

EMPLOYMENT AGREEMENT

St. Joseph Medical Center

and

UFCW Local 21

(Technical Unit)

This Agreement is made and entered into between St. Joseph Medical Center (hereinafter referred to as the "Employer" or the "Medical Center"), and the United Food and Commercial Workers International Union, Local 21 (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all employees as certified by the National Labor Relations Board in Case No. 19-RC-13620 employed in job classifications or as set forth in Appendix "A," excluding all employees represented by other labor organizations, all office and clerical employees, all per diem employees, all professional employees, all confidential employees, temporary employees, guards and supervisors as defined in the Act.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient 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 this requirement 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.

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.

3.3 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.

- 3.3.1 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.

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.

4.2 Unit Steward. The Union may 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 nonworking hours (e.g., rest breaks, lunch periods and before and after shift) of both the Steward and the individual employee and shall not interfere with the work of other employees. Investigative meetings will not result in pay loss for the employee.

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 to be distributed. The cost of printing such documents shall be borne by the Union.

4.4 Bulletin Board. A bulletin board located in each department shall be designated for use by the Union. Such boards shall be used for official Union notices. All postings shall be initialed and dated by the Union **Representative/Steward** with a designated pull date, if appropriate.

The Union will provide a copy of the posted material to the Vice President, Human Resources, or designee at or prior to the posting. The Union agrees to limit the posting of Union materials to the designated bulletin boards and will not otherwise post materials on Medical Center premises.

4.5 New Hire Access. The Steward, and/or union representative will be allowed up to one-half (1/2) hour of unpaid time to meet with new employees for the purpose of discussing the contract, the Union and Union membership. This meeting shall not occur during the employees' scheduled hours of work.

4.6 Negotiating Committee. Subject to patient care requirements, the Employer will make a good faith effort to assist in providing unpaid release time for up to one employee from each represented department participating in contract negotiations. Employees will work with their managers to arrange this time off. 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.**

4.7 Bargaining Unit Roster. Monthly the Employer shall supply the Union with a roster containing the names, addresses, job classifications, **telephone number**, date of hire, department, shift, rate of pay, last four digits of social security numbers and employee status (FTE) for all employees covered by this Agreement. The Union hereby indemnifies and agrees to hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer from the release of this information to the Union.

ARTICLE 5 - DEFINITIONS

5.1 Full-time Employee. An employee who is regularly scheduled to work not less than forty (40) hours per week or eighty (80) hours within a fourteen (14) day period and who has successfully completed the required introductory period.

5.1.1 12-Hour Shift Employee. An employee who is regularly scheduled to work three (3) twelve (12) hour shifts per week shall be regarded as a full-time employee.

5.1.2 16-Hour Shift Employee. An employee who is regularly scheduled to work two (2) sixteen (16) hour shifts each weekend shall be regarded as a full-time employee.

5.2 Part-time Employee. An employee who is regularly scheduled to work at least sixteen (16) hours per week, but less than forty (40) hours per week or thirty-two (32) hours within a fourteen (14) day period, and who has successfully completed the required introductory period.

5.2.1 Supplemental Part-Time Employee. An employee who works less than sixteen (16) hours per week or thirty-two (32) hours in a fourteen (14) day period on a regularly scheduled basis or an employee who works on an unscheduled basis and commits to work at least five (5) shifts per month, including one (1) full weekend of two (2) shifts or in the alternative, work a minimum of three (3) weekend shifts per month.

Supplemental parttime employees will be required to work as needed two (2) holidays per calendar year, one of which will be Thanksgiving, Christmas Eve, Christmas Day, or New Year's Day. Supplemental employees shall accrue seniority for purposes of applying for job openings.

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 or cause, and without recourse to the grievance procedure.

5.4 Per Diem Employee. An employee who works on an intermittent or unscheduled basis. Per diem employees do not earn seniority. Per Diems will provide availability every month with a minimum of sixteen (16) hours per month, one weekend shift per quarter and two (2) holidays per year (one winter time and one summer time).

5.5 Temporary Employee. An employee who is hired for a definite limited period of time, generally not to exceed ninety (90) calendar days in length. This period may be extended for an additional ninety (90) days but in no event to exceed a total of six (6) months, unless agreed to by the Union and the Employer. Temporary employees shall be ineligible for benefits. In the event a temporary employee is transferred to a regular status position 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 an introductory period (5.3) upon transfer to regular status.

