

Agreement by and between
UFCW 3000
and
WhidbeyHealth Medical Center

Service & Support Unit

Effective: 07-01-2020 – 06-30-2023

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

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

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

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COLLECTIVE BARGAINING AGREEMENT

By and Between

WHIDBEYHEALTH
(Service/Support Unit)

And

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 21

This Agreement is made and entered into by and between Whidbey Island Public Hospital District d/b/a WhidbeyHealth (hereinafter referred to as the “Employer”) and United Food & Commercial Workers International Union, Local 21 (hereinafter referred to as the “Union”).

PREAMBLE

The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1.

ARTICLE 1

RECOGNITION

1.1 Unit Inclusions. The Employer recognizes the Union as the exclusive bargaining representative for this service and support unit (the residual unit as certified in PERC Case No. 10969-E-94-1813), and this Agreement shall cover, all full-time and part-time service-maintenance, business office, medical records, and clerical employees, including those listed on the wage scales for Appendix B.

1.2 Unit Exclusions. Excluded from the bargaining unit and not covered by this contract are: all registered nurses, licensed practical nurses, professional/technical employees (also including Emergency Medical Dept.), temporary employees, per diem employees, guards, confidential employees, managers, supervisors, and all other employees.

ARTICLE 2

DEFINITIONS

2.1 Full-time Employees. Employees who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

2.2 Part-time Employees. Employees who are regularly scheduled to work less than forty (40) hours within a seven (7) day period or less than eighty (80) hours within a fourteen (14) day period. Except where otherwise specified herein, such employees shall receive benefits on a pro rata basis according to the number of regularly scheduled, non-overtime hours actually worked.

2.3 Temporary Employees. Employees who are hired to work during a period when additional work of any nature requires a temporarily augmented force, or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation periods. No employee in this category shall be regularly scheduled for more than ninety (90) consecutive calendar days, except for extensions of up to six (6) months for approved leaves or other situations mutually agreed upon between the Employer and the Union, and except when the temporary employee is filling a position that has been posted that the Employer is affirmatively seeking to fill.

2.4 Per Diem Employees. Employees who are scheduled to work as needed on an irregular or casual basis, working intermittently according to Employer-determined notice and policies. (Temporary employees are not per diem employees.)

2.5 Month and Year. For purposes of this Agreement and the method of computing paid time off (PTO), extended illness bank (EIB) time, and other conditions of employment (except as otherwise provided herein), one (1) month's employment shall consist of 173.3 hours/month regular paid hours, and one (1) year of employment shall consist of twelve (12) months of continuous employment. However, for purposes of computing longevity (wage increments), a "year" shall be defined as one thousand six hundred and sixty-four (1664) hours of bargaining unit work or twelve (12) months, whichever comes last. [Actual time worked, which is paid on an overtime (or call-back) basis, shall also count as time worked for purposes of computing wages and benefits, so long as the total hours worked do not exceed two thousand and eighty (2080) hours within a twelve (12) month period.

2.5.1 Low Workload Release. When an employee is released by the Employer before the end of the employee's regularly scheduled shift due to low workload, the hours such employee was originally scheduled to work will be counted by the Employer only for the purpose of computing the month and year totals stated in Section 2.5, up to a maximum during any calendar year of two thousand and eighty (2080) total hours.

2.6 Domestic Partner. A domestic partner is defined as a person in a state-registered domestic partnership.

2.7 Lead. An experienced employee who is assigned by the Employer in writing to act as lead and given specific responsibilities for a defined work unit. The lead functions under the direction of the Supervisor, Manager or Director and is accountable to coordinate activities and maintain organization. All assigned lead hours will be paid at the lead premium rate. Employees assigned lead responsibilities will have these responsibilities considered in their assignments.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Management Rights. The Union recognizes the right of the Employer to operate and manage the Hospital, including but not limited to the right to establish and require standards of performance; to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement new and different operational methods and procedures; to determine staffing levels

and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit, or curtail the whole or any part of the operation; to subcontract work; to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees; to lay off and recall employees; to require overtime work of employees; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, 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 rights is for illustrative purposes only and cannot be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 4

UNION SECURITY, DUES DEDUCTION, POLITICAL ACTION FUND AND RIGHTS

4.1 Employee Rights Regarding Union Membership. The Employer will not advise employees regarding Union membership and will refer any questions in this regard to the Union. The Employer may inform employees of their rights regarding whether or not to pay dues or fees to the Union, but will remain neutral.

4.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues and fees 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 within five (5) business days after payroll by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include employee's name, FTE, social security number, and dollar amount deducted by pay period. The Union and each employee authorizing the assignment of wages for the payment of Union dues and fees hereby undertakes 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 or on account of sharing an employee Social Security Number with the Union.

4.3 Master Lists/Status Reports. Each month, the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the employees' first name, middle initial and last name, social security number, address (including city, state and zip), home phone number, date of birth, gender, work location, department, job classification, wage rate, FTE status (or hours per week), bargaining unit/union contract, Employee number, shift, current status (active, leave of absence, L&I, etc.), gross earnings or total hours worked in the month, and date of hire into the bargaining unit.

4.4 Visitation. Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of transacting Union

business that cannot be transacted elsewhere; provided, however, that the representative first notifies the Human Resource Department Head (or designee) of the representative's presence, and that no interference with the work of the employees or the proper operation of the Employer shall result and all contact with employees occurs in non-work, non-patient areas. Any employee attendance at such a meeting shall be non-compensated time.

4.5 Stewards. The Union may designate a reasonable number of Stewards for the employees covered by this Agreement. The Union shall notify the Employer in writing of the names of the Stewards. The investigation of complaints and grievances by the Stewards will be conducted during non-working hours (e.g., coffee breaks, lunch periods, and before or after shift) for the Stewards and any employees. The unavailability of a Steward shall cause no unreasonable delays of meeting in which the Steward has been requested by an employee to attend, and the Employer may proceed with such meeting should an unreasonable delay result from the Steward's unavailability. "Unreasonable delay" for purposes of this Section, means a delay of more than five (5) business days. Delays as a result of management's unavailability shall not apply to the five (5) business day limitation.

4.6 Bargaining for New Collective Bargaining Agreement & Unpaid Time off (UTO). Employees who attend collective bargaining shall have such time charged as unpaid time off (UTO), but shall not have such bargaining session days count as personal leave days under Section 13.7, Personal Leave, of the Agreement.

4.7 Meeting Rooms. The Union shall be permitted to use designated premises of the Employer for meetings of the local unit for professional/educational purposes only, so long as the Employer has received sufficient notice and determines that a room is available.

4.8 New Employee Orientation and Agreement. The Employer will allow the Union a thirty (30) minute meeting with new employees at the end of hospital orientation (typically at 3:30 p.m.). The meeting will be on the new employee's paid time. Hospital employees serving as a Union representative during this meeting will be on unpaid time. The Employer shall provide the newly hired employee a copy of the contract and a link to the Union's new employee orientation page: <https://www.uncw21.org/new-members>.

4.9 Bulletin Board. The Employer shall furnish a designated space on one (1) bulletin board in the Hospital for the use of the Union pursuant to this Section. A copy of any materials to be posted on such designated space must at time of posting be submitted to the Employer's Human Resources Department Head or designee for approval and be reviewed and signed by a Steward. A date shall be listed as to when the information is to be removed. The only materials that may be posted include training and educational information, legislative information, and other health-care related information.

4.10 Job Descriptions. The Employer shall provide a job description to newly hired employees of the Employer and shall provide current employees with updated job descriptions in the event there are changes to the job description.

4.11 Political Action Fund Deductions. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form, provided that the minimum contribution shall be at least Two Dollars (\$2.00) per month. Deductions will be transmitted to the Union at the same times as

dues deductions by check payable to its order. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include employee's name, social security number, and dollar amount deducted by pay period.

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 shall arise against the Employer for or on account of any deduction made from the wage of such employee.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering the Political Action Fund deduction provided for in this Memorandum of Understanding. The Hospital and Union agree that one quarter of one percent (.25%) of all amounts collected for this fund is a reasonable amount to cover Hospital costs of administering this bi-weekly deduction. Accordingly, the parties agree that the Hospital will retain one quarter of one percent (.25%) of all amounts deducted for the Voluntary Political Action fund to reimburse the Hospital for its reasonable costs of administering the deductions.

ARTICLE 5

PROBATION AND TERMINATION

5.1 Introductory Period. The first three (3) months [or five hundred and twenty (520) paid hours, whichever is greater, of most recent, continuous employment in a specific job classification in the bargaining unit] shall be considered an introductory period. Subject to notification to the Union, the Employer may extend the introductory period up to an additional three (3) months or five hundred and twenty (520) hours, whichever is greater, upon written notice to the employee. Introductory employees shall not enjoy the benefits accruing from this Agreement, except as expressly provided for herein.

5.2 Regular Employees. An employee shall attain regular employee status upon successful completion of the introductory period.

5.2.1 Termination Notice. Regular employees shall give not less than twenty-one (21) calendar days' prior written notice of intended resignation. Regular employees shall receive at least fourteen (14) calendar days' prior written notice of termination or pay in lieu thereof for previously scheduled work days, unless discharged for cause.

5.3 Discipline or Discharge. No regular employee shall be disciplined or discharged except for cause. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to discharge may be bypassed in appropriate cases. The employee will be given a copy of all written discipline. The employee may request the attendance of the Steward or Union Representative at disciplinary meetings.

5.3.1 Warning Notices. Because the Employer applies the general principle of progressive discipline, except for gross infractions of Hospital policies and/or procedures (as determined by the Employer), no employee shall be discharged before having received at least one (1) written warning notice.

5.3.2 Pre-Termination Proceedings. Prior to implementation of an unpaid suspension of more than one (1) day or a discharge decision, a regular employee shall receive written notice of the pending discipline or discharge, be given its basic reason(s) and be allowed an opportunity to respond to the notice, if so desired. For such a response meeting the employee may request union representation, which generally shall be the Union Representative if available, provided that for unpaid suspensions the meeting shall proceed with a Steward if the Union Representative is not available within one (1) business day.

ARTICLE 6

SENIORITY

6.1 Seniority Definition and Accrual. Seniority shall mean an employee's continuous length of service with the Employer. Seniority shall not apply to an employee until completion of the required introductory period. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from the most recent date of hire. Seniority shall be by job position for employees holding more than one (1) position. Per Diem employees do not accrue seniority.

6.2 Seniority Use. Seniority shall be the determining factor in PTO scheduling, unit job posting (transfers, promotions, shift or schedule changes), layoffs and recalls from layoffs where such factors as skill, competence and ability are deemed substantially equal by the Employer. The Employer shall be the judge as to the skills, competence, and abilities of its employees and such judgments shall be fairly and reasonably made.

6.3 Seniority Termination. Seniority shall terminate upon discharge, resignation, retirement, or more than twelve (12) consecutive months of layoff.

6.4 Seniority "Freeze & Bridge". Should an employee transfer to a non-bargaining unit position in the future, the employee's existing seniority shall be "frozen" at the level accrued at the time. If a non-bargaining unit employee transfers to a bargaining unit position, at that time any prior seniority shall be restored ("bridged") to its previous level, so long as it occurs within one (1) year of a transfer to a non-bargaining unit position; provided, the transferring employee may use the amount of seniority that will be bridged to bid for an open bargaining unit position.

6.5 Seniority Roster. Upon request no more frequently than annually, at layoff notice, and upon request for unit rebids/restructures, a roster of the departmental seniority will be generated and forwarded to the Union Representative.

ARTICLE 7

HOURS OF WORK AND OVERTIME-

7.1 Work Day. A normal work day shall consist of eight (8) hours of work to be completed within eight and one-half (8½) consecutive hours with a thirty (30) minute meal period without pay for full-time employees. [Part-time employees may be assigned shifts less than eight (8) hours, but greater than four (4) or more hours, as determined necessary by the Employer.] The Employer and an employee may mutually agree, with written notice to the local

unit representative, to other innovative work schedules that excuse the Employer from overtime pay requirements under this article.

7.1.1 Innovative Work Schedules. From time to time the employee, the Employer and the Union may mutually agree to other innovative work schedules that excuse the Employer from overtime pay requirements under this article. Employees are not required to work innovative schedules unless hired for such schedule. Written notice of such innovative work schedules will be provided by the Employer to the Union. (At a minimum, innovative schedules that may be used by the Employer and employees for ten (10), twelve (12), and sixteen (16) hour shifts are attached to this Agreement in Appendix E.)

7.2 Work Period. The normal work period shall consist of forty (40) hours of work within a seven (7) day period; or for those employees assigned to an “8-80” system, eight (8) hours in a work day or eighty (80) hours within a fourteen (14) day period.

7.3 Overtime. Overtime shall be compensated for at the rate of one and one-half (1½) times the normal rate of pay for all time worked beyond the normal work period. Employees shall not be required to take compensatory time in lieu of overtime pay. It is understood that no employee can work overtime unless it has been authorized in advance by the appropriate Supervisor or Manager. (Under this Agreement the “regular rate of pay” is the statutorily-required overtime pay calculation during the appropriate work period, and the “normal rate of pay” is the employee’s hourly wage at the appropriate step increment level plus applicable shift differential rate of pay.) All time worked in excess of forty (40) hours during any one (1) week shall considered overtime, unless the employee is assigned to work eighty (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours during any one (1) day or in excess of eighty (80) hours during the two (2) week period shall be considered overtime. All overtime must be properly authorized by the Employer.

