred to shall be computed monthly and the total amount due each calendar month in which the contributions were earned shall be remitted in a lump sum not later than twenty (20) days after the last day of each month.~~

~~Notwithstanding the foregoing the Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred seventy three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no even shall the Employer’s total obligation be different than what it would have been on a calendar basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.~~

~~12.3.1 Until the effective date of the new future service defined benefit variable plan under Section 12.4, the Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer’s active participants will continue to earn benefit accruals until such effective date.~~

~~#  
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 #~~

<del>-</del>	<del>Current</del>	<del>1/1/2020</del>	<del>1/1/2021</del>	<del>1/1/2022</del>
<del>Base</del>	<del>-\$1.250</del>	<del>-\$1.250</del>	<del>-\$1.250</del>	<del>-\$1.250</del>
<del>Total</del>	<del>-\$2.400</del>	<del>-\$2.534</del>	<del>-\$2.670</del>	<del>-\$2.806</del>

~~The parties hereby adopt the preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised December, 2019 with the preferred schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and selected schedule and the Employer shall contribute in accordance with such schedule. In accordance with that schedule, the Employer also shall make such additional supplemental contributions in addition to the base contributions described under 12.3.4 below. It is recognized and agreed that said supplemental contributions will not result in any pension credit for the covered employees.~~

~~12.3.2 Upon the effective date of the new future service defined benefit variable plan under Section 12.4, future benefit accruals under the SRT will cease and the SRT plan will be frozen; as a result, the funding of 125% of the employer's base contribution for the SRT for the Employer's employees is discontinued once future benefit accruals commence under the VAP and all hourly contribution rates paid to the SRT will be reduced by this adjusted base contribution under Section 12.3.~~

~~12.3.3 The Employer will continue to contribute to the SRT and not incur a withdrawal from the SRT solely as a result of the cessation of future benefit accruals under the SRT.~~

~~12.3.4 The SRT Employer liabilities will be funded under an updated Rehabilitation Plan designed with the objective that the Plan will move to the green zone and achieve 102% funding by 2030. This updated Rehabilitation Plan will include the current scheduled increases plus an additional contribution of three (\$.03) cents per hour in annual increases over a new ten year period beginning January 1, 2020 (January hours/February payment). Such accelerated funding in this agreement shall apply to the SRT liabilities and shall remain in effect regardless of the Zone status of the Plan. The parties agree to request that the Actuaries of the SRT review and update, as they determine is appropriate, the current withdrawal liability method used by the Fund.~~

~~12.3.5 The Employer shall continue to pay all of the scheduled contribution increases under the updated Rehabilitation Plan, as set forth above, through the term of this CBA, regardless of the zone status of the SRT. All hourly contributions to the SRT shall continue to be made on behalf of all compensable hours above regardless of whether the employee participates in the SRT prior to the freeze date. In addition, the Parties ask the Trustees of the Plan to explore adopting specific language that all additional contributions will not be used in calculations of the employers' share of the unfunded vested benefits, to the extent permitted by law.~~

~~12.3.6 In order to ensure the prudent funding of the Sound Retirement Trust, the Employers, in total, agree to redirect health & welfare trust contributions up to the total amount of \$100 million to the SRT commencing with January 2020 hours, to the extent permitted by law.~~

~~12.3.7 This agreement is contingent on the bargaining parties reaching an overall collective bargaining agreement, including an agreement between the Employer and the Union for a new future service defined benefit variable plan for all current employees affected by this transfer.~~

~~12.4 Variable Annuity Plan. As of the effective date of the new future service defined benefit variable annuity plan (VAP), future service benefit accruals will be earned in the VAP, a multiemployer variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. In the event of a short plan year running from the transfer date to December 31, the benefit guarantee will apply for the short plan year and the subsequent initial full plan year ending December 31, 2021. The VAP shall operate on a calendar plan year basis.~~