5.6 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee's hourly wage rate (9.1), shift differential (10.1), certification pay (10.5), lead pay (10.4), and the fifteen percent (15%) wage premium in lieu of benefits for employees selecting that optional method of compensation (9.5). Shift differential shall not be paid if an employee is temporarily

assigned to the day shift during the employee's **introductory** period.

5.7 Preceptor. A preceptor is an experienced employee proficient in clinical teaching and communication skills who is assigned specific responsibility for planning, organizing and evaluating the new skill development of a new employee who has been placed in a defined preceptor program, the parameters of which have been set forth in writing by the Employer. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. Volunteers will be sought first.

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, genetic information, marital status, sexual orientation, **gender**, veteran's status, union membership, or the presence of sensory, mental or physical disability subject to the presences 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 so as to further enhance the Employer's chance of keeping a stable staffing pattern. This notice requirement shall not include any PTO without prior approval or unverified sick leave. Failure to give the required twenty-one (21) day 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 employee 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. An employee may request the attendance of a Union representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action.

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. Employees shall have the right to review and provide rebuttal documentation to any written evaluation or discipline in the personnel file and will be kept in the personnel file. Employee may request removal of warning notices after one (1) year, if no further written disciplinary action for the same reason has occurred during this one (1) year period. Removal shall be at the discretion of the Medical Center.

6.5 Orientation. The objectives of orientation shall be to familiarize new personnel with the

goals and philosophy of the Medical Center, and to orient new employees to policies and procedures and their functions and responsibilities as defined in their job descriptions.

6.6 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.

6.7 Paycheck Errors. In the event the Employer or the employee identifies a paycheck error, each must notify the other in writing within **forty-five (45)** days of the pay error. The employee must submit the error to management on a Personnel Action Request (PAR). 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. The employee will receive a copy of the PAR notated with approval or denial and the date the correction will appear in the employee's pay.

6.7.1 Kronos Exception Log. Pay changes that are not automated and/or cannot be entered at the time clock must be manually recorded on the Exception Log during the open pay period and will be paid on time in the regular pay check, subject to manager approval.

If an Exception Log entry is not approved for payment, the employee will be notified and provided with an explanation before the next pay period elapses.

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

6.9 Healthcare Basic Life Support (BLS)

Certification. Where BLS certification is required by the Employer, the employee will obtain and maintain healthcare BLS certification. It shall be the responsibility of the employee to attend one of the Medical Center's scheduled training programs. The employee shall be paid at the appropriate rate of pay for actual time in attendance.

6.10 Job Openings. Notices of vacancies in 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. Notice of vacancies will be posted on the FHS 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 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).

6.11 Changing Time. In positions where employees are required to wear hospital-issued attire, time spent changing will be counted as work time in accordance with applicable law.

Five (5) minutes of paid time will be allotted to dress, and an additional five (5) minutes of paid time will be allotted to undress, as follows: Employees will generally be released ten (10) minutes prior to the end of their shift to compensate for changing time. Employees are expected to be dressed and ready for work at the start of their shift. When, because of the demands of the work, an employee cannot be released prior to the end of his or her shift, the employee will be paid the difference at the rate required by contract or law.

6.12 Health Exams. TB screening will occur in accordance with State Law or CDC Guidelines. HIV and Hepatitis testing will be provided as per the Medical Center's Standard Precautions policy. Hepatitis B vaccine will be available at no cost to the employee.

6.13 Employer Meetings. Employees shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer. Employees will be paid a minimum of two (2) hours for mandatory meetings held on a Franciscan campus or an Employer-approved site on a scheduled day off.

6.14 Staffing.

The parties agree there should be an adequate number of staff 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. 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.

1. 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.
2. 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.

3. 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 President or his/her designee. If there is no consensus with the Labor Management Committee, either party may make a written recommendation to the President of the Medical Center. The President or his/her designee will respond in writing within twenty-one (21) days. Emergency situations requiring immediate attention may be brought directly to the HR Director to determine 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 President.
4. 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 Medical Center administration of his or her concerns about staffing.

ARTICLE 7 – SENIORITY AND LAYOFF

7.1 Definition. Seniority shall be defined as an employee's continuous length of service within a job classification, within the bargaining unit, with St. Joseph Medical Center from the most recent date of hire as a full-time or part-time employee. 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.

Regular employees who change to per diem status and subsequently return to regular status without a break in employment shall have previously accrued seniority restored. Any employee who accepts a non-bargaining unit position or a position in a different job classification and subsequently returns to their former job classification within one (1) year shall have their prior seniority date restored. If an employee terminates but is reemployed within one (1) year, the Employer will credit the employee with the prior seniority date. (Note: Benefit date is based on original hire date with the Medical Center.)