7.3.1 Mandatory Overtime. The Employer shall seek to avoid mandatorily assigning overtime exceeding two (2) hours at the end of the employee’s shift, except in cases of emergency identified by the Employer. When assigning overtime, except for an emergency situation determined by the Employer, the Employer will first consider volunteers that it deems qualified.

7.3.2 Double-time Pay. Employees working more than twelve (12) nonconsecutive hours within a twenty-four (24) hour period, or in excess of twelve (12) consecutive hours, shall be paid at the rate of two (2) times the normal rate of pay for all hours worked in excess of twelve (12) nonconsecutive hours within the twenty-four (24) hour period or twelve (12) consecutive hours of work. For purposes of calculating any premium pay to be paid pursuant to the twenty-four (24) hour period provision of this paragraph, the twenty-four (24) hour period shall begin at the start of the employee’s regularly scheduled shift and continue for twenty-four (24) consecutive hours thereafter. [This Section shall not apply to employees who have mutually agreed to work a regular twelve (12) hour schedule. However, such employees shall receive double-time (2x) for consecutive hours worked over fourteen (14).]

7.3.3 No Pyramiding. There shall be no pyramiding or duplication of overtime and other premium pay. When an employee is eligible for both time and one-half (1.5x) or double time (2x), the employee will receive the highest pay rate.

7.4 Rest Period Between Shifts. Except in emergencies or by mutual agreement, employee shall have an unbroken rest period of twelve (12) hours between shifts, except for employees who regularly work twelve (12) hour shifts by mutual agreement. In such situations when in the opinion of the Employer the employee is not fit for duty the Employer may, or upon an employee's request the Employer shall use reasonable efforts to, excuse the employee from the next scheduled shift contiguous with this rest period. Any time worked without twelve (12) hours' rest between shifts (or ten (10) hours' rest between shifts for twelve (12) hour shift employees), excluding overtime, shall be paid at one and one-half (1½) times the normal rate. This provision does not apply to those employees who are on standby. (It is understood that if an employee works either the immediate night shift before or the night shift on a day in which a mandatory meeting is scheduled during the day shift, the Employer shall excuse the employee from attendance at such meeting so long as the employee reviews meeting minutes made available by the Employer and discusses the subject matter with the employee's supervisor as appropriate.)

7.5 Daily Rest Breaks. Employees shall receive a paid fifteen (15) minute rest period in each four (4) hour period of work. Employees will receive a thirty (30) minute unpaid meal period as required by WAC 296-126-092, unless waived. Employees required to work during the meal period or rest breaks shall be compensated for such work at the appropriate rate of pay. Rest breaks shall be taken when scheduled by the Department Manager. The Employer will comply with Federal and State law regarding this Section.

7.6 Weekend Schedules. The Hospital shall schedule all regular full-time and part-time employees for one (1) weekend off out of a four (4) weekend cycle. (Unless mutually agreed otherwise, the weekend shall be defined as Friday and Saturday nights for night shift employees.)

7.6.1 Weekend Premium. The Hospital shall schedule all regular full-time and part-time employees for one (1) weekend off out of a four (4) weekend cycle. Any employee who works on a weekend between 11:00 p.m. Friday night and 11:00 p.m. Sunday night shall receive One Dollar and Twenty-Five cents (\$1.25) as a weekend premium added to the employee's regular rate of pay for each hour worked on the weekend. All hours worked on the fourth consecutive weekend and weekends thereafter shall be compensated at the rate of one and one half (1½) times the normal rate of pay until a weekend off is achieved. The consecutive weekend premium shall not apply to employees who trade weekends for their own convenience, or who are hired primarily to work a weekend schedule. Employees who work weekend shifts on a rotational or occasional basis are entitled to the fourth consecutive weekend premium. For clarification (and subject to the noted exceptions), the premium would apply as follows:

- an employee works an additional weekend after working three weekends in a row (in whole or in part);
- an employee works an additional weekend after working two weekends in a row (in whole or in part) if the employee is not scheduled to work the third weekend (see Section 8.5, Call-in/Work on Scheduled Day Off);
- an employee works an additional weekend (in whole or in part) on the weekend off between two scheduled weekends (working every weekend)(see Section 8.5, Call-in/Work on Scheduled Day Off).

7.7 Work Schedules. Work schedules and days off shall be posted prior to the 20th

of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement between the employee and the Department Manager at any time.

7.8 Report Pay. Employees who report for work as scheduled (unless otherwise notified by the Employer within two (2) hours of their scheduled shift time) and are released from duty by the Employer because of low workload shall receive a minimum of four (4) hours' work or four (4) hours' pay at the straight time rate of pay. Any advance notice to release employees from duty, of two (2) or more hours shall excuse the Employer from this four (4) hour minimum work or pay requirement. It shall be the responsibility of each employee to notify the Employer of the employee's current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.

7.9 Promotion/Transfer Review Period. An employee shall be placed in promotion/transfer review period status for the first ninety (90) days [or five hundred and twenty (520) hours, whichever is greater] after promotion (higher wage job classification) or transfer (different job classification) to a different position. If the Employer determines during this promotion/transfer review period that the employee is not performing satisfactorily, the employer may elect to return the employee to the previously held position prior to the transfer or promotion or to another available position for which the employee is qualified. (Other disciplinary provisions of this Agreement still apply to such an employee regardless of whether the employee is returned to the previous position.)

7.10 Part-Time Employee Supplemental Hours. Any part-time employee who is interested in working extra hours above his/her designated full-time equivalent (FTE) status in his/her Department for the coming month may submit such notice in writing to his/her Department Manager by the tenth (10th) day of the preceding month. When preparing the monthly schedule, the Department Manager will review the written requests submitted. Such part-time employees who are available and who the Employer determines have the necessary skills will be given priority for supplemental shifts. (It is understood, however, that other scheduling concerns deemed necessary by the Manager may also be considered, possibly leading to a different final decision.) (This Section does not limit the Employer from scheduling an employee above his/her designated FTE status at any time if the employee agrees to work the additional hours.)

7.11 Employee- Initiated FTE reduction. When an employee initiates a request to reduce their full-time equivalent (FTE) level, and the request is approved by the Department Manager/Director, the Hospital is not required to post this newly-created position. The Hospital is required to post any additional hours (FTE), if approved and deemed necessary that are left over as a result of a reduction request. Requests for reductions in FTE must be in writing and will be considered on a first-come, first-serve basis.

For example, a full-time employee requests a reduction to a .6 FTE. If the Director or Manager approves this request, and determines a need to retain the full FTE (1.0), the Hospital will then post the remaining .4 FTE according to the job posting guidelines for each Collective Bargaining Agreement. The Director or Manager will have the option of not replacing the remaining .4 FTE or replacing only a portion of the remaining .4 FTE as the Hospital deems necessary in evaluating staffing needs for the organization. If it is deemed necessary to replace only a portion of the remaining .4 FTE, the Hospital will post that portion according to the job

posting guidelines for each Collective Bargaining Agreement.

ARTICLE 8

CLASSIFICATIONS AND RATES OF PAY

8.1 Wage Schedule. Employees covered by this Agreement shall be paid no less than the wages set forth in Appendix B attached hereto and made a part of this Agreement. Criteria for progression in pay classes are set forth in job descriptions, which are available from Human Resources. Employees who believe they meet criteria for progression may make a written request for review to their supervisor.

The parties agree to reopen this article on October 1, 2022 for the purpose of bargaining wages and benefits, with a guarantee of at least an across-the-board wage increase of 0.5%, to be effective with the first full pay period after December 1, 2022.

8.1.1 Wage & Benefit Changes. Any changes in wages or benefits to be implemented under this Agreement shall be implemented on the first day of the first payroll period after the date noted.

8.1.2 Promotions/Transfers. If an Employee accepts a promotion or transfer to a job classification with the same or higher wage range, in no case will they be required to take a reduction in salary.

8.1.3 Equity Review. If an employee believes she/he was not placed on the scale at the appropriate wage rate when hired the employee will be given thirty (30) days from ratification to provide the employer with the documentation that may change the rate as referenced in the above article.

Human Resources will respond to the requests within sixty (60) days, provided that this period will be increased by five (5) days for each request in excess of ten (10). If the employee is dissatisfied with the response of Human Resources the employee may appeal the decision within ten (10) days to a committee comprised of two (2) members appointed by the Union and two (2) representatives appointed by the Employer. The committee shall issue a decision within sixty (60) days, plus five (5) additional days for each appealed decision in excess of ten (10). The decision of Human Resources may be overturned by a majority vote of the committee. If the decision of Human Resources is reversed the committee shall determine the step on the scale on which the employee shall be placed. The decision of the committee shall be final and is not subject to the grievance procedure.

8.2 Allowance for Experience. At the Employer's discretion, an employee hired during the term of this Agreement shall be placed in the wage schedule (Appendix B) in accordance with the following plan:

8.2.1 Two (2) Years of Service. Employees with two (2) or more years of service shall be employed at not less than the first (1st) increment level.

8.2.2 Four (4) Years of Service. Employees with four (4) or more years of service shall be employed at not less than the second (2nd) increment level.

8.2.3 Six (6) Years of Service. Employees with six (6) or more years of service shall be employed at not less than the third (3rd) increment level.

8.2.4 Eight (8) Years of Service. Employees with eight (8) or more years of service shall be employed at not less than the fourth (4th) increment level.

8.2.5 Ten (10) Years of Service. Employees with ten (10) or more years of service shall be employed at not less than the fifth (5th) increment level.

8.2.6 Twelve (12) Years of Service. Employees with twelve (12) or more years of service shall be employed at not less than the sixth (6th) increment level.

8.2.7 Fourteen (14) Years of Service. Employees with fourteen (14) or more years of service shall be employed at not less than the seventh (7th) increment level.

8.2.8 Sixteen (16) Years of Service. Employees with sixteen (16) or more years of service shall be employed at not less than the eighth (8th) increment level.

8.2.9 Eighteen (18) Years of Service. Employees with eighteen (18) or more years of service shall be employed at not less than the ninth (9th) increment level.

8.2.10 Twenty (20) Years of Service. Employees with twenty (20) or more years of service shall be employed at not less than the tenth (10th) increment level.

“Years of service” shall be defined as hospital or other work-related experience deemed comparable by the Employer, in the same job in the Employer’s judgment the new employee is assuming at WhidbeyHealth.

8.3 Shift Differential. Employees working evening duty (3-11 p.m. shift) shall receive One Dollar and Sixty-Five Cents (\$1.65) per hour in excess of the normal hourly wage rate specified in this Agreement. Employees working a shift where the majority of hours occur after 3:00 p.m. shall receive shift differential for the entire shift. Employees working night duty (11 p.m. - 7 a.m. shift) shall receive Two Dollars and Fifteen cents (\$2.15) per hour in excess of the salary specified in this Article. Employees working a shift where a majority of hours occur after 11:00 p.m. shall receive shift differential for the entire shift.

8.3.1 While an employee is assigned to a twelve (12) hour shift, the employee shall receive shift differential for the actual hours worked during the evening and night shift, as appropriate, instead of the majority of hours standard of Section 8.3.

8.4 Standby. Employees placed on standby status shall be compensated at the rate of Two Dollars and Seventy-Five Cents (\$2.75) per hour of standby duty. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. To the extent possible, weekend and holiday standby assignments shall be equally shared unless other arrangements are made by mutual consent.

8.5 Call-Back. If an employee is called back to work after completion of the employee's regular work day, the employee shall be paid for all call-back hours worked at one and one-half (1½) times the normal rate, with a minimum guarantee of three (3) hours. (If such employee was on standby status off the Employer's premises, the employee shall receive the scheduled standby pay in addition to call-back pay earned.)

8.5.1 Call Back on Standby for Telephone Calls. An employee who is receiving standby pay for the purpose of being available to respond to telephone calls, and who can respond to the telephone call without need to return to the Hospital, will receive call back pay at time and one half for the greater of the time required to complete the telephone call and any required follow up, or one half hour. The call in pay for telephone coverage shall be applicable for each subsequent telephone call falling outside of the applicable half hour of paid time, to a maximum of eight (8) hours pay per day.

8.6 Call-In/Work On Scheduled Day Off. If a regularly scheduled full-time or part-time employee is called in to work on the employee's scheduled day off, the employee shall be paid for all hours worked at one and one-half (1½) times the normal rate for all such call-in hours worked, with a minimum guarantee of two (2) hours. [Under this Agreement, call-in is defined as previously unscheduled work for an employee who is called in by the Employer within twenty-four (24) hours of the start of the needed work period.] If such employee was on standby status off the Employer's premises, the employee shall receive the scheduled standby pay in addition to call-in pay earned for hours worked.

8.7 Standby Recall. The Employer reserves the right to place employees on standby status during the regularly scheduled shift, rather than having the employee come into work. If then recalled from standby, the employee will be paid at the normal rate for actual hours worked and shall receive the scheduled standby pay.