~~12.4.1 The Employer will contribute one dollar and eighty five cents (\$1.85) per hour for each eligible active participant to the VAP, commencing with the effective date and one dollar and eighty five cents (\$1.85) per hour effective January 1, 2022. After the effective date of the VAP, for the first payroll period after 30 days' notice from the Union, the Employer shall reduce the VAP contribution the designated amount, up to a maximum of twenty cents (\$0.20) and increase the Employer's health and welfare contribution (Article 12.2.1) by the same amount. Such temporary redirection shall terminate for the first payroll period after 30 days' notice from the Union instructing termination of the redirection.~~

~~Contributions will be made on behalf of current active employees and future newly hired employees in classifications for whom contributions have been made under the current collective bargaining agreement and on the same compensable hour basis as contributions are currently made to the SRT. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT.~~

~~12.4.2 The benefit accrual under the VAP will be periodically reviewed (but at least every three (3) years) to ensure that the plan is designed to maintain full funding of all benefit liabilities, with the first review no later than December 31, 2021. Notwithstanding the above, for the term of this contract, in no event shall the contribution be less than 125% of the base contribution to the Sound Trust as of the effective date of the VAP. All actuarial assumptions of the plan will be reviewed and adjusted as necessary on an annual basis for the term of this CBA.~~

~~In addition, the Employer will contribute three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the effective date of the VAP through the end of the initial first full Plan Year.~~

~~The eligibility, rights and features of the benefit design of the VAP will be determined by the VAP board of trustees.~~

~~The Employer agrees to promptly provide, on a periodic basis, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.~~

~~12.4.3 The VAP board of trustees will formulate a stabilization reserve policy which will define the board's discretion to manage the stabilization reserve and determine how and when it is used to support benefit accruals in years in which the plan investments underperform the hurdle rate. The Employer will contribute to the stabilization reserve from January through March 2022 in accordance with Section 12.2~~

12.5 Life Insurance. A group term insurance plan will be provided for all full-time and eligible part-time employees.

12.6 Workers' Compensation/Social Security. The Employer shall provide Workers' Compensation insurance as required by law for all employees. The Employer may deduct only the amount mandated by law to be deducted from employee's pay. The Employer will provide social security with the Employer contribution thereto for the term of this Agreement.

12.7 Unemployment Compensation. The Employer shall provide Unemployment Compensation insurance as required by law for all employees.

### ARTICLE 13 - LEAVES OF ABSENCE

13.1 The Medical Center's FHS Leaves of Absence policies governing leave of absences ~~is are~~ incorporated herein by reference. Included within said policies are provisions for the following leaves of absence:

- a. Family and Medical Leave (FMLA). Each eligible employee will be granted up to twelve (12) weeks of FMLA leave in a rolling twelve-month period subject to the provisions of the Medical Center's FMLA policy and federal law (Family Medical Leave Act). The purpose of FMLA leave is

for the birth or adoption/placement of a child, or for the serious health condition of an employee or his/her immediate family member.

- b. Washington Paid Family and Medical Leave. The Medical Center complies with and adheres to all requirements of the Washington State Paid Family and Medical Leave Act (WPFML). If the employee qualifies for WPFML and the employee has accrued paid time available, the Medical Center will integrate the employee's pay, if requested, with state disability or wage replacement programs to the extent permitted by law, and the Medical Center's Medical Leave Policy.
- c. Personal Leave. ~~Any employee may request a personal leave of absence for emergency reasons, subject to the provisions of the Medical Center's Personal Leave policy.~~ After one (1) calendar year of continuous employment, an employee may apply for a personal leave of absence without pay, in accordance with the Medical Center's Personal Leave of Absence policy.
- d. Military Leave. Any employee serving in the U.S. Armed Forces will be granted leave in accordance with federal and state laws to attend required training as a reservist or guard member, or when called to active duty. Procedures for accessing said leave are detailed in the Medical Center's Military Leave policy.
- e. Jury and Witness Duty Leave. ~~Employees may take a leave of absence for jury and witness duty as specified in the Medical Center's Jury Duty Leave policy.~~ Time off with pay will be granted for jury duty to regular status full-time and part-time employees once they have completed their probationary period. The employee must give the Employer immediate notice of the call for jury duty and provide the Employer with a copy of the summons.
- f. Subpoena. Employees who are subpoenaed to testify on behalf of the Employer or are required to meet with the Employer's attorney or counsel or to give affidavits in a matter representing the Employer shall be compensated for regularly scheduled time applied to such activity or at the appropriate rate of pay should the employee be off duty while such activities are conducted. The pay received shall include shift differential when the employee is regularly scheduled to work an evening or night shift.
- g. Bereavement Leave. ~~Up to three (3) scheduled work days of paid leave may be granted during the seven (7) day period following the death of a member of the employee's immediate family in accordance with the Medical Center's Bereavement Leave policy. The Employer will give consideration to requests for bereavement leave outside the seven (7) day~~