7.1.1 Seniority shall be the determining factor in layoff and recall from layoff, unit-wide re-bidding and regular job openings where such factors as skill, competence, ability and prior job performance are substantially equal in the opinion of the Employer providing that opinion is not arbitrary and capricious.

7.2 Layoff. A layoff is a permanent or prolonged reduction in the number of employees employed by the Medical Center. Layoffs shall be by job classification.

In the event of a layoff, job classification seniority shall be the determining factor providing that skill, competence and ability in a specific area are considered equal in the opinion of the Employer. The Employer shall not exercise this right in an arbitrary or capricious manner. Temporary and Introductory employees shall be laid off prior to any regular employees working in that job classification.

An employee shall be considered to have skills and abilities equal to other employees in that job classification for purposes of this layoff procedure, if the employee could perform the work of that job classification at the same quality, productivity and overall performance levels as other employees in the judgment of the Employer, after a two (2) week orientation to that position. If an employee is selected for a position based on the above criteria and if the employee has not achieved a satisfactory level of performance in the opinion of the Employer after completing the orientation period to the new position, the employee will be subject to immediate layoff and placement on the recall roster.

Where possible, twenty-one (21) days' advance notice or fourteen (14) days pay in lieu thereof, prorated for part-time employees) shall be given to the Union and to those employees affected by the layoff. Upon request, the Employer and the Union will meet to review the order of layoff.

7.2.1 Layoffs (Radiology). Any employee who transfers between the following job classifications (Radiology Tech, CT, Special Procedures [including Heart Cath] or MRI) and is subsequently subject to layoff in the new job classification shall have the following options. The employee may elect layoff or elect to take the position (FTE and shift) of the least senior Radiology Tech in the department, provided:

- a. The employee has more prior Radiology Tech seniority than the employee being displaced;
- b. The layoff occurs within one (1) year of the transfer to the new job classification; and
- c. The employee is qualified for the position based on the criteria set forth in Section 7.2.

7.2.2 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 for a period of one (1) year from the date of layoff. When vacancies within a job classification 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. The Employer shall not exercise recall and reinstatement in an

arbitrary or capricious manner. There shall be no loss of benefits if the employee is reemployed within twelve (12) months. In the event the Employer offers and the employee accepts voluntary layoff options with severance pay, the employee shall waive any recall rights.

7.3.1 Removal from Recall List. If an employee does not return to work within seven (7) days of a recall notice sent by certified mail (or at such later date determined by the Employer), the employee will be removed from the recall roster and the Employer's recall commitments shall terminate. The employee shall notify the Employer by certified mail of any change in the employee's current mailing address. If the employee fails to provide this notification, the employee's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

7.4 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same shift and FTE) offered by the Employer while on the recall list, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

7.5 Roster. In the event of a layoff, a seniority roster will be available at the Human Resources Department at least twenty-one (21) days in advance with a copy provided to the Union.

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.

8.1.3 16-Hour Day. The workday may by mutual consent consist of sixteen (16) hours' work to be completed within sixteen and one-half (16-1/2) 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 Innovative Schedules. The Employer and employee may agree to other innovative work schedules with advance notice and agreement of the Union.

8.5 Overtime. Overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular 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 (2x) shall be paid after twelve (12) consecutive hours within a twenty-four (24) hour period. Overtime shall be considered in effect if eight (8) or more minutes are worked after the end of the shift 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 the Department Head. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

8.5.1 10-Hour day. If an employee works more than two (2) consecutive hours beyond the end of the (10) hour shift, all overtime hours after twelve (12) consecutive hours of work for that shift will be paid at double time (2x).

8.5.2 12-Hour Day. 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).

8.5.3 16-Hour Day. The double time provisions of Section 8.5 shall not apply to 16-hour shifts.

8.6 Scheduled Overtime Shifts. Subject to skill, competence, ability, availability and any departmental request procedures, the Employer will make a good faith effort to equitably rotate scheduled overtime shifts by seniority.

8.7 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or premium pay, except as per Section 11.7, 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.

8.8 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 recording missed meal periods/rest breaks.**

8.9 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 requirement 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 standby, callback, inservice education offerings, committee meetings or staff meetings.

8.9.1 Twelve-Hour Shifts. For twelve (12) hour shifts, the rest between shifts commitment will be ten (10) hours; otherwise, the commitments in 8.9 shall apply.

8.9.2 Sixteen-Hour Shifts. The rest between shifts provisions of Section 8.9 shall not apply to sixteen (16) hour shifts.