8.8 Employee Compensation in Lieu of Benefits. At time of hire and annually thereafter during open enrollment to be effective beginning the first pay period in January, part-time employees (excluding reserve employees) will be permitted an election to choose to receive fringe benefits on a pro rata basis or be paid an hourly differential in lieu of fringe benefits equal to fifteen percent (15.0%) of the employee's hourly wage rate ("in lieu employees"). [Part-time in lieu employees shall receive holiday work premium pay under Article 9, but not: paid time off (PTO) under Article 10, extended illness bank (EIB) leave under Article 11, funeral leave under Section 13.8, medical or dental insurance benefits under Section 12.1, life insurance benefits under Section 12.4 or Employer matching contributions to retirement plan benefits under Section 12.6.] A part-time employee who moves to in lieu of benefits status shall be cashed out in a lump sum for accrued unused PTO, which will be paid on the normal payroll date for the pay period in which the election becomes effective.

8.8.1 Return to Regular Pay Status. If an employee who opted for in lieu of benefits status subsequently chooses during the election period to return to regular pay status with fringe benefits, for the purposes of accruing paid time off, the employee shall start to accrue paid time off as of the beginning of the first pay period in the January following the change in election according to completed calendar years of service under Section 10.1 of this Agreement. If an employee makes a legally-permitted election for healthcare coverage to be effective other than pursuant to the annual election, pay in lieu of benefits status will terminate as of the pay period in which healthcare coverage begins. In each case, the starting balance for paid time off shall be zero (0) hours. It is understood when an employee transfers from normal compensation

to in lieu of benefits status, that employee shall be paid a lump sum (less withholding) equal to the amount of paid time off hours accrued (and unused) at the time of transfer.

8.9 Mandatory Attendance. If an employee is required by the Employer to attend a Hospital activity (such as training) during the employee's nonscheduled time, which is not contiguous to the employee's scheduled shift, the employee will be compensated for actual time in attendance at the activity, but no less than two (2) hours.

8.10 Temporary Assignment to a Supervisory/Lead Position. If the Employer makes written assignment of an employee to temporary supervisor or lead employee status, the employee shall be compensated at the rate of One Dollar and Fifty Cents (\$1.50) over his/her normal rate of pay for all hours worked in that designated assignment to the higher position.

8.11 Special Certification Premium. Employees who obtain advanced national certification/registry in their field, as approved by the Employer (See, Appendix C), shall receive a special certification premium of Fifty Cents (\$.50) per hour for all hours worked. Appendix C lists the current special certifications by job class eligible for certification premium. [Only two (2) certification may be paid per job classification.]

8.11.1 Additional special certifications may be added to the approved listing in Appendix "C", as determined by the Employer.

8.11.2 It is understood, however, that for Hospital positions that require certification as a pre-requisite to hire, no certification premium will be paid.

ARTICLE 9

HOLIDAY WORK PREMIUM PAY

9.1 Recognized Holidays. New Year's Day (January 1), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving (Fourth Thursday in November), Christmas Eve Day (December 24) and Christmas Day (December 25) shall be observed as holidays for purposes of holiday work premium pay and rotation of holidays. All holidays, except Christmas Eve, shall be defined as all hours between 2300 the day before the holiday and 2300 the day of the holiday. Christmas Eve is limited and shall be defined as all hours between 1500 and 2300.

9.2 Worked Holiday. Any regular employee required to work on a holiday listed in Section 9.1 shall be paid at one and one-half (1½) times the normal rate of pay for all hours worked as holiday work premium pay during the holiday period designated by the Employer.

9.3 Rotation. The Employer shall use its best efforts to rotate holiday work among both full-time and part-time regular employees in an equitable manner. Volunteers will be sought first and any vacant shifts will be filled by equitable rotation starting with the least senior employees. No employee shall be involuntarily assigned the same holiday more than two (2) consecutive years unless mutually agreed.

9.4 Designation of Holidays. The Employer shall be responsible for determining when holidays shall be observed, including day, evening and night shifts. The Employer shall

designate a holiday for a shift when the majority of the hours of the shift fall on an observed holiday under this Agreement.

9.5 Department Closure on Holiday- If a department closes on a holiday, an employee may have the option to request additional hours or shifts during that holiday week in order to maintain their FTE status. Any such requests shall be granted based on departmental/business need and availability, as determined solely by the Employer.

ARTICLE 10

PAID TIME OFF (PTO)

10. Paid Time Off Program. The Paid Time Off (PTO) program provides eligible employees with appropriate compensation during holidays, vacation time, and periods of treatment of illness for the employee, employee's spouse or domestic partner (per Section 2.6, Domestic Partner), parent, parent-in-law, grandparent, or a dependent child, pursuant to the requirements of this Article and subject to related Employer policies. The purpose is to allow each eligible employee to utilize PTO as the employee determines best fits the employee's personal needs or desires. (Article 10, Paid Time Off (PTO), shall not apply to in lieu employees.)

10.1 Amount of PTO. After completing ninety (90) calendar days of employment, an employee shall be eligible to receive PTO benefits accrued according to the following schedule:

<u>Years of Service</u>	<u>PTO Accrual Levels</u>	
	<u>Maximum Hours & Days [Hourly Rate]</u>	
One through Three Years	200 (25 working days)	[.0963]
Four through Five Years	240 (30 working days)	[.1155]
Six through Seven Years	248 (31 working days)	[.1193]
Eight through Nine Years	256 (32 working days)	[.1232]
Ten through Fourteen Years	280 (35 working days)	[.1347]
Fifteen through Nineteen Years	304 (38 working days)	[.1462]
Twenty through Twenty-Four Years	320 (40 working days)	[.1538]
Twenty-Five through Twenty-Six Years	328 (41 working days)	[.1577]
Twenty-Seven or more Years	336 (42 working days)	[.1615]

Employees may use PTO benefits to the extent accrued in increments of not less than one quarter (0.25) normally scheduled work hour. In all cases, PTO shall only be payable for regularly scheduled days of work.

10.2 PTO/UTO Scheduling. The Employer shall retain the right to determine policies of scheduling PTO/UTO. Employees shall present written requests on a form for PTO/UTO (or leave without pay for in lieu employees) by the tenth (10th) of each month with approval granted by the twentieth (20th) of the same month. Requests for scheduling PTO/UTO can be submitted for the upcoming twelve (12) month period. Updated vacation schedules will be posted (in hard copy or online format) on the twentieth (20th) of the month reflecting the upcoming twelve (12) month period. (See, Section 10.2.1 for PTO use due to unanticipated medical reasons.) In the case of conflicting requests by employees for PTO or limitations imposed by the Employer on PTO requests, seniority shall prevail in assigning PTO provided the skills, abilities, experience, competence and qualifications of the employees affected are not significant factors as determined

by the Employer. PTO requested during Thanksgiving, Christmas or New Year's holiday periods shall be assigned on a rotational basis provided that Thanksgiving, Christmas Day or New Year's Day is worked by the employee. Approved PTO shall not be affected by later requests unless mutually agreeable. During each year, an in lieu employee may request LWOP equal in length to the amount of vacation the employee would have accrued but for the election of in lieu pay.

10.2.1 PTO Use For Unanticipated Medical Reasons. Any payments of PTO due to unanticipated medical reasons (*i.e.*, sickness, injury or emergency medical treatments) shall be subject to immediate notification of absence, which shall be given by the employee to the Employer as soon as possible on the first day of absence. The Employer reserves the right to require reasonable written proof of medical condition (such as nurse practitioner or other health care provider statements). However, the Employer may require a medical doctor's statement regarding such medical condition or fitness for duty when it deems necessary.

10.3 PTO Pay. PTO pay shall be the amount which the employee would have earned had the employee worked during that period at the employee's normal rate of pay. Except for scheduled and approved leave pursuant to Section 13.7, Personal Leave, before an employee can be granted unpaid time off (UTO) an employee must have used the balance of the employee's accrued PTO.

10.4 Payment Upon Termination. After completion of one (1) year's employment, an employee shall be paid upon termination of employment (or conversion to per diem or in lieu status) for any PTO credits earned but not used, unless the employee fails to provide the Employer with the required twenty-one (21) days' prior written notice of intended resignation or the employee has been discharged for cause. At the Employer's discretion, exceptions may be made for documented medical reasons.

10.5 PTO Accumulation. PTO credits may be accumulated and carried over from one (1) year of employment to another up to a maximum of five hundred (500) hours. Hours over five hundred (500) shall be forfeited, except under unusual circumstances and when approved by the Employer in writing. PTO denied by the Employer due to inadequate staffing coverage will be deemed as one such type of unusual circumstance and may be carried over to the next year. An employee shall not lose accrued PTO without receiving prior written notification from the Employer and a reasonable opportunity to take the PTO.

10.6 Annual PTO Cashout. In a calendar year, an employee may give notice to the Employer to elect to cash out up to eighty (80) hours of the employee's accrued but unused bank of PTO hours. This amount of cashout must be pre-determined by the employee at the time of election, the specific pay period when cashout payment is requested must be identified, and at both the time of cashout notice and cashout payment the employee must have at least one hundred and sixty (160) hours of accrued and unused PTO in the employee's bank of PTO hours, or PTO cashout will not be permitted. Employees who have four hundred (400) or more accrued and unused PTO hours will be allowed to cash out up to two hundred and forty (240) hours of accrued, but unused, PTO hours; provided that one (1) consecutive week of vacation has been taken in the last twelve (12) months.

10.7 Holidays and PTO Cashout. So long as the Employer has advance written notice prior to the pay period in which a holiday falls, an employee who works a holiday under

Section 9.2 may cash out accrued, but unused, PTO hours in an amount up to the employee's regularly scheduled hours for that holiday.

10.8 PTO Donation Program: It is agreed that the following guidelines for the possible donation of Paid Time Off (PTO) hours will apply to all employees in the Service/Support unit:

10.8.1 Employee receiving the donation must have exhausted all PTO/EIB hours.

10.8.2 Financial hardship is determined by using IRS guidelines for "Medical Hardship".

10.8.3 The Hospital's Retirement Committee determines on a case-by-case basis whether it is a Medical Hardship as defined by IRS guidelines.

10.8.4 An employee donating hours must have one hundred and sixty (160) hours in his/her PTO bank prior to donation.

10.8.5 A minimum of eight (8) hours must be donated. A maximum of forty (40) hours can be donated.

10.8.6 Donated hours will be converted based on receiving employee's base rate of pay, and hours donated will not count toward accrual of new PTO/EIB for the employee receiving the donation.

10.8.7 PTO hours may be donated. EIB may not be donated.

10.8.8 Requests for consideration must be provided to administration in writing and will be responded to by no later than seven (7) days.

10.8.9 Once the donation is made, hours cannot be given back to the employee donating hours, even if the employee receiving the donation comes back to work early and as a result has an excess of hours.

10.8.10 In addition, the Hospital reserves the right to alter or add to the guidelines outlined above at any time. The Hospital agrees to consult (not negotiate) with United Food & Commercial Workers Union, Local 21, on any anticipated changes to these guidelines prior to implementation.

ARTICLE 11

EXTENDED ILLNESS BANK (EIB) TIME

11. Extended Illness Bank (EIB) Program. The Extended Illness Bank (EIB) program provides all eligible employees with compensation for illness and/or injury, as required by this Agreement and subject to related Employer policies. (Article 11, Extended Illness Bank, shall not apply to in lieu employees.) In all cases, EIB shall only be payable for regularly scheduled days of work.

11.1 EIB Accumulation. Upon completion of the probationary period, an employee shall accumulate paid EIB benefits at the rate of one-half (1/2) day [four (4) hours] for each month of continuous employment. There shall be no maximum accumulation cap or related cash payout.

11.2 EIB Notification. EIB payments for time off due to unanticipated medical reasons (*i.e.*, sudden sickness, injury or emergency medical treatments) shall be subject to immediate notification of absence and expected duration. In such situations, this notice shall be given to the Employer as soon as possible on the first day of absence, and shall be updated by the employee as the employee's condition changes. This notice shall include the reason for the absence, as well as the expected length of the absence. [Personnel Action Request (PAR) forms will be utilized.] In addition, Section 10.2, PTO/UTO Scheduling, also applies to use of EIB where it can be planned and scheduled in advance.

11.3 EIB Proof of Medical Condition. The Employer reserves the right to require reasonable written proof of medical condition (such as nurse practitioner or other health care provider statements). However, the Employer may require a medical doctor's statement regarding such medical condition or fitness for duty when it deems necessary.

11.4 Use of EIB. EIB benefits shall be paid at the employee's normal rate of pay for regularly scheduled work hours lost due to an illness or injury which has actually incapacitated the employee from work and prevented the employee from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion, childbirth (but excluding nonmedical child care and breast feeding) and leave necessary for: (1) the care of a child under the age of eighteen (18) with a health condition requiring treatment or supervision; (2) the care of a child eighteen (18) years or older who is incapable of self-care because of a mental or physical disability; or (3) the care of a spouse or domestic partner (per Section 2.6, Domestic Partner), parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition (as defined in the Washington Family Care Leave Act), only after twenty-four (24) consecutive work hours are lost from the employee's regular work schedule, or twenty-four (24) work hours are lost from the employee's regular work schedule due to the same episode of illness or injury from which the employee has returned to work but is unable to complete two (2) full consecutive scheduled shifts for that employee starting with the first day back. (The Employer may require reasonable written proof, including a medical doctor's statement, at the Employer's discretion.) EIB shall be accessed immediately when the employee's absence is required for hospitalization due to an emergency or ongoing, chronic health condition, or for outpatient surgery in the same circumstances for: (1) the employee or the employee's child under the age of eighteen (18) years with a health condition requiring treatment or supervision; (2) the care of a child eighteen (18) years or older who is incapable of self-care because of a mental or physical disability; or (3) the care of a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition (as defined in the Washington Family Care Leave Act). In all cases, EIB shall only be payable for regularly scheduled days of work.