~~period. Immediate family shall be defined as parent, grandparent, wife, husband, brother, sister, child, grandchild, significant other in lieu of spouse, mother in law, or father in law or step equivalents. Additional time off may be granted, up to a maximum of five (5) days when extensive travel is required. Bereavement leave must be taken in consecutive days. Leave with pay up to forty (40) hours (prorated by FTE) may be allowed for death in the immediate family in accordance with the Medical Center's Bereavement Leave policy. Bereavement time off with pay may be split but must be utilized in no more than two increments within ninety (90) days of death.~~

- h. Unpaid Educational Leave. Regular status employees are eligible to apply for unpaid educational leave after one (1) year of continuous employment under the provisions of the Medical Center-FHS Personal Leaves of Absence policy.

13.2 Paid Educational Leave. After one (1) year of continuous employment, employees may be allowed up to twenty-four (24) hours of paid educational leave per year; provided, however, that such leave is subject to budgetary considerations, scheduling requirements of the Medical Center and approval by the Department Director of the subject matter to be studied. Should educational leave that has been approved by the Employer be canceled by the Employer, that portion of the registration fee that is not refunded shall be paid by the Employer. The above will be prorated for part-time employees.

#### ARTICLE 14 - TUITION REIMBURSEMENT

The FHS Tuition Reimbursement program is incorporated herein by reference.

#### ARTICLE 15 – LABOR MANAGEMENT COMMITTEE

Medical center management, jointly with the Pharmacists of the Employer, shall establish a Labor Management Committee to assist with personnel and other mutual problems. The purpose of the Labor Management Committee is to foster improved communications between the Employer and the Pharmacists. The function of this committee shall be limited to an advisory rather than a decision-making capacity. Such Committee meet at least quarterly and shall consist of three (3) bargaining unit pharmacists, a Union Representative, and an equal number of management representatives including the Vice President of Human Resources, or designee. The medical center will pay one and an half hours of time, or provide paid release time, up to four times a year for three pharmacists to attend Labor Management Committee.

#### ARTICLE 16 - GRIEVANCE PROCEDURE

Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such 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 written consent of the parties hereto. Failure by the employee or Union to follow the requirements and time limits contained herein for the filing and processing of grievances shall render the grievance null and void.

Step 1 Employee and Immediate Supervisor.

If an employee or the union has a grievance, the employee or the union must first present the grievance in writing to the Human Resources Department ~~the employee's immediate supervisor~~ within fourteen (14) calendar days from the date the employee or the union knew or had reason to know that a grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance. A timely request for an extension to the fourteen-day period for filing a Step 1 grievance will not be unreasonably denied.

Step 2 Employee and Service Line Vice President.

If the matter is not resolved ~~to the employee's satisfaction~~ at Step 1, the employee shall present the grievance in writing to the Human Resources Department ~~Service Line Vice President or designee~~ within fourteen (14) calendar days following the decision at Step 1. The grievance shall state the contractual provision violated and the relief sought. A conference between the employee, the union (and a Steward, if requested by the employee) and the Vice President or designee shall be held at a mutually agreeable time. The Vice President or designee shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3 Vice President, Human Resources and Union Representative.