8.10 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 monthly work schedules fourteen (14) days immediately preceding the effective date of the schedule. **The Employer shall make efforts to ensure the posted schedule has coverage for all shifts.** Except for emergency conditions involving patient care and reduced work load conditions, posted schedules may be amended only by mutual agreement. Should it be necessary to change work schedules at the time of posting, in accordance with this article, the Employer will first seek volunteers. If no volunteers are available, the schedule or shift change will be assigned in inverse order of seniority on a rotating basis. Any increase in scheduled hours of work for part-time employees will be discussed and mutually agreed to prior to posting the work schedule, except for holiday coverage. Employee initiated changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

8.11 Work Performed Off Campus. During work hours, travel between work sites is paid time. In addition to mileage, employees traveling between work sites shall be reimbursed for tolls, ferry fees and parking fees when free parking is unavailable.

8.12 Change in Core Schedules. If the Employer changes the Core Schedule for the unit, or if the Employer establishes a Core Schedule on a newly created unit, the Employer will provide the opportunity for employees on the unit to indicate their preferences regarding the new work patterns offered. The Employer will match employees to their preferences based on seniority, providing the employee's skill, competence and ability are considered equal. This shall not apply to a change in an individual's start time. The Employer will not exercise this right in an arbitrary or capricious manner. The new schedule will be effective no sooner than thirty (30) days from the re-bid.

8.13 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).

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.

This section shall not apply to supplemental part-time or 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 7:00p.m. Friday to 7:00p.m. Sunday.

8.14 Extra Shifts. Subject to skill, competence, ability, availability and any departmental request procedures, additional temporary straight time hours will be made available upon request to employees by seniority in the following order:

- a. Full-time employees
- b. Part-time employees
- c. Supplemental Part-time employees
- d. Per Diem employees

8.15 Reduction in FTE Status. If a reduction in FTE is determined by the Employer to be necessary, the least senior employee(s) in the job classification on the shift will receive the FTE reduction. The Employer will first seek volunteers from the shift to accomplish these changes. Any employee subject to an involuntary reduction in his/her FTE will be given preference up to his/her prior FTE if the Employer seeks to expand the hours of an existing FTE on the employee's shift.

8.16 Low Census. The Employer shall apply a system of flexible staffing to accommodate fluctuating patient census and staffing requirements. When scheduled staff exceeds organizational needs, the Employer would intend to reduce its staff in the following cut order:

- a. Overtime (on the day of Reduce Workload)
- b. Voluntary Cut
- c. Traveler – to the maximum allowed under contract with agency
- d. Per diem
- e. Supplemental Part-time
- f. Extra days
- g. Involuntary cuts determined on a rotating seniority basis until all regular employees have been involuntarily cut or have volunteered to take such cut. (Voluntary cuts are not counted for any shifts above an employee's assigned FTE.) If an employee is inadvertently cut out of turn, the mistake will be remedied on the next rotation or as soon as possible. Credit for a cut will be given so long as the cut is at least two (2) hours in length.

Cut hours will be applied in the above order by seniority within a job classification in the department

providing skill, competency, and ability in a specific area are considered equal by the Employer. Subject to management and Union approval, the majority of employees in a particular department may modify the process of cut rotation from that stated above. Employees placed on low census will be unencumbered unless placed on Standby, in which case Article 10.2 shall apply.

8.17 Report Pay. Employees who report for work as scheduled unless otherwise notified in advance and have been released from duty by the Employer because of low census shall receive a minimum of four (4) hours of work at the regular rate of pay.

Where the Employer has left a message on the employees phone (documented attempts will be recorded) at least one and one-half (1-1/2) hours prior to the shift start time advising the employee not to report for work, such communication shall constitute receipt of notice not to report for work and this section shall not apply. It shall be the responsibility of each employee to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements. Except as otherwise provided herein, employees shall not be paid for time not worked. This section shall not apply to attendance at mandatory department meetings.

8.18 Scheduled Day Off. Full time employees who work on their scheduled day off shall be paid one and one-half (1-1/2X) times their regular rate of pay. Employees will not be scheduled on standby on their day off without mutual agreement except in an emergency. This section does not apply to non-mandatory staff meetings, trainings, or other meetings and/or trainings where attendance is not required.

8.19 Rotating shifts. Except in emergency situations, the Employer will not schedule employees to rotating shifts on a regular basis without mutual agreement. The Employer shall not post vacant regular positions with rotating shifts.