11.5 Worker's Compensation. In any case in which an employee shall be entitled to benefits or payments under the Industrial Insurance Act or similar legislation, the Employer shall pay only the difference between the benefits and payments received under such Act by such employee and the employee's regular EIB benefits otherwise payable. [In this respect, when an employee's absence for a worker's compensation leave has exceeded three (3) months and the

employee then makes written request to the Employer, the initial three (3) days of such absence that were either leave without pay (LWOP) or paid time off (PTO) hours shall be retroactively converted to use of available EIB benefit hours, and the pay and records shall be modified as appropriate.]

11.6 PTO/EIB Conversion. In the event of serious illness or injury while an employee is on a regularly scheduled vacation under PTO, the employee may request conversion of PTO actually used to the Employee's EIB. To be eligible for this status, the illness or injury must have lasted over seventy-two (72) hours, must have been debilitating in nature, and must have required hospitalization and/or treatment by a physician. An employee requesting such a leave exchange must submit a Personnel Action Request (PAR) form within five (5) calendar days of returning to work from vacation to the Department Head, along with a written verification from the treating physician and a release permitting the physician to discuss the matter with Hospital management. If recommended by the Department Head, the Administrator shall consider the leave conversion request.

ARTICLE 12

INSURANCE BENEFITS

12.1 Health and Dental Insurance. The level of benefits of the Employer's group medical and dental insurance plan in effect on the effective date of this Agreement, as those benefits relate to eligible regular employees, shall not be reduced during the term of this Agreement without consultation (not negotiations) with the Union. The Employer shall pay the full premium cost of covering all eligible employees regularly scheduled to work twenty (20) hours per week or more (.5 FTE status or more) for the least costly health insurance plan offered by Employer. As for other eligible part-time employees, the Employer shall pay one-half (1/2) the full-time employee rate under the least costly health insurance plan offered by Employer and the employee shall pay the other one-half (1/2) through payroll deduction. All dependant coverage costs shall be borne by the employee, which shall also include "qualified domestic partners", subject to plan eligibility rules. The Employer shall not contribute to the payment of employees' premiums on a less favorable basis than it does for other bargaining unit employees. Participation in the Employer's group insurance program shall be subject to specific plan eligibility requirements. This Section 12.1 does not apply to in lieu employees.

12.2 Worker's Compensation. All employees covered by this Agreement shall be afforded disability coverage equal to that provided by the Industrial Insurance Act of the State of Washington.

12.2.1 Blood Borne Pathogens. In the event of a bodily fluid exposure at the Hospital, the Employer shall assume responsibility for the cost of testing/screening (i.e., HIV/Hepatitis) at the Hospital (or a Hospital-approved referral laboratory) that it determines are required by OSHA guidelines.

12.3 Medical Tests. At the time of employment, the Employer shall arrange for employees to take a TB skin test at no cost to the employees. In the event of a positive reaction to this test, the Employer will arrange for a chest X-ray, and annually thereafter when required, at no cost to the employee. Said tests and X-rays shall be performed at the Employer's Hospital unless they can be performed elsewhere at no cost to the Employer. Employees shall be entitled

to a CBC (blood examination) and urinalysis annually without cost at the Employer's Hospital, upon order of a physician. The Employer may require other tests at its discretion.

12.4 Life Insurance. The Employer shall continue the life insurance plan in effect on the effective date of this Agreement, as that plan relates to eligible regular employees, and shall pay the premium for all regular full-time employees and for all eligible part-time employees under current or future plan terms. (This Section does not apply to in lieu employees.)

12.5 Unemployment Insurance. All employees covered by this Agreement shall be provided coverage under the Washington State Unemployment Compensation Act.

12.6 Retirement Plan. The level of benefits and contributions under the Employer's Retirement Plan in effect on the effective date of this Agreement, as those benefits and contributions relate to eligible bargaining unit employees, shall not be reduced during the term of this Agreement. (This Section does not apply to in lieu employees.)

12.7 Long Term Disability (LTD) Insurance. The level of benefits and contributions under the Employer's Long Term Disability (LTD) Insurance Plan in effect on the effective date of this Agreement, as those benefits and contributions relate to eligible bargaining unit employees, shall not be reduced during the term of this Agreement without consultation (not negotiations) with the Union. (This Section does not apply to in lieu employees.)

ARTICLE 13

LEAVES OF ABSENCE

13.1 Requests. All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer as soon as possible and no later than thirty (30) days.

13.2 Family & Medical Leave. An eligible employee shall be entitled to use unpaid leave under the procedures of this Section. An eligible employee is one who has been employed by the Employer for at least twelve (12) months, and during the previous twelve (12) month period worked at least one thousand two hundred and fifty (1250) hours for the Employer.

13.2.1 Leave may be taken for up to twelve (12) workweeks during a twelve (12) month period (measured forward from the date the employee first takes family and medical leave under this Section) to care for (1) the employee's newborn child, newly adopted child, or newly placed foster child; (2) the employee's spouse or domestic partner (per Section 2.6, Domestic Partner), child or parent with a serious health condition; or (3) the employee's own serious health condition that leaves the employee unable to perform the essential functions of the job. (A serious health condition is one that requires inpatient care or continuing medical treatment.) Such leave is in addition to any maternity disability leave that may be required for the actual period of disability associated with pregnancy or childbirth.

13.2.2 An employee must give thirty (30) days' advance notice of the need for such leave, unless circumstances do not permit this and then notice must be as soon as possible. Prior to approving a request for a leave for a serious health condition, the Employer may require

certification from a health care provider of the need for and probable duration of leave, with such certification provided to the Employer within fifteen (15) days of notice for such. Should it deem necessary, the Employer may (at its expense) obtain an opinion from a second (2nd) health care provider of the Employer's choosing, or third (3rd) health care provider chosen jointly by the employee and the Employer should there be a continuing disagreement on the need for such leave.

13.2.3 If leave under this Section is required for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt Employer operations. Approved leave may be granted for up to the twelve (12) weeks, as needed, or may when medically necessary be used on an intermittent basis or on a reduced workweek schedule. In such instances, however, and subject to Section 13.2.2, the employee must provide additional medical certification from a qualified health care provider that establishes that such accommodation is medically necessary, and the period of time for which this is required. The Employer may transfer the employee temporarily to an available alternative position with equivalent pay and benefits.

13.2.4 If an employee takes leave to care for the employee's newborn or adopted child, the employee may (or the Employer may require the employee to) use available accrued paid time off (PTO) hours while on family and medical leave. If the employee takes leave to care for him or herself or a sick child with a serious illness, the employee may (or the Employer may require the employee to) use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours while on family and medical leave.

13.2.5 For the duration of an approved leave under this Section, the Employer will continue the employee's existing health insurance (medical and dental) and life insurance under the same conditions as would have been provided to the employee if the employee were not on such leave. (If an employee does not return to work from such leave, the employee must reimburse the Employer for all premiums paid for the employee during such leave.) Seniority shall not be lost while on such leave, but neither seniority nor other benefits shall accrue (e.g., PTO/EIB) during such leave. While an employee is on family and medical leave, the Employer may require the employee to report to the employee's Manager on a monthly basis, regarding the employee's status and intention to return to work.

13.2.6 On completion of such leave, the employee will be assigned to the same position, or a position with equivalent pay, FTE status and shift, unless the Employer has other independent reasons that prevent such reassignment (e.g., reorganization, discharge for cause, or reduction in workforce, shifts or hours).

13.2.7 FMLA & the Military.

(A) FMLA & Family Member Active Duty Exigency. An eligible employee is entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse or domestic partner (per Section 2.6, Domestic Partner), son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

(B) FMLA Leave to Care for an Injured Service Member. An eligible employee is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period to

care for a spouse or domestic partner (per Section 2.6, Domestic Partner), son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

13.3 Active Duty/Active Training Duty Military Leave. An employee shall be entitled to military leave with normal pay (regular pay on regular shifts missed) not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.

13.3.1 Military Spouse/Domestic Partner Deployment Leave. Up to fifteen (15) business days of leave will be granted to a qualified employee [employee who averages twenty (20) or more hours of work per week] whose spouse or domestic partner (per Section 2.6, Domestic Partner) is on leave from deployment or before and up to deployment during a period of military conflict. Any combination of leave without pay, PTO and/or EIB may be used, at the employee's discretion. The employee must provide the Hospital with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse or domestic partner will be on leave or of an impending call to active duty.

13.4 Washington Paid Family and Medical Leave. Employees may be eligible to receive Paid Family and Medical Leave ("PFML") benefits from the Washington Employment Security Department ("ESD"). PFML provides between 12 to 18 weeks of partial wage replacement if the employee is unable to work due to his or her own serious health condition, the need to care for a qualified family member due to a serious health condition, to bond with a new child, or for certain military-related leaves. Such leave shall run concurrently with FMLA and shall have the same job protections as listed in Section 13.2.6, provided that the employee has worked for Employer for at least twelve (12) months and has worked at least 1250 hours in the year before the first day the employee takes leave.

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

13.5 Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study, without loss of accrued benefits, providing such leave does not jeopardize Hospital services.

13.5.1 Educational Meetings. The Hospital shall continue its existing practice where it may grant an employee paid leave to attend an educational meeting approved by the Hospital, such as a workshop, seminar and educational program. Such approval is subject to the Hospital's discretion, including its determination of budget, scheduling requirements, and other concerns that it determines.

13.6 Health and Maternity Leave. Separate from Family & Medical Leave, as provided under Section 13.2 of this Agreement, upon completion of the probationary period, a leave without pay for up to six (6) months without loss of accrued benefits for health disability reasons shall be granted upon the recommendation of a physician. However, an employee who is disabled due to pregnancy shall be granted such leave for the term of her disability and upon completion of such disability shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the employee will be returned to the first available position for which the employee is qualified. An employee on a leave of absence for any other health disability reason of ninety (90) calendar days or less shall be entitled to return to the position the employee vacated, unless business necessity required the position to be filled or eliminated, in which case the employee will be returned to the first available position for which the employee is qualified. Leave for health disability reasons exceeding the time limits set forth above, but not exceeding six (6) calendar months, entitles the employee to the first available position for which the employee is qualified.

13.7 Jury Duty. Regular full-time and part-time employees who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and their normal straight time pay for the actual scheduled hours lost up to ten (10) work days per year. To receive approved leave, an employee must notify the Employer as soon as possible. Employees shall not be required to work on days of jury duty service.

13.8 Personal Leave. All employees covered by this Agreement shall be granted three (3) days off per year without pay upon advance written request, provided such leave does not jeopardize Hospital service.

13.9 Funeral Leave. Up to five (5) days of paid leave from regularly scheduled days within a seven (7) day period shall be allowed for death of an employee's spouse or domestic partner (per Section 2.6, Domestic Partner) or child. Up to three (3) days of paid leave from regularly scheduled days within a seven (7) day period shall be allowed for death of an employee's mother or mother-in-law, father or father-in-law, sister or sister-in-law, brother or brother-in-law, son-in-law or daughter-in-law, grandchild or grandparent. Inclusive of such bereavement leave, up to five (5) days of paid leave may be approved by the supervisor when long-distance travel is required to attend a funeral/memorial service.

13.10 Effect of Leave. A leave of absence with pay shall not alter an employee's anniversary date of employment or otherwise affect the employee's compensation or status with the Employer.

13.11 Return to Work. Except for a Family & Medical Leave (as provided in Section 13.2) or health leave (as covered in Section 13.5), a leave of absence without pay guarantees the employee the opportunity to return to the employee's former position if the leave is thirty (30) days or less, and first choice on the first available similar opening for which the employee is qualified if the leave is more than thirty (30) days; provided the employee is available to return to work on or before the scheduled expiration of the leave.

13.12 Insurance Coverage. With the exception of employees on Family & Medical Leave (who are covered by the provisions of Section 13.2.5 of this Agreement), employees on leave may elect to maintain their coverage under the group insurance plans provided for in this Agreement, according to the terms and conditions established by the various insurance carriers,

by remitting payment for such insurance to the Employer on a regular basis as required by the Employer.

13.13 Leave for Union Activities. Employees will be afforded an option of requesting to use PTO or available UTO to attend Union Executive Board meetings, officer meetings, shop steward meetings, annual lobbying day, Union training sessions, or Union conventions. Such leaves may be approved subject to unit/department and patient care needs.

ARTICLE 14

EMPLOYMENT PRACTICES

14.1 Evaluations. The Employer shall maintain an evaluation system which provides for employee evaluations on a probationary, special and annual basis. Such a system shall reflect the expectations of the Employer and the work performance of the employee.

14.2 Employee Evaluation Comments. No performance evaluation shall be placed into an employee's personnel file unless the employee has read it and has had an opportunity to sign the evaluation and comment upon it.