If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the ~~Vice President,~~ Human Resources Department (or designee) within fourteen (14) calendar days of the Step 2 decision. The Vice President, Human Resources (or designee) shall meet with the employee and the Union Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Vice President, Human Resources/designee shall issue a written reply within fourteen (14) calendar days of the meeting of the parties.

Optional Step 4 - Mutually Agreed Mediation.

The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require

that any grievance be sent to mediation. Costs of mediation shall be equally borne by the parties.

#### Step 4 Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration by written notice to the other party within fourteen (14) calendar days following the Medical Center's response at Step 3 or the date of the optional Step 4 mediation. Within seven (7) calendar days of the notification that a dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall confine himself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

### ARTICLE 17 - UNINTERRUPTED PATIENT CARE

It is recognized that the Employer is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, walkout, sympathy strike, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, walkout, sympathy strike, slowdown or other work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, walkout, sympathy strike, slowdown or work stoppage will be subject to immediate dismissal. Further, there shall be no lockout of employees during the term of this Agreement.

### ARTICLE 18 - SAFETY AND HEALTH

18.1 Reporting of Safety and Health Concerns. Employees who have concerns regarding safety or health issues arising in the workplace should bring those concerns to their immediate supervisor. Unresolved concerns may be brought to the Labor Management Committee.

18.2 Testing and Immunizations. The Medical Center shall arrange opportunities for required work-related health testings and immunizations, to be provided at no cost to the employee.

#### ARTICLE 189 - GENERAL PROVISIONS

189.1 Complete Agreement. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise.

189.2 Entire Agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

189.3 Separability. Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement and the remaining portions shall remain in full force and effect. The parties agree to meet and discuss whether by mutual consent such invalid provisions should be amended or replaced.

189.4 Past Practices. 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 herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE 1920 - DURATION

This Agreement shall become effective and shall remain in full force and effect to and including September 30, 2022~~5~~2 unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence at a mutually agreeable time. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020~~2~~2.

ST. JOSEPH MEDICAL CENTER

UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL 3000

\_\_\_\_\_  
~~Sharon Royne~~  
Sr. Vice President, Human Resources

\_\_\_\_\_  
Mia Contreras  
Executive Vice President

\_\_\_\_\_  
Marie LaMarche  
Division Director of Labor Relations

\_\_\_\_\_  
~~Aaron Streepy~~, Negotiator  
Larry Kratz

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ST. JOSEPH MEDICAL CENTER  
AND  
UFCW - PHARMACY

~~The parties agree there should be an adequate number of pharmacists in all departments and on each shift to maintain safe, quality care.~~

~~Staffing levels shall be determined by management. Staffing takes into consideration the magnitude and variety of the activities needed on a particular shift.~~

~~In the interest of providing the highest quality of care the Employer will provide cross-training opportunities to pharmacists who are not proficient and are routinely scheduled to work in the following specialty areas (ICU, ED, NICU, Oncology). Cross training will be conducted by area specialists and will occur in advance of the scheduled shift(s) in the specialty work area(s). Area specialists will advise management when competencies have been met. This will not preclude emergent scheduling of a pharmacist to cover these specialty areas, if required. In these situations, general pharmacist coverage will be the minimum expectation of performance.~~

~~Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of their immediate supervisor as soon as the problem is identified.~~

- ~~a. Employee(s) believing there is a staffing problem are encouraged to address the issue immediately with their immediate supervisor. In addition, employees may choose to document significant concerns and provide that documentation to their immediate supervisor. The supervisor will respond in writing within fourteen (14) calendar days.~~
- ~~b. Continuous or potential staffing concerns discussed with their immediate supervisor that have not been resolved will be addressed to the Department Director. The Department Director will respond in writing within fourteen (14) calendar days.~~
- ~~c. If the matter is not satisfactorily resolved by the Department Director, the matter may be referred to the Labor Management Committee for further review. The Labor Management Committee shall review and may make written recommendations as it deems advisable to the Chief Operating Officer (COO) or his/her designee.~~