8.20 Status Review. In departments where part-time and per diem employees continuously working above their FTE, or consistently working an FTE equivalent, for over a twelve (12) week period, the Union or employee may request an objective good faith review with the manager and Director of Human Resources to determine if a position or additional hours should be posted. This review shall not apply when these additional hours/days are assigned to special projects, training, covering posted vacant positions, vacation coverage, coverage for sick leave and leaves of absence. Upon written request (but not more than once per calendar quarter) at least two (2) weeks in advance of a Committee meeting, the Employer will provide to the Labor-Management Committee a report of all hours worked by part-time and per diem employees for the previous twelve (12) week period.

ARTICLE 9 - COMPENSATION

9.1 Hourly Wage Rates. Employees will be paid in accordance with the hourly wage

schedule set forth in Appendix A.

Effective the first full pay period in January 2018, eliminate certification pay for all Surgical Techs and create two Surgical Tech scales: Certified Surgical Tech and Non-Certified Surgical Tech.

Effective April 1, 2018 – eliminate gap step at 24. Step 25 rate becomes step 24 rate and becomes new gap step.

Effective April, 2018 – Add new step 26. Employees that are at a step 25 will advance to step 26 on their corresponding anniversary date in year 2.

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.

9.3 Longevity Steps. All employees shall receive longevity steps on their anniversary date of employment.

9.4 Recognition for Past Experience (new hires only). Nothing precludes the Employer from hiring above these minimum longevity steps. If a new employee is hired above the minimum longevity step, the Employer will implement Section 9.4.1.

- a. Employees with less than ten (10) years of continuous recent experience shall be employed at not less than one year of experience credit per year of experience.
- b. Employees with ten or more years of continuous recent experience shall be employed at not less than the 10th longevity step.

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

9.4.1 If a new employee is hired above the minimum longevity step set forth in Section 9.4, any current employee in that job classification with the same or greater years of experience paid at a lower pay step will be brought up to the new employee's pay step (longevity step).

9.5 Premium in Lieu of Benefits. Benefit eligible employees may elect to receive a fifteen percent (15%) wage premium in lieu of all benefits (except pension contributions for eligible employees). This election must occur within the first ten (10) days of employment or change to

benefits eligible status, whichever is later, or annually on dates designated in advance by the Employer, providing the employee presents the Employer with written evidence that the employee has health insurance elsewhere.

9.5.1 Supplemental part-time and per diem employees shall receive a fifteen percent (15%) wage premium added to the employee's base rate of pay. Supplemental part-time and per diem employees are not eligible for benefits provided for by this Agreement.

9.6 Placement for Promotions. An employee promoted to a higher paid job classification shall be placed on the new scale at the step which gives the employee a minimum of a three percent (3%) increase.

9.7 Placement to Lower Paid Job Classification.

- a. Return to Former Position. An employee who has been promoted and then returns to his original job classification shall be placed at his former step plus credit for any longevity increases he would have received from the date of his initial transfer had he remained in his initial job classification.
- b. Transfer to Lower Paid Position. An employee who transfers to a lower paid position not previously held by that employee shall be slotted to the closest step which represents the percentage difference between the base rate of each pay scale.

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 one dollar and eight-five cents (\$1.85) 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 (\$3.00)** 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. **Effective April 1, 2021, if an employee starts a 12-hour shift at any time other than 7:00 a.m. or 7:00 p.m., then the provisions of 10.1 shall apply.**

10.1.2 Sixteen Hour Shifts. Sixteen hour shifts shall be regarded as two separate shifts for the purposes of shift differential. For example, 3:00p.m. Saturday through 7:30a.m. Sunday shall be paid shift differential as follows: 3:00p.m. - 11:00 p.m. second shift differential;

11:00 p.m. Saturday-7:30a.m. Sunday, third shift differential.

10.2 Standby Pay. Standby shall be at the rate of three dollars seventy-five cents (\$3.75) for each hour on assigned standby status off Medical Center premises. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits. For standby in excess of sixty (60) standby hours per pay period, an employee shall receive an additional **seventy-five cents (\$.75)** per hour for all standby hours over sixty (60) standby hours in a pay period.

10.3 Callback. Any time an employee is called back to work from standby status 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 three (3) hour minimum. The three (3) hour guarantee shall not apply more than once during the same three (3) hours. The callback guarantee shall not apply when an employee reports for work in advance of the assigned shift; in such a case the employee shall be compensated for at the rate of one and one-half (1½) times the employee's regular rate of pay until the start of the shift. Standby pay will cease when an employee reports for call-back duty.