14.3 Personnel File Records. Upon written request of an employee, the Employer shall remove from the employee's personnel file any disciplinary notice that is more than three (3) years old, except for discipline for serious misconduct resulting in a final warning or last chance agreement. In no event shall a disciplinary notice more than two (2) years old support further disciplinary action, provided there have been no further disciplinary actions against the employee of a like nature during the intervening period, except for discipline for serious misconduct resulting in a final warning or last chance agreement issued after ratification of this Agreement.

14.4 Personnel File Access. Each employee shall only have access to the employee's own personnel file by appointment no less than once a year in the presence of an Employer representative. At such time the Employer shall at the written request of an employee either remove and destroy reference verifications and other third-party material or make such items accessible to the employee. Further, if an employee believes that irrelevant or erroneous information is included, the employee may include a written statement in response in the file if it is not removed. However, an employee is not entitled to see material relating to investigation of a possible criminal offense or information or records compiled in preparation for an impending lawsuit, which would not otherwise be available under rules of pre-trial discovery for causes pending in superior court.

14.5 Job Posting. Except for emergencies, the Employer shall post notices as to positions within the bargaining unit to be filled five (5) days in advance of filling the position in order to give present employees an opportunity to apply. Posting may be done on the Employer's intranet. Job openings shall be filled on the basis of qualification as determined under standards established by the Employer. Current employees shall have priority over new hires, provided that skill, ability, experience, competence and qualification are equal in the opinion of the Employer. Employees who have been newly hired or awarded a posted position within the prior six (6) months need not be considered for a different posted position. The Employer agrees to

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

14.6 Nondiscrimination. The Employer and the Union agree to comply with all appropriate laws and regulations pertaining to discrimination because of race, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, veteran's status, national origin, age, disability or other legally-protected status. No employee shall be discriminated against or discharged for lawful union activity.

14.6.1 Arbitration/Litigation Waiver. Any claim, complaint or charge that Section 14.6 has been violated shall be filed with the appropriate administrative agency and/or court of law not more than one hundred eighty (180) days after the alleged act of equal employment discrimination and/or six (6) months after the alleged unfair labor practice act, or the cause of action shall be waived. If an employee has filed a lawsuit or charged employment discrimination or an alleged unfair labor practice with any local, state or federal agency, then any related allegations as to possible violations of Section 14.6 shall not be subject to the grievance and arbitration procedure set forth in this Agreement. If the employee has not filed such a lawsuit or charge with any governmental agency, a grievance may be filed based upon alleged violations of Section 14.6. The parties acknowledge that the right to file such a grievance is granted at the request of the Union and its bargaining unit members as an accommodation by the Employer to help ensure a more satisfactory and timely resolution of discrimination complaints, and further agree that this right is offered in lieu of the right to litigate or file such complaints with the appropriate governmental agencies. If employees or the Union elect to file such a grievance rather than resort to their legal remedies under various statutes, the employees involved and the Union shall so indicate at the time the grievance is to be referred to arbitration under this Agreement by signing a written waiver forever waiving the right to file the same or related complaint with any governmental agency or in the form of a private lawsuit. Failure to sign such a waiver shall relieve the Employer of its obligation to consider the grievance further, making it null and void and non-arbitrable.

14.7 Low Workload Staffing Reductions & Layoffs.

14.7.1 Low Workload Staffing Reductions. A low workload situation is a cyclical, short term reduction in work hours within a Department, where Hospital Convenience Time is utilized, because of reduced Department workload. Where skill, ability, experience, competence or qualification are not overriding factors as determined by the Employer, low workload days shall be rotated equitably among affected employees determined by the Employer within a Department or work unit (with volunteers being sought and considered first, after temporary and reserve employees have been relieved of work first) provided, an employee working in overtime or premium status is not entitled to avoid low workload based on equitable rotation and may be released first.

14.7.2 Layoffs. A layoff is a permanent or temporary staffing reduction in number of employees working within a Department, where the employees are removed from the work force, subject to recall within a twelve (12) month period. When the Employer decides to use a reduction-in-hours or layoff procedure within a Department, it shall serve notice on the Union's Representative at least twenty-one (21) calendar days prior to the implementation of such personnel action. The Employer shall meet and discuss (not negotiate) the pending situation with the Union Representative (and one (1) additional steward as deemed necessary by the

Union) and explain its decision. Different staffing alternatives that may be proposed by the Union will be considered by the Employer when it makes its decision. Hospital Convenience Time is not utilized for layoffs. (A P.A.R. form shall document layoff status.) Where skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer, layoff status shall be decided by seniority under this Agreement pursuant to Section 6.2, Seniority Use (with volunteers being sought first, then reserve and temporary employees). Should the Employer determine that a layoff can be fully or partially discontinued, employees who are in layoff status (and who have by written notice kept the Employer informed of current home address) shall be offered return to work in order of seniority subject to Employer determinations under Section 6.2, Seniority Use, and the Employer's decision regarding its staffing needs. (At time of layoff, during exit interview, an employee shall inform the Employer in writing of current home address.) An employee in layoff status being recalled by the Employer pursuant to seniority shall be given such notice by the Employer by certified mail (postage prepaid) and shall have five (5) calendar days from date of receipt to contact the Employer's Human Resource Department Head in writing to accept recall. [If such receipt does not occur within fifteen (15) calendar days of mailing, the Employer may proceed as if the employee had received the notice and declined to accept recall.] When the Employer serves such notice, the Human Resources Department Head (or designee) shall also make at least one (1) attempt to contact the employee(s) by telephone. Failure by an employee to accept recall concludes the employment relationship and converts the layoff status to termination from employment. A layoff of twelve (12) consecutive months shall also conclude the employment relationship, and will be designated as termination from employment.

ARTICLE 15

GRIEVANCE PROCEDURE

15.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If any such grievance arises during the term of this Agreement, 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.

15.2 Step I: Department Manager. The employee and/or Union Representative (or designee) shall first attempt to resolve the problem immediately by the Union Representative submitting a written grievance to the Department Manager in charge of the Department in which the grievance arose (with a copy to Human Resources) and in no event later than fourteen (14) calendar days from the date when the employee knew or should have been aware of the facts that constitute the grievance. The grievance shall describe specifically the facts giving rise to the grievance, the Sections of the contract allegedly violated, and the specific remedy requested. The Department Manager and Human Resources Representative shall have fourteen (14) calendar days to meet at Step I with the grievant and a Union Representative (or designee) to seek to resolve the problem. If there is no resolution, the supervisor shall issue a grievance decision letter at Step I within fourteen (14) calendar days of the Step I meeting.

15.3 Step II: Senior Leadership Team Representative and Union Representative. If the matter is not resolved in Step I, the grievance shall be referred in writing to the Senior Leadership Team Member with responsibility for the Department in which the grievance arose, with a copy to Human Resources, within fourteen (14) calendar days from the date of the Step I grievance decision letter. The written grievance shall describe the problem, the date it occurred,

the provision of this Agreement at issue, and the remedy sought. The Senior Leadership Team Member (or designee) and Human Resources Representative and the grievant and Union Representative (or designee) shall meet within fourteen (14) calendar days of receipt of the Step II grievance for the purpose of resolving the grievance. If there is no resolution, the Senior Leadership Team Member (or designee) shall issue a grievance decision letter at Step II within fourteen (14) calendar days of the Step II meeting. Any failure by the Employer to timely respond at Step I or Step II shall be deemed a denial of the grievance and it shall move to the next Step.

15.4 Step III: Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following receipt of the Administrator's response at Step II. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from Federal Mediation and Conciliation Service from Washington-Oregon. The parties shall thereupon alternate in striking a name from the panel until one (1) 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 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. If the Arbitrator should find that the Employer was not limited by this Agreement from taking the action grieved, the Arbitrator shall have no authority to limit the Employer's action. The Arbitrator's judgment shall not be substituted for that of the Employer. Any dismissal by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. 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, including attorney fees, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 16

NO STRIKE - NO LOCKOUT

16.1 No Strike/No Lockout. The parties to this Agreement realize that the Hospital and other health care institutions provide special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) the Employer shall not lock out its employees, and (b) neither the Union nor the employees, nor their agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line.

16.2 Labor-Management Cooperation Committee. It is agreed that under this Agreement there shall be a Labor-Management Committee to generally discuss labor-management related matters, including improved communications between the Employer and employees. The Committee shall be advisory only. Typical agenda items will include education programs, safety, productivity, etc. The Committee shall have no decision-making capability. The Committee shall meet as needed, and shall consist of up to six (6) representatives from the Employer and up to six (6) employee representatives from the service/support bargaining unit.

(Additional attendees may be mutually agreed upon.) While the Employer will control the schedule and length of those meetings, they shall be compensable time (including any overtime, but no premium pay) for the up to six (6) service/support employees in attendance.

16.3 Staffing Task Force. The Labor Management Cooperation Committee may mutually agree to create a task force to investigate and identify potential solutions to staffing issues. The task force shall be comprised of an equal number of Employer and bargaining unit representatives. When creating the task force, the Labor Management Cooperation Committee shall designate the time period of the task force and the specific staffing issues to be addressed.

16.3.1 Staffing. Recognizing the importance of adequate staffing to the provisions of quality patient care and services, the Employer agrees that there should be an adequate number of staff in all departments on each shift. Staffing levels shall be determined by management for each work unit. Staffing levels should be based on the workload of each work unit, non-productive time (vacation accruals, sick leave, FLMA, etc.) and shall be sufficient to allow for a high quality of patient care and services.

16.3.1(a) Employee(s) who have ongoing concerns about staffing shortages or excessive workloads (hereafter referred to as “staffing concerns”) are encouraged to document their concerns and address the issues directly with their supervisor/manager.

16.3.1(b) If the supervisor/manager has not addressed a documented concern within twenty (20) calendar days the employee(s) may present it to Human Resources for a review. Any recommendations from Human Resources will be forwarded to the employee(s) and the supervisor/manager.

16.3.1(c) If the Union believes that a staffing concern is broad based and ongoing, it may submit the matter in writing to the Labor Management Cooperation Committee for review.

16.3.1(d) The Labor Management Cooperation Committee shall review and make such recommendations as it deems advisable and submit a final report to the Hospital Administrator within thirty (30) days of receipt of the matter. The Hospital Administrator shall respond with a final decision within thirty (30) days of the recommendation by sending a response to the existing co-chairs of the Task Force and the Department Director.

16.3.1(e) The Employer may 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 Cooperation Committee; or of an employee who notifies the Labor Management Cooperation Committee or hospital administration about his or her concerns about staffing.

16.3.1(f) Staffing decisions and levels shall not be subject to challenge through the grievance procedure, provided that the Employer’s failure to adhere to the timelines in Article 16 may be grieved pursuant to the grievance procedure.

16.3.1(g) The Employer will use active and passive recruiting methods and technology to fill posted openings. The Employer will use reasonable efforts to cover for absences, including through use of temporary, reserve and agency employees and with use of

overtime, all consistent with prudent fiscal management.

16.4 Review of Reserve Status. If a reserve employee is continuously working hours equivalent to a regular FTE for a period of three (3) or more months, the Union may request review of the circumstances by the Labor Management Cooperation Committee. The Committee shall review all relevant facts and circumstances related to the position being filled by the reserve employee and make a recommendation to the Chief Human Resources Officer (or designee) as to whether the position should be posted.

ARTICLE 17

SUCCESSORSHIP

The Employer agrees to provide the Union one hundred and eighty (180) days' notice of an impending sale, or such lesser time if the contemplated closing date is sooner, but in any event notice shall not be less than ninety (90) days. The notice shall identify the purchaser and anticipated closing date.

ARTICLE 18

GENERAL PROVISIONS

18.1 Separability. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement; in such case, the parties shall immediately meet and attempt to negotiate a replacement for any invalid provision. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement.

18.2 Supersession/Cancellation. Any and all agreements written and verbal, previously entered into by the parties hereto are in all things mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer, provided, however, that the Employer shall contact and consult (not negotiate) with the Union prior to modifying any fringe benefit having any direct economic value to employees covered by this Agreement that is not specified herein.

18.3 Wage/Benefit Discretion. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein; provided the Employer gives the Union notice as to such modifications within seven (7) days of the P.A.R. form effective date.

18.4 Bargaining Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that

the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or discussed during the negotiations which resulted in this Agreement. The parties further agree, however, that this Agreement may be amended by mutual consent of the parties in writing at any time during its term.

ARTICLE 19

TERM OF AGREEMENT

19.1 Duration. This agreement shall become effective on July 1, 2020, and shall continue in full force and effect through and including June 30, 2023. It shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence on a timely basis following the date of the notice. This Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement, which may be no earlier than June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2021.

EMPLOYER:

UNION:

WHIDBEYHEALTH

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 21

DocuSigned by:
By: Ron Telles
61A4317D8DE3459...

DocuSigned by:
By: Mia Contreras
96B4D98C16AB47C...

Its: CEO

Its: Executive Vice-President

9/15/2021

9/17/2021

APPENDIX A

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCAL 21

ASSIGNMENT OF WAGES TO PAY UNION DUES

TO: WHIDBEYHEALTH (“Employer”)

I am an employee in the Employer’s Service/Support Bargaining Unit, and I assign to United Food and Commercial Workers International Union, Local 21 (“Union”) out of my wages the Union’s uniform monthly dues as certified to the Employer in writing by the Union and I authorize the payment to the Union each month of the amount so deducted.

I agree to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of this assignment agreement.