~~The Chief Operating Officer (COO) or his/her designee will respond in writing within twenty one days. If there is no consensus with Labor Management Committee, either party may make a written recommendation to the COO of the Medical Center.~~

~~Emergency situations requiring immediate attention may be brought directly to the HR Director, with a recommendation of appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Labor Management Committee meeting; or (3) escalating the issue to the COO.~~

~~d. St. Joseph Medical Center will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management Committee; or an employee who notifies the Labor Management Committee, immediate supervisor or the hospital administration of his or her concerns about staffing.~~

~~1. In recognition of the parties' joint commitment to quality patient care, the parties commit to the following regarding the Labor Management Committee:~~

~~The Labor Management Committee will agree on a schedule of up to four (4) one and one half hour long meetings of the Labor Management Committee, to commence no later than 60 days following date of ratification. Meetings will be on paid time. These meetings are for the sole purpose of discussing the following:~~

~~Article 15 outlines the process for regular Labor Management Committee meetings. The following list of topics is not exhaustive, nor will the parties be obligated to discuss each of these items in every meeting. However, the parties agree that the following topics shall serve as a template agenda for topics to be considered in LMC meetings:~~

- ~~(1) Day, evening, and graveyard shift staffing & scheduling;~~
- ~~(2) Evening shift staffing;~~
- ~~(3) Feasibility of 10-hour evening shifts;~~
- ~~(4) Evening shift for Expansion of South Pavilion;~~
- ~~(5) Ways to account for regional activities (non-St. Joe's work performed by St. Joe's pharmacists) in order to minimize impact on budgetary productivity tracking.~~
- ~~(6) Feasibility of adding creating an oncology additional specialist positions, and compounding specialist.~~
- ~~(7) The possibility of implementing of a virtual calendar for purposes of scheduling PTO.~~
- ~~(8) The feasibility of trialing "remote work" in both ambulatory and in-patient pharmacy services.~~
- ~~(9) Low Census Issues~~
- ~~(10) Health & Safety concerns~~

The committee will discuss these issues and may make a recommendation for future staffing to the Executive Division Director of Clinical Ancillary Services.

~~2. Over the course of negotiations, the Union raised concerns regarding the potential impact on bargaining unit employees of a potential business transaction between Catholic Health Initiatives (CHI) and Dignity Health. To address these concerns as they may relate to the impact on bargaining unit employees, the Medical Center attests that any new relationship involving CHI and Dignity Health or any comparable new relationship between CHI and any other entity will have no impact on bargaining relationships or the contractual terms and conditions of employment for bargaining unit employees employed by the Medical Center. The 2019-2022 collective bargaining agreement will continue unaffected through any new relationship between~~

~~CHI and Dignity Health or through any comparable new relationship between CHI and any other entity for the contract term.~~

- ~~3. Resolution of Aggregate Contribution Grievance. The parties agree to resolve the outstanding grievance filed on April 19, 2019 regarding deductions from employees' wages under Article 12. Neither party waives its position or arguments. Effective at ratification of this Agreement (2019-2022 CBA), the Union agrees to withdraw the grievance. The Employer agrees not to seek any additional employee contribution. The parties shall consider the matter fully and finally resolved.~~
4. Ratification Bonus. Effective two pay periods past ratification a ratification bonus of \$2000 will be paid prorated per FTE. A 1.0 FTE will be paid \$2000, a per diem will be treated as a .20 FTE. A Pharmacist must have been on the payroll as of expiration date and continually employed until the date of payment to be eligible for this bonus
5. Bargaining Committee Hours. Employees who lose work hours for the purpose of serving on the Union negotiating committee shall have the option of being paid PTO or given unpaid release time for joint negotiations. When the employee is approved to attend bargaining in lieu of working a scheduled shift, the employee may select PTO Cut or unpaid Low Census at the timeclock.