10.3.1 Eight (8) and Ten (10) Hour Employees. Eight (8) hour and ten (10) hour shift employees who are called back to work and who work more than twelve (12) consecutive hours in a single callback will be paid at double time (2x) for all hours in excess of twelve (12) hours.

10.3.2 Twelve (12) Hour Employees. Twelve (12) hour shift employees who are called back to work and who work more than fourteen (14) consecutive hours in a single callback will be paid at double time (2x) for all hours in excess of fourteen (14) hours.

This provision shall not apply to sixteen (16) hour shift employees.

10.4 Lead Pay. Employees assigned to lead positions shall be paid one dollar and fifty cents (\$1.50) above their regular rate of pay.

10.5 Certification Pay. An employee holding a specialty certification recognized by the Employer shall be paid a premium of eighty cents (\$.80) per hour. **Employer reserves the right to determine which professional specialty certifications will be determined eligible for certification pay.**

An employee may submit a specialty certification program to the Employer and request consideration for certification pay. Such submission should include a thorough program description, including but not limited to purpose, scope, term, prerequisites, duration/recertification schedule, certifying body, and mailing address. The request should be submitted to the HR Director. The Chief HR Officer shall have final decision as to whether a certification would be considered eligible for premium pay. Employees holding eligible certifications must follow Employer's requirements for primary source verification and actively maintain the certification to receive pay. A certified employee is eligible to receive premium pay for only one certification, regardless of other certifications the employee may

| achieve.

10.6 Weekend Premium Pay. Any employee who works on a weekend shall receive two dollars and fifty (\$2.50) 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 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

10.7 Phone Calls at Home. The Employer will pay for authorized telephone calls received by an employee at home from an employee at work at the regular rate of pay for the actual time spent on the phone with a minimum of seven (7) minutes.

This does not apply to calls regarding schedule changes (e.g. low census, shift trades, opportunities for additional shifts, etc.). This language is only intended to apply to work-related issues requiring the employee's expertise and knowledge.

10.8 Preceptor Pay. Effective the date of ratification, an employee assigned preceptor duties by management will be paid an additional one dollar (\$1.00) per hour while performing such duties.

10.9 Work in Advance of Shift. When, at the request of the employer, an employee reports for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and onehalf (1-1/2) the straight time rate of pay. An employee who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

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</u>	
			<u>PTO</u>	<u>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. Paid Time Off and EIB is intended to compensate employees who are absent from work for time they would have been scheduled to work. A Paid Time Off Request form is required at least thirty (30) days in advance. Employees are requested to provide as much notice as possible. Effective January 1, 2018 employees are asked to submit requests between January 1 and March 1 of each calendar year for time off beginning May 15 for the following twelve (12) months. Requests submitted between January 1 and March 1 of each year will be **reviewed and approved or denied-reserved** on the basis of seniority no later than March 31st. After March 1, time off will be granted on a first come, first served basis, and the Employer will respond within thirty (30) days of its receipt of the request. **Employees who requested PTO prior to March 1 but were denied will be given priority in the event the Employer grants PTO on that date later. An employee may not use the seniority-based PTO approval process to request an unreasonable number of weekends off at any time during the year.**

Prime Time. Prime time vacation is defined as May 15 through September 15, and December 15 through January 5. Employees will not be granted more than two (2) periods of up to seven (7) consecutive days of time off or up to fourteen (14) consecutive days of time off (or less as limited by available PTO accruals) during prime time, if permitting such leave request would result in another employee not being able to take time off during the same prime time period. **Management may give consideration to a vacation request exceeding two weeks during prime vacation time for an employee with an occasional special event.**

Requests for PTO granted by seniority shall not supersede the equitable rotation of holidays within the department. In the event an employee is denied his/her first and second choice of vacation, the employee will have the option of taking time off at another time.

11.4.1 Emergency or Illness PTO Use. In the case of illness or other personal emergency, 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 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.

11.5 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 (including observation admit for twenty-four (24) hours or greater, (exclusive of Emergency Room visits) or outpatient surgery of the employee, or of the employee's eligible family member.

11.5.1 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.

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

11.7 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, 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). Work on Premium Pay Days shall be rotated by the Employer to the extent possible.

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 3:00p.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 3:00p.m. January 1 shall be recognized as the New Year's holiday.