There shall be no obligation on the part of the Employer to make any deduction beyond the original term of the Collective Bargaining Agreement existing at the date of this assignment, unless the Agreement is extended or a new Agreement has been negotiated containing an authorization for Union deductions as proved in the Agreement existing at the date of this assignment.

Date: _____
EMPLOYEE

Receipt of the foregoing assignment is acknowledged:

Date: _____
WHIDBEYHEALTH

Please check one of the following dues rates that applies to you and return this form to UFCW, Local 21.

_____ I am a regular full-time employee. My Dues rate is \$ _____ per month.

_____ I am a regular part-time employee. My Dues rate is \$ _____ per month.

APPENDIX B: Wage Understandings

B.1. The hourly wage rates to be paid pursuant to Section 8.1, Wage Schedule, of this Agreement on its effective date and thereafter are listed on Schedule B.3 through B.6 (Attached).

B2. Effective July 1, 2016, the position titles shall be:

Coder I
Coder II
Cook
Courier
Credentialing Specialist
Department Coordinator I
Department Coordinator II
Department Coordinator III
DI Specialist
Dietary Aide
Engineer I
Engineer II
ES Tech
Health Unit Coordinator I
Health Unit Coordinator II
Health Unit Coordinator III
HIM Technician I
HIM Technician II
HIM Technician III
Housekeeper I
Housekeeper II
Lifeline Clerk
Maintenance Tech
Nutrition Assistant
OR Assistant
Patient Registrar I
Patient Registrar II
PFS Representative I
PFS Representative II
PFS Representative III
Printing & Duplicating
Purchasing Clerk
Schedistration Coordinator
Secretary
Storekeeper
Transcription Qual. Spec

APPENDIX B.3

1. Retroactive Pay Increase. Beginning on the first pay period following ratification of this Agreement, all wage scales in effect immediately prior to execution of this Agreement shall be increased by 1%. The effective date of the Retroactive Increase shall be 6/7/2020. Any employee covered under this Agreement who earned wages between 6/7/2020 – 6/30/2021 shall receive a one-time lump-sum payment equal to 1% of total wages earned during such period. Employees who did not earn wages during this time period shall not receive a lump-sum payment.

Appendix B4 – Pay scale effective first pay period following 7/1/2021 (1.5% increase)

Job Class	Base	1	2	3	4	5	6	7	8	9	10	12	15	17	20	22	25	28
Administrative Assistant - Contract (formerly known as Secretary)	17.829	18.320	18.824	19.343	19.874	20.420	20.981	21.557	22.150	22.759	23.387	24.031	24.690	25.368	26.068	26.783	27.520	28.277
Administrative Assistant - Contract (PILB)	20.504	21.069	21.647	22.244	22.855	23.483	24.128	24.790	25.473	26.173	26.895	27.635	28.393	29.174	29.978	30.801	31.648	32.518
Coder I	20.214	20.835	21.455	22.077	22.695	23.315	23.933	24.551	25.169	25.786	26.403	27.301	28.193	29.087	29.983	30.874	31.766	32.658
Coder I (PILB)	23.246	23.960	24.674	25.388	26.099	26.812	27.523	28.234	28.945	29.653	30.363	31.396	32.422	33.450	34.480	35.506	36.531	37.557
Coder II	20.749	21.385	22.020	22.656	23.291	23.927	24.563	25.198	25.834	26.469	27.105	28.019	28.934	29.848	30.763	31.677	32.592	33.506
Coder II (PILB)	23.861	24.592	25.323	26.054	26.785	27.516	28.247	28.978	29.709	30.440	31.171	32.222	33.274	34.326	35.377	36.429	37.480	38.532
Cook	18.183	18.682	19.197	19.726	20.268	20.826	21.397	21.986	22.591	23.212	23.849	24.507	25.181	25.873	26.584	27.314	28.067	28.838
Cook (PILB)	20.911	21.485	22.077	22.685	23.308	23.950	24.606	25.284	25.980	26.694	27.426	28.183	28.958	29.754	30.572	31.411	32.277	33.164
Courier	15.038	15.452	15.878	16.313	16.798	17.223	17.695	18.183	18.681	19.194	19.725	20.267	20.825	21.396	21.985	22.590	23.211	23.849
Courier (PILB)	17.294	17.770	18.259	18.760	19.318	19.806	20.349	20.911	21.484	22.073	22.684	23.307	23.949	24.605	25.283	25.979	26.693	27.426
Credentialing Specialist	19.715	20.256	20.814	21.386	21.974	22.579	23.200	23.838	24.492	25.166	25.859	26.569	27.301	28.052	28.822	29.615	30.430	31.267
Credentialing Spec. (PILB)	22.672	23.294	23.936	24.594	25.270	25.966	26.680	27.413	28.166	28.941	29.738	30.554	31.396	32.260	33.145	34.057	34.994	35.957
Dietary Aide	14.227	14.619	15.019	15.433	15.857	16.295	16.742	17.202	17.675	18.162	18.661	19.175	19.700	20.243	20.799	21.372	21.960	22.656
Dietary Aide (PILB)	16.361	16.811	17.272	17.747	18.236	18.739	19.253	19.782	20.326	20.886	21.460	22.052	22.655	23.279	23.919	24.578	25.254	26.054
DI Specialist	16.982	17.448	17.929	18.421	18.927	19.449	19.982	20.533	21.099	21.677	22.273	22.887	23.515	24.162	24.827	25.509	26.211	26.931
DI Specialist in lieu	19.529	20.065	20.618	21.184	21.766	22.367	22.980	23.613	24.263	24.928	25.614	26.321	27.042	27.786	28.551	29.335	30.143	30.970
Engineer I	24.199	24.863	25.548	26.250	26.972	27.713	28.475	29.259	30.064	30.890	31.738	32.613	33.508	34.431	35.377	36.350	37.349	38.378
Engineer I (PILB)	27.828	28.592	29.380	30.187	31.017	31.870	32.746	33.648	34.573	35.523	36.498	37.505	38.534	39.595	40.683	41.802	42.952	44.134
Engineer II	25.176	25.869	26.579	27.309	28.061	28.832	29.627	30.441	31.277	32.138	33.021	33.929	34.863	35.822	36.806	37.818	38.858	39.928
Engineer II (PILB)	28.952	29.749	30.566	31.405	32.271	33.157	34.071	35.007	35.969	36.959	37.974	39.019	40.093	41.195	42.327	43.490	44.687	45.917
Engineer Lead	32.188	32.880	33.592	34.321	35.077	35.844	36.638	37.452	38.288	39.149	40.033	40.941	41.874	42.832	43.818	44.830	45.869	46.939
Engineer Lead (PILB)	37.016	37.812	38.631	39.469	40.338	41.221	42.134	43.070	44.032	45.022	46.038	47.083	48.155	49.257	50.391	51.554	52.750	53.979
ES Tech	15.439	15.862	16.300	16.747	17.207	17.681	18.167	18.666	19.181	19.707	20.249	20.806	21.378	21.966	22.571	23.191	23.829	24.484
ES Tech (PILB)	17.755	18.241	18.745	19.259	19.788	20.333	20.892	21.466	22.058	22.664	23.286	23.927	24.585	25.261	25.956	26.670	27.403	28.156
Groundskeeper	18.720	19.236	19.765	20.307	20.867	21.440	22.029	22.635	23.259	23.897	24.554	25.231	25.924	26.639	27.368	28.122	28.896	29.690
Groundskeeper (PILB)	21.528	22.121	22.730	23.353	23.997	24.656	25.334	26.031	26.747	27.482	28.238	29.016	29.813	30.634	31.474	32.340	33.230	34.144
Health Unit Coordinator I	16.792	17.253	17.727	18.216	18.716	19.232	19.760	20.303	20.862	21.435	22.024	22.630	23.252	23.892	24.549	25.224	25.918	26.630
Health Unit Coord I (PILB)	19.311	19.841	20.386	20.948	21.524	22.117	22.724	23.349	23.991	24.650	25.328	26.025	26.740	27.476	28.232	29.007	29.806	30.625
Health Unit Coordinator II	17.034	17.501	17.983	18.476	18.985	19.508	20.043	20.595	21.161	21.743	22.341	22.955	23.587	24.236	24.902	25.586	26.290	27.015
Health Unit Coord II (PILB)	19.589	20.127	20.681	21.248	21.832	22.434	23.049	23.685	24.335	25.005	25.692	26.398	27.125	27.871	28.637	29.424	30.233	31.067
Health Unit Coordinator III	17.285	17.761	18.248	18.751	19.075	19.796	20.340	20.900	21.475	22.065	22.672	23.296	23.936	24.593	25.271	25.965	26.679	27.413
Health Unit Coord III (PILB)	19.878	20.425	20.985	21.564	21.936	22.765	23.391	24.035	24.696	25.375	26.073	26.790	27.527	28.282	29.062	29.860	30.680	31.524
HIM Technician I	15.402	15.826	16.261	16.708	17.167	17.639	18.125	18.622	19.135	19.661	20.202	20.757	21.328	21.915	22.517	23.137	23.773	24.426
HIM Technician I (PILB)	17.712	18.200	18.700	19.214	19.742	20.285	20.843	21.415	22.006	22.611	23.232	23.871	24.527	25.202	25.895	26.607	27.339	28.090
HIM Technician II	15.865	16.302	16.749	17.209	17.683	18.172	18.668	19.183	19.710	20.251	20.808	21.381	21.969	22.573	23.194	23.832	24.486	25.160

Job Class	Base	1	2	3	4	5	6	7	8	9	10	12	15	17	20	22	25	28
HIM Technician II (PILB)	18.245	18.747	19.261	19.791	20.335	20.898	21.468	22.060	22.666	23.288	23.930	24.588	25.264	25.959	26.673	27.406	28.159	28.934
HIM Technician III	16.340	16.790	17.250	17.725	18.213	18.714	19.230	19.757	20.300	20.858	21.433	22.022	22.627	23.246	23.889	24.545	25.221	25.915
HIM Technician III (PILB)	18.791	19.308	19.838	20.384	20.945	21.521	22.114	22.720	23.345	23.986	24.648	25.326	26.021	26.733	27.472	28.227	29.004	29.802
Housekeeper I	14.034	14.415	14.806	15.208	15.620	16.045	16.480	16.928	17.389	17.861	18.347	18.846	19.360	19.887	20.428	20.985	21.556	22.143
Housekeeper I (PILB)	16.139	16.577	17.027	17.489	17.963	18.451	18.952	19.468	19.997	20.540	21.099	21.673	22.264	22.870	23.492	24.133	24.789	25.465
Housekeeper II	14.445	14.837	15.240	15.654	16.078	16.515	16.964	17.425	17.899	18.386	18.886	19.401	19.929	20.471	21.029	21.602	22.190	22.795
Housekeeper II (PILB)	16.612	17.063	17.526	18.002	18.490	18.992	19.509	20.039	20.584	21.144	21.719	22.311	22.918	23.542	24.183	24.842	25.519	26.215
Lifeline Clerk	15.402	15.826	16.261	16.708	17.167	17.639	18.125	18.622	19.135	19.661	20.202	20.757	21.328	21.915	22.517	23.137	23.773	24.426
Lifeline Clerk (PILB)	17.712	18.200	18.700	19.214	19.742	20.285	20.843	21.415	22.006	22.611	23.232	23.871	24.527	25.202	25.895	26.607	27.339	28.090
Maintenance Tech	18.720	19.236	19.765	20.307	20.867	21.440	22.029	22.635	23.259	23.897	24.554	25.231	25.924	26.639	27.368	28.122	28.896	29.690
Maintenance Tech (PILB)	21.528	22.121	22.730	23.353	23.997	24.656	25.334	26.031	26.747	27.482	28.238	29.016	29.813	30.634	31.474	32.340	33.230	34.144
Nutrition Assistant	16.206	16.650	17.109	17.579	18.062	18.559	19.071	19.594	20.133	20.687	21.256	21.842	22.442	23.058	23.692	24.345	25.013	25.701
Nutrition Assistant (PILB)	18.636	19.148	19.675	20.216	20.771	21.343	21.931	22.533	23.153	23.789	24.445	25.118	25.808	26.516	27.246	27.997	28.765	29.556
OR Assistant	14.670	15.073	15.487	15.913	16.352	16.800	17.263	17.737	18.090	18.725	19.242	19.770	20.314	20.872	21.446	22.036	22.642	23.266
OR Assistant (PILB)	16.870	17.334	17.810	18.300	18.805	19.320	19.852	20.398	20.803	21.534	22.128	22.736	23.362	24.003	24.663	25.341	26.039	26.756
Patient Registrar I	15.402	15.826	16.261	16.708	17.167	17.639	18.125	18.622	19.135	19.661	20.202	20.757	21.328	21.915	22.517	23.137	23.773	24.426
Patient Registrar I (PILB)	17.712	18.200	18.700	19.214	19.742	20.285	20.843	21.415	22.006	22.611	23.232	23.871	24.527	25.202	25.895	26.607	27.339	28.090
Patient Registrar II	15.865	16.302	16.749	17.209	17.683	18.172	18.668	19.183	19.710	20.251	20.808	21.381	21.969	22.573	23.194	23.832	24.486	25.160
Patient Registrar II (PILB)	18.245	18.747	19.261	19.791	20.335	20.898	21.468	22.060	22.666	23.288	23.930	24.588	25.264	25.959	26.673	27.406	28.159	28.934
PFS Representative I	18.270	18.773	19.289	19.819	20.365	20.924	21.499	22.091	22.699	23.322	23.964	24.623	25.300	25.996	26.711	27.446	28.200	28.975
PFS Representative I (PILB)	21.011	21.588	22.183	22.792	23.419	24.063	24.724	25.405	26.104	26.820	27.558	28.317	29.095	29.895	30.718	31.563	32.430	33.321
PFS Representative II	19.195	19.723	20.265	20.822	21.395	21.982	22.588	23.209	23.847	24.503	25.178	25.870	26.580	27.311	28.063	28.835	29.629	30.442
PFS Representative II (PILB)	22.074	22.681	23.305	23.945	24.604	25.280	25.976	26.691	27.424	28.179	28.954	29.750	30.567	31.408	32.273	33.161	34.073	35.008
PFS Representative III	20.155	20.709	21.279	21.863	22.465	23.083	23.718	24.370	25.040	25.728	26.437	27.163	27.910	28.674	29.468	30.277	31.109	31.964
PFS Representative III (PILB)	23.179	23.815	24.471	25.143	25.835	26.546	27.276	28.025	28.796	29.587	30.402	31.238	32.096	32.976	33.888	34.818	35.776	36.759
Printing & Duplicating Clerk	16.172	16.617	17.075	17.544	18.026	18.521	18.947	19.556	20.092	20.645	21.213	21.797	22.395	23.012	23.644	24.295	24.961	25.649
Printing & Duplicating Clerk (PILB)	18.598	19.109	19.636	20.176	20.730	21.300	21.789	22.489	23.106	23.742	24.395	25.066	25.755	26.463	27.191	27.939	28.706	29.497
Purchasing Clerk	17.829	18.320	18.824	19.343	19.874	20.420	20.981	21.557	22.150	22.759	23.387	24.031	24.690	25.368	26.068	26.783	27.520	28.277
Purchasing Clerk (PILB)	20.504	21.069	21.647	22.244	22.855	23.483	24.128	24.790	25.473	26.173	26.895	27.635	28.393	29.174	29.978	30.801	31.648	32.518
Storekeeper	15.071	15.485	15.911	16.350	16.798	17.260	17.735	18.225	18.723	19.239	19.767	20.310	20.870	21.443	22.033	22.639	23.262	23.900
Storekeeper (PILB)	17.331	17.808	18.298	18.803	19.318	19.850	20.395	20.959	21.532	22.125	22.732	23.357	24.001	24.660	25.337	26.035	26.751	27.485
Transcription Qual. Spec	18.942	19.462	19.999	20.548	21.113	21.694	22.290	22.903	23.533	24.181	24.846	25.528	26.231	26.950	27.672	28.455	29.237	30.041
Transcription Qual Sp (PILB)	21.783	22.382	22.998	23.630	24.280	24.948	25.633	26.338	27.063	27.808	28.572	29.358	30.165	30.993	31.823	32.723	33.623	34.547

Appendix B5 – Pay scale effective first pay period following 1/1/2022 (1.5% increase)

Job Class	Base	1	2	3	4	5	6	7	8	9	10	12	15	17	20	22	25	28
Administrative Assistant - Contract (formerly known as Secretary)	18.097	18.595	19.106	19.633	20.172	20.726	21.295	21.880	22.483	23.101	23.738	24.391	25.060	25.749	26.459	27.185	27.933	28.701
Administrative Assistant - Contract (PILB)	20.811	21.385	21.972	22.578	23.197	23.835	24.490	25.162	25.855	26.566	27.298	28.050	28.819	29.611	30.427	31.263	32.123	33.006
Coder I	20.517	21.148	21.777	22.408	23.035	23.665	24.292	24.920	25.547	26.172	26.799	27.410	28.016	28.617	29.213	29.800	30.378	30.946
Coder I (PILB)	23.595	24.320	25.044	25.769	26.490	27.214	27.936	28.658	29.379	30.098	30.819	31.537	32.252	32.963	33.670	34.373	35.072	35.767
Coder II	21.060	21.705	22.351	22.996	23.641	24.286	24.931	25.576	26.221	26.866	27.512	28.157	28.802	29.447	30.092	30.737	31.382	32.027
Coder II (PILB)	24.219	24.961	25.703	26.445	27.187	27.929	28.671	29.413	30.154	30.896	31.638	32.380	33.121	33.863	34.604	35.346	36.087	36.829
Cook	18.456	18.963	19.485	20.022	20.572	21.138	21.718	22.316	22.930	23.561	24.207	24.875	25.558	26.261	26.983	27.724	28.488	29.271
Cook (PILB)	21.224	21.807	22.408	23.025	23.658	24.309	24.976	25.664	26.370	27.095	27.838	28.606	29.392	30.200	31.030	31.882	32.761	33.662
Courier	15.263	15.684	16.116	16.558	17.050	17.481	17.961	18.456	18.962	19.482	20.021	20.571	21.137	21.717	22.315	22.929	23.560	24.207
Courier (PILB)	17.553	18.036	18.533	19.042	19.608	20.103	20.655	21.224	21.806	22.404	23.024	23.657	24.308	24.974	25.662	26.368	27.094	27.838
Credentialing Specialist	20.010	20.560	21.126	21.706	22.304	22.918	23.548	24.195	24.859	25.544	26.247	26.967	27.710	28.473	29.254	30.059	30.886	31.736
Credentialing Spec. (PILB)	23.012	23.644	24.295	24.962	25.649	26.355	27.080	27.825	28.588	29.375	30.184	31.012	31.867	32.744	33.643	34.568	35.519	36.496
Dietary Aide	14.440	14.838	15.245	15.664	16.095	16.539	16.993	17.460	17.940	18.434	18.941	19.463	19.996	20.546	21.111	21.693	22.289	22.906
Dietary Aide (PILB)	16.607	17.064	17.531	18.014	18.509	19.020	19.542	20.079	20.631	21.199	21.782	22.383	22.995	23.628	24.278	24.947	25.633	26.345
DI Specialist	17.236	17.710	18.198	18.697	19.211	19.741	20.282	20.841	21.415	22.002	22.608	23.231	23.868	24.524	25.199	25.891	26.604	27.335
DI Specialist in lieu	19.822	20.366	20.927	21.502	22.093	22.702	23.324	23.967	24.627	25.302	25.999	26.715	27.448	28.203	28.979	29.775	30.595	31.435
Engineer I	24.562	25.236	25.931	26.644	27.376	28.129	28.902	29.698	30.515	31.353	32.214	33.102	34.011	34.947	35.908	36.895	37.910	38.953
Engineer I (PILB)	28.246	29.021	29.821	30.640	31.483	32.348	33.237	34.152	35.092	36.056	37.046	38.068	39.112	40.189	41.294	42.429	43.596	44.796
Engineer II	25.553	26.257	26.978	27.719	28.482	29.265	30.071	30.897	31.746	32.621	33.516	34.438	35.386	36.359	37.358	38.385	39.441	40.526
Engineer II (PILB)	29.386	30.195	31.024	31.876	32.755	33.655	34.582	35.532	36.508	37.514	38.544	39.604	40.694	41.813	42.962	44.143	45.357	46.605
Engineer Lead	32.670	33.373	34.096	34.836	35.603	36.382	37.187	38.014	38.863	39.737	40.634	41.556	42.502	43.474	44.475	45.502	46.557	47.643
Engineer Lead (PILB)	37.571	38.379	39.210	40.061	40.943	41.839	42.766	43.716	44.692	45.697	46.729	47.789	48.878	49.995	51.147	52.328	53.541	54.789
ES Tech	15.670	16.100	16.544	16.998	17.465	17.946	18.439	18.946	19.468	20.003	20.552	21.119	21.699	22.295	22.909	23.539	24.186	24.851
ES Tech (PILB)	18.021	18.515	19.026	19.548	20.085	20.638	21.205	21.788	22.389	23.004	23.635	24.286	24.954	25.640	26.346	27.070	27.814	28.579
Groundskeeper	19.001	19.524	20.061	20.612	21.180	21.762	22.360	22.975	23.607	24.256	24.923	25.609	26.313	27.038	27.779	28.544	29.329	30.136
Groundskeeper (PILB)	21.851	22.453	23.071	23.704	24.357	25.026	25.714	26.421	27.149	27.894	28.661	29.451	30.260	31.094	31.946	32.825	33.729	34.656
Health Unit Coordinator I	17.044	17.512	17.993	18.489	18.997	19.520	20.056	20.608	21.175	21.756	22.355	22.970	23.601	24.251	24.918	25.602	26.307	27.030
Health Unit Coord I (PILB)	19.600	20.139	20.692	21.262	21.846	22.448	23.065	23.699	24.351	25.020	25.708	26.415	27.141	27.888	28.655	29.442	30.253	31.084
Health Unit Coordinator II	17.289	17.764	18.253	18.753	19.270	19.800	20.343	20.904	21.479	22.070	22.676	23.299	23.940	24.599	25.275	25.969	26.684	27.420
Health Unit Coord II (PILB)	19.883	20.428	20.991	21.566	22.160	22.770	23.395	24.040	24.700	25.380	26.078	26.794	27.532	28.289	29.067	29.865	30.687	31.533
Health Unit Coordinator III	17.544	18.027	18.521	19.032	19.561	20.109	20.675	21.259	21.860	22.479	23.116	23.771	24.444	25.135	25.844	26.571	27.316	28.089
Health Unit Coord III (PILB)	20.176	20.731	21.300	21.887	22.495	23.124	23.774	24.445	25.136	25.847	26.578	27.329	28.100	28.891	29.702	30.533	31.394	32.285
HIM Technician I	15.633	16.064	16.505	16.959	17.425	17.903	18.397	18.901	19.422	19.956	20.505	21.069	21.648	22.243	22.855	23.484	24.130	24.793
HIM Technician I (PILB)	17.978	18.473	18.981	19.502	20.038	20.589	21.156	21.736	22.336	22.950	23.580	24.229	24.895	25.580	26.283	27.006	27.749	28.512
HIM Technician II	16.103	16.546	17.000	17.467	17.948	18.444	18.948	19.470	20.005	20.555	21.121	21.701	22.298	22.911	23.542	24.189	24.853	25.538