11.8 Cash Out Option. St. Joseph Medical Center will allow PTO cash outs in accordance with IRS regulations. An eligible employee may elect to cash out up to fifty percent (50%) of his or her PTO accrual (up to one hundred twenty hours (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 fifty percent (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 two hundred (200) hour tier level may elect to cash out up to one hundred (100) hours of PTO in the following year. Employees may elect to receive their cash out in one of the following two ways:

1. 100% of election amount paid by December 31(not to exceed 120 hours or 100 hours for those accruals at the 200 tier level)

2. 50% of election amount paid by July 31 (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). 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 fifty percent (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 one hundred percent (100%) in accordance with Article 11.11 of the Collective Bargaining Agreement.

11.9 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.

11.10 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.

11.11 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 - INSURANCE PROGRAM

12.1 Benefits Plan. Employees with an assigned FTE of forty-eight (48) hours or more per pay period are considered full-time for benefit eligibility purposes. Employees with an assigned FTE between thirty-two (32) and forty-seven (47) hours per pay period are considered part-time for benefit eligibility purposes. Employees can enroll in the benefit plans on the first of the month following thirty (30) days of active employment in a benefit eligible position.

12.2 Medical/Dental Plans. The Employer will provide full-time and part-time employees with medical and dental plan options. Cost sharing for these plans will depend on the selected option and the employee's FTE status.

12.3 Workers' Compensation. The Employer shall provide Workers' Compensation insurance for all employees as required by law. As to workers compensation, effective April 1, 2015, the Employer may deduct only the amount mandated by law to be deducted from employees pay.

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

12.6 Life Insurance. A life insurance plan will be provided to all eligible employees. Eligibility requirements shall be defined in the plan documents. Employees will be notified in advance of open enrollment dates.

12.7 Retirement Plan. The Employer will provide a retirement plan for its employees. Eligibility requirements for participation including eligible hours and contribution rates shall be defined by the Employer's plan document.

12.8 Plan Changes. Participation in the Employer's Flexible Benefit Plan, Retirement Plan and any other benefits set forth in this Article 12 shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current plan(s) or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 All leaves are to be requested from the Employer in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days.

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

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements; limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee is required to use any accrued paid time off for which the employee is eligible during the leave of absence prior to taking unpaid time off. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

13.3 Leaves of Absence for Education. After one (1) year of continuous employment, permission may be granted for a leave of absence without pay for job-related study, without loss of accrued benefits or wage step, provided the educational courses to be studied are directly related to a health care position and are approved by the Department Director.

13.4 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 Military Leave Policy.

13.5 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. 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, son-in-law, daughter-in-law, mother-in-law, or father-in-law or step-persons. Additional time off may be granted, up to a maximum of five (5) scheduled working days, when extensive travel is required to attend the funeral. Such extension of time shall be applied from accrued unused PTO.

13.6 Jury Duty. 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.

13.7 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.

13.8 Anniversary Date. Leave with or without pay shall not alter an employee's anniversary date of employment.

13.9 Paid Education Leave. After one (1) year of continuous employment, a full-time employee may request up to twenty-four (24) hours of paid educational leave per year; provided, however, that such leave is subject to available funding, scheduling requirements of the Medical Center, approval by the Department Director of the subject matter to be studied and other business considerations. Should educational leave that has been approved by the Employer be cancelled 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.

13.10 Domestic Violence Leave. Eligible employees shall be entitled to take leave for domestic violence, sexual assault or stalking that the employee has experienced, or to assist a qualifying family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with RCW 49.76.

13.11 Personal Leave. After one (1) calendar year of continuous employment, an employee may apply for a personal leave of absence without pay. The Employer will determine whether or not the leave shall be granted and the duration thereof. Personal leaves of absence will not generally be granted for longer than three (3) months.

13.12 Reinstatement from Leave. An employee will be entitled to reinstatement from a leave of absence as follows:

- a. FMLA Leave: The Employer shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave, in accordance with the requirements of the FMLA.

- b. Personal Leave: The employee will be reinstated to the same position if he/she returns from leave within thirty (30) calendar days. Upon return from a personal leave in excess of thirty (30) calendar days, the employee will be returned to the employee's prior position if still vacant; otherwise, the employee will be offered the first available opening for which the employee is qualified.
- c. Military Leave: An employee returning from a military leave will be reinstated as required by law.
- d. Jury Duty Leave: An employee will be reinstated to their prior position following jury duty.
- e. Educational Leave: Generally, an employee's position will be held for the first ninety (90) calendar days of an authorized educational leave.

13.13 Short-Term Personal Leave. Full-time and part-time employees may be granted up to **three (3)** days off per year without pay, subject to departmental scheduling.

ARTICLE 14 - TUITION REIMBURSEMENT

The Employer's Tuition Reimbursement policy is incorporated herein by reference.

ARTICLE 15 LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established consisting of up to three employee representatives and one (1) representative from UFCW; and up to four (4) management representatives including the Vice President of Human Resources, or designee. The Labor-Management Committee, which is an advisory committee, shall meet as agreed to but at least quarterly to discuss matters pertaining to this Agreement and other workplace issues.

Twice per year, upon request by the Union, a special staffing LMC will be scheduled for two hours with the Hospital's Chief Operating Officer and HR Director to discuss staffing. In addition to LMC staff members, one representative from each of the remaining units covered under the CBA may attend.

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

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration by written notice to the Employer within fourteen (14) calendar days following the Medical Center's response at Step 3. Within fourteen (14) calendar days of the notification that a dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator selected from an arbitrator panel pulled from Washington or Oregon states submitted by 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 onehalf (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 vital 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 - GENERAL PROVISIONS

18.1 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.

18.2 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.

18.3 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.

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

ARTICLE 19 - DURATION

This Agreement shall become effective the date of ratification and shall remain in full force and effect to and including March 31, 2023, 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.

ST. JOSEPH MEDICAL CENTER

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21

Sharon Royne
Sr. Vice President, Human Resources

Faye Guenther
President

| Marie LaMarche
Division Director of Labor Relations

Aaron Streepy
Negotiator

For Memoranda of Understanding

1. Earnings Statement - The Medical Center will make a good faith effort to explore systemic changes to allow employees to identify line item corrections in the earnings statement.
2. The parties agree to add a standing agenda item to Labor Management Committee for the purpose of reviewing grievance timeliness and discuss issues related to the timely processing of grievances, if applicable.
3. In-Patient Pharmacy Staffing
 - a) The Union and the Employer will establish a committee to meet and discuss the following:
 - i. Discuss current workflow and potential changes to address staffing challenges.
 - ii. Evaluate per diem hours to determine if per diem staff are working regularly, the reason for the regular work and make a recommendation if action should be considered.
 - b) The committee will consist of two (2) Pharmacy Techs (one from day shift and one from evening or night shift), the manager/supervisor and an HR Representative. The committee may seek input from other staff and resources as the need arises.
 - c) The committee will meet twice per month for a maximum of three (3) months. Each meeting will be no longer than ninety (90) minutes in duration.
 - d) The committee will be a recommendation body only and final decisions regarding the issues noted above will be made by management. Committee members and staff input will be taken into consideration. All time spent during committee meetings will be paid time.
4. The Employer agrees that monthly employee medical premium contributions for calendar year 2019 will not exceed employee premium amounts in existence as of January 1, 2018 for like plans.
5. 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 at St. Joseph Medical Center (“the Medical Center”), 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 2017 - 2020 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.

6. During the duration of the 2020 CBA, if the Medical Center expands the number of Premium Pay Days beyond those identified in 11.7, the Medical Center agrees to add the additional Premium Pay Day to the CBA at the same time it is implemented elsewhere.

Effective at ratification
(first full pay period following)

<u>Title</u>	<u>% Increase</u>
Anesthesia Tech	2.35%
Cardiovascular Tech	2.00%
CT Tech	2.00%
Echo Technologist	2.00%
EEG Tech	3.00%
Interventional Rad Tech	2.00%
Medical Lab Tech	2.25% **
MLT Specialist	2.25% **
MRI Tech	2.00%
Occup Ther Asst – Cert	4.00% **
Periop Sppt Tech I	2.00% **

Pharmacy Tech	3.50%
Physical Therapy Asst	3.40% **
Radiology Tech	2.00%
Respiratory Care Pract	2.00%
Sonographer	2.00%
Surgical Tech	2.00%
Surgical Tech Cert	2.00%

At ratification:

1. Increase step 12 by .25% to 3%
2. For any employees receiving less than 2.5%, the individual will receive a lump sum payment representing the difference between their percent increase and 2.5% in a lump sum added to their paycheck within two pay periods following ratification.
3. Individuals employed at the date of payout will be eligible to receive a ratification bonus up to \$250 prorated based on FTE. For example, a 1.0 FTE employee will receive \$250. An employee at .5 FTE will receive \$125.
4. SJMC will undertake a work experience credit audit for employees in positions notes with asterisks (**) and adjust the employee on the pay scale according to new hire guidelines no later than July 1, 2020.

Year 2:

1. Increase pay scales by 2.5%
2. Increase step 14 by .25% to 3%

Year 3:

1. Increase pay scales by 2.25%



[INSERT WAGE SCALES]