Job Class	Base	1	2	3	4	5	6	7	8	9	10	12	15	17	20	22	25	28
HIM Technician II (PILB)	18.519	19.028	19.550	20.087	20.640	21.211	21.790	22.391	23.006	23.638	24.289	24.956	25.643	26.348	27.073	27.818	28.581	29.368
HIM Technician III	16.585	17.042	17.509	17.991	18.486	18.995	19.518	20.053	20.605	21.171	21.754	22.353	22.967	23.595	24.247	24.913	25.599	26.303
HIM Technician III (PILB)	19.073	19.598	20.135	20.689	21.259	21.844	22.446	23.061	23.695	24.346	25.017	25.705	26.411	27.134	27.885	28.650	29.439	30.249
Housekeeper I	14.245	14.631	15.028	15.436	15.855	16.285	16.728	17.182	17.649	18.129	18.622	19.129	19.650	20.185	20.735	21.300	21.879	22.475
Housekeeper I (PILB)	16.382	16.825	17.283	17.752	18.233	18.728	19.237	19.760	20.297	20.848	21.416	21.998	22.598	23.213	23.845	24.495	25.161	25.847
Housekeeper II	14.662	15.060	15.468	15.889	16.320	16.763	17.219	17.687	18.168	18.662	19.170	19.692	20.228	20.778	21.344	21.926	22.523	23.137
Housekeeper II (PILB)	16.861	17.318	17.789	18.272	18.768	19.277	19.801	20.340	20.893	21.461	22.045	22.646	23.262	23.895	24.546	25.215	25.902	26.608
Lifeline Clerk	15.633	16.064	16.505	16.959	17.425	17.903	18.397	18.901	19.422	19.956	20.505	21.069	21.648	22.243	22.855	23.484	24.130	24.793
Lifeline Clerk (PILB)	17.978	18.473	18.981	19.502	20.038	20.589	21.156	21.736	22.336	22.950	23.580	24.229	24.895	25.580	26.283	27.006	27.749	28.512
Maintenance Tech	19.001	19.524	20.061	20.612	21.180	21.762	22.360	22.975	23.607	24.256	24.923	25.609	26.313	27.038	27.779	28.544	29.329	30.136
Maintenance Tech (PILB)	21.851	22.453	23.071	23.704	24.357	25.026	25.714	26.421	27.149	27.894	28.661	29.451	30.260	31.094	31.946	32.825	33.729	34.656
Nutrition Assistant	16.449	16.900	17.365	17.843	18.333	18.838	19.357	19.888	20.435	20.997	21.575	22.169	22.778	23.404	24.048	24.710	25.388	26.086
Nutrition Assistant (PILB)	18.916	19.435	19.970	20.519	21.083	21.663	22.260	22.871	23.500	24.146	24.812	25.495	26.195	26.914	27.655	28.417	29.196	29.999
OR Assistant	14.890	15.299	15.719	16.152	16.597	17.052	17.521	18.003	18.361	19.006	19.531	20.067	20.619	21.185	21.768	22.366	22.982	23.615
OR Assistant (PILB)	17.123	17.594	18.077	18.575	19.087	19.610	20.150	20.704	21.115	21.857	22.460	23.077	23.712	24.363	25.033	25.721	26.429	27.157
Patient Registrar I	15.633	16.064	16.505	16.959	17.425	17.903	18.397	18.901	19.422	19.956	20.505	21.069	21.648	22.243	22.855	23.484	24.130	24.793
Patient Registrar I (PILB)	17.978	18.473	18.981	19.502	20.038	20.589	21.156	21.736	22.336	22.950	23.580	24.229	24.895	25.580	26.283	27.006	27.749	28.512
Patient Registrar II	16.103	16.546	17.000	17.467	17.948	18.444	18.948	19.470	20.005	20.555	21.121	21.701	22.298	22.911	23.542	24.189	24.853	25.538
Patient Registrar II (PILB)	18.519	19.028	19.550	20.087	20.640	21.211	21.790	22.391	23.006	23.638	24.289	24.956	25.643	26.348	27.073	27.818	28.581	29.368
PFS Representative I	18.544	19.054	19.579	20.117	20.670	21.238	21.822	22.422	23.039	23.672	24.323	24.992	25.679	26.386	27.112	27.858	28.623	29.409
PFS Representative I (PILB)	21.326	21.912	22.515	23.134	23.771	24.424	25.095	25.786	26.495	27.223	27.972	28.741	29.531	30.344	31.179	32.037	32.916	33.821
PFS Representative II	19.483	20.019	20.569	21.134	21.716	22.312	22.927	23.558	24.205	24.871	25.555	26.258	26.979	27.721	28.484	29.268	30.073	30.898
PFS Representative II (PILB)	22.405	23.022	23.655	24.304	24.973	25.659	26.366	27.091	27.835	28.601	29.389	30.196	31.026	31.879	32.757	33.658	34.584	35.533
PFS Representative III	20.458	21.020	21.598	22.191	22.802	23.430	24.074	24.735	25.416	26.114	26.833	27.571	28.328	29.105	29.910	30.731	31.576	32.444
PFS Representative III (PILB)	23.526	24.173	24.838	25.520	26.222	26.944	27.685	28.446	29.228	30.031	30.858	31.706	32.578	33.470	34.396	35.341	36.312	37.310
Printing & Duplicating Clerk	16.414	16.866	17.331	17.808	18.297	18.799	19.231	19.849	20.393	20.955	21.532	22.124	22.731	23.357	23.999	24.659	25.336	26.034
Printing & Duplicating Clerk (PILB)	18.876	19.396	19.931	20.479	21.041	21.619	22.116	22.826	23.452	24.098	24.761	25.442	26.141	26.860	27.599	28.358	29.136	29.939
Purchasing Clerk	18.097	18.595	19.106	19.633	20.172	20.726	21.295	21.880	22.483	23.101	23.738	24.391	25.060	25.749	26.459	27.185	27.933	28.701
Purchasing Clerk (PILB)	20.811	21.385	21.972	22.578	23.197	23.835	24.490	25.162	25.855	26.566	27.298	28.050	28.819	29.611	30.427	31.263	32.123	33.006
Storekeeper	15.297	15.717	16.150	16.595	17.050	17.519	18.001	18.498	19.004	19.528	20.063	20.615	21.183	21.765	22.363	22.979	23.611	24.259
Storekeeper (PILB)	17.591	18.075	18.573	19.085	19.608	20.147	20.701	21.273	21.855	22.457	23.073	23.707	24.361	25.029	25.717	26.426	27.152	27.898
Transcription Qual. Spec	19.226	19.754	20.299	20.856	21.430	22.020	22.624	23.246	23.886	24.544	25.218	25.911	26.624	27.354	28.087	28.882	29.676	30.492
Transcription Qual Sp (PILB)	22.110	22.718	23.343	23.985	24.644	25.323	26.018	26.733	27.469	28.226	29.001	29.798	30.618	31.458	32.300	33.214	34.127	35.065

Appendix B6 – Pay scale effective first pay period following 6/1/2022 (.5% increase)

Job Class	Base	1	2	3	4	5	6	7	8	9	10	12	15	17	20	22	25	28
Administrative Assistant - Contract (formerly known as Secretary)	18.187	18.688	19.202	19.731	20.273	20.830	21.402	21.990	22.595	23.216	23.856	24.513	25.185	25.878	26.591	27.321	28.073	28.844
Administrative Assistant - Contract (PILB)	20.915	21.491	22.082	22.690	23.313	23.954	24.612	25.288	25.984	26.699	27.435	28.190	28.963	29.759	30.579	31.419	32.284	33.171
Coder I	20.620	21.253	21.886	22.520	23.150	23.783	24.414	25.044	25.675	26.303	26.933	27.849	28.759	29.670	30.584	31.494	32.404	33.314
Coder I (PILB)	23.713	24.441	25.169	25.898	26.623	27.350	28.076	28.801	29.526	30.249	30.973	32.026	33.072	34.121	35.172	36.218	37.265	38.311
Coder II	21.166	21.814	22.462	23.111	23.759	24.407	25.056	25.704	26.352	27.001	27.649	28.582	29.515	30.447	31.380	32.313	33.246	34.179
Coder II (PILB)	24.340	25.086	25.832	26.577	27.323	28.068	28.814	29.560	30.305	31.051	31.796	32.869	33.942	35.015	36.087	37.160	38.233	39.305
Cook	18.548	19.057	19.582	20.122	20.675	21.244	21.826	22.428	23.045	23.678	24.328	24.999	25.686	26.392	27.118	27.862	28.630	29.417
Cook (PILB)	21.330	21.916	22.520	23.140	23.776	24.431	25.100	25.792	26.501	27.230	27.977	28.749	29.539	30.351	31.186	32.042	32.924	33.830
Courier	15.340	15.762	16.196	16.641	17.135	17.568	18.050	18.548	19.056	19.579	20.121	20.674	21.243	21.825	22.427	23.044	23.677	24.328
Courier (PILB)	17.641	18.127	18.626	19.137	19.706	20.204	20.758	21.330	21.915	22.516	23.139	23.775	24.429	25.099	25.791	26.500	27.229	27.977
Credentialing Specialist	20.110	20.663	21.231	21.815	22.415	23.032	23.666	24.316	24.984	25.672	26.379	27.102	27.849	28.615	29.401	30.209	31.040	31.895
Credentialing Spec. (PILB)	23.127	23.762	24.416	25.087	25.778	26.487	27.216	27.964	28.731	29.522	30.335	31.168	32.026	32.908	33.811	34.740	35.696	36.679
Dietary Aide	14.513	14.912	15.321	15.742	16.175	16.622	17.078	17.547	18.029	18.526	19.035	19.560	20.096	20.649	21.217	21.801	22.401	23.111
Dietary Aide (PILB)	16.690	17.149	17.619	18.104	18.602	19.115	19.639	20.179	20.734	21.305	21.891	22.494	23.110	23.746	24.399	25.072	25.761	26.577
DI Specialist	17.323	17.798	18.289	18.791	19.307	19.840	20.383	20.945	21.522	22.112	22.721	23.347	23.987	24.647	25.325	26.021	26.737	27.471
DI Specialist in lieu	19.921	20.468	21.032	21.609	22.203	22.816	23.441	24.087	24.750	25.429	26.129	26.849	27.585	28.344	29.124	29.924	30.748	31.592
Engineer I	24.684	25.362	26.061	26.777	27.513	28.269	29.046	29.846	30.667	31.510	32.375	33.268	34.181	35.122	36.087	37.079	38.099	39.148
Engineer I (PILB)	28.387	29.166	29.970	30.794	31.640	32.510	33.403	34.323	35.267	36.236	37.231	38.258	39.308	40.390	41.500	42.641	43.814	45.020
Engineer II	25.681	26.388	27.113	27.857	28.625	29.411	30.222	31.052	31.905	32.784	33.684	34.611	35.563	36.541	37.545	38.577	39.638	40.729
Engineer II (PILB)	29.533	30.346	31.180	32.036	32.918	33.823	34.755	35.710	36.691	37.701	38.737	39.802	40.898	42.022	43.177	44.364	45.584	46.838
Engineer Lead	32.834	33.540	34.266	35.010	35.781	36.564	37.373	38.204	39.057	39.935	40.837	41.763	42.715	43.692	44.698	45.730	46.790	47.881
Engineer Lead (PILB)	37.759	38.571	39.406	40.261	41.148	42.049	42.979	43.934	44.916	45.926	46.962	48.028	49.122	50.245	51.402	52.589	53.809	55.063
ES Tech	15.749	16.181	16.627	17.083	17.553	18.036	18.531	19.041	19.566	20.103	20.655	21.224	21.808	22.407	23.024	23.657	24.307	24.975
ES Tech (PILB)	18.111	18.608	19.121	19.645	20.185	20.741	21.311	21.897	22.500	23.119	23.754	24.408	25.079	25.768	26.477	27.205	27.953	28.721
Groundskeeper	19.096	19.622	20.162	20.715	21.286	21.870	22.472	23.090	23.726	24.377	25.047	25.738	26.444	27.173	27.918	28.686	29.476	30.286
Groundskeeper (PILB)	21.960	22.565	23.186	23.822	24.479	25.151	25.842	26.553	27.284	28.034	28.804	29.598	30.411	31.249	32.106	32.989	33.897	34.829
Health Unit Coordinator I	17.129	17.600	18.083	18.582	19.092	19.618	20.156	20.711	21.281	21.865	22.466	23.084	23.719	24.372	25.042	25.730	26.438	27.165
Health Unit Coord I (PILB)	19.698	20.240	20.795	21.369	21.956	22.561	23.180	23.817	24.473	25.145	25.836	26.547	27.277	28.028	28.798	29.590	30.404	31.240
Health Unit Coordinator II	17.376	17.853	18.344	18.847	19.366	19.899	20.445	21.009	21.586	22.180	22.790	23.416	24.060	24.722	25.402	26.099	26.818	27.557
Health Unit Coord II (PILB)	19.982	20.531	21.096	21.674	22.271	22.884	23.512	24.160	24.824	25.507	26.208	26.928	27.669	28.430	29.212	30.014	30.840	31.691
Health Unit Coordinator III	17.632	18.117	18.614	19.127	19.658	20.193	20.748	21.319	21.906	22.508	23.127	23.763	24.417	25.087	25.778	26.486	27.214	27.963
Health Unit Coord III (PILB)	20.277	20.835	21.406	21.997	22.607	23.222	23.861	24.517	25.192	25.885	26.596	27.328	28.079	28.850	29.645	30.459	31.296	32.157
HIM Technician I	15.711	16.144	16.587	17.043	17.512	17.993	18.489	18.996	19.520	20.056	20.607	21.174	21.756	22.355	22.969	23.601	24.250	24.917
HIM Technician I (PILB)	18.068	18.566	19.075	19.600	20.139	20.692	21.262	21.845	22.448	23.064	23.698	24.350	25.020	25.708	26.415	27.141	27.888	28.654
HIM Technician II	16.184	16.629	17.085	17.555	18.038	18.537	19.043	19.568	20.105	20.657	21.226	21.810	22.410	23.026	23.660	24.310	24.977	25.665

Job Class	Base	1	2	3	4	5	6	7	8	9	10	12	15	17	20	22	25	28
HIM Technician II (PILB)	18.611	19.124	19.648	20.188	20.743	21.317	21.899	22.503	23.121	23.756	24.410	25.081	25.771	26.480	27.209	27.957	28.724	29.515
HIM Technician III	16.668	17.127	17.596	18.081	18.578	19.090	19.616	20.153	20.708	21.276	21.863	22.464	23.081	23.713	24.369	25.038	25.727	26.435
HIM Technician III (PILB)	19.168	19.696	20.236	20.793	21.365	21.953	22.558	23.176	23.814	24.468	25.143	25.834	26.544	27.270	28.024	28.794	29.586	30.400
Housekeeper I	14.316	14.704	15.103	15.513	15.934	16.367	16.811	17.268	17.738	18.220	18.715	19.225	19.749	20.286	20.838	21.406	21.989	22.588
Housekeeper I (PILB)	16.463	16.910	17.369	17.840	18.324	18.822	19.333	19.858	20.398	20.953	21.523	22.108	22.711	23.329	23.964	24.617	25.287	25.976
Housekeeper II	14.735	15.135	15.546	15.968	16.401	16.847	17.305	17.775	18.258	18.755	19.265	19.790	20.329	20.882	21.451	22.036	22.636	23.253
Housekeeper II (PILB)	16.946	17.405	17.878	18.364	18.861	19.374	19.900	20.442	20.997	21.568	22.155	22.759	23.378	24.015	24.669	25.341	26.031	26.741
Lifeline Clerk	15.711	16.144	16.587	17.043	17.512	17.993	18.489	18.996	19.520	20.056	20.607	21.174	21.756	22.355	22.969	23.601	24.250	24.917
Lifeline Clerk (PILB)	18.068	18.566	19.075	19.600	20.139	20.692	21.262	21.845	22.448	23.064	23.698	24.350	25.020	25.708	26.415	27.141	27.888	28.654
Maintenance Tech	19.096	19.622	20.162	20.715	21.286	21.870	22.472	23.090	23.726	24.377	25.047	25.738	26.444	27.173	27.918	28.686	29.476	30.286
Maintenance Tech (PILB)	21.960	22.565	23.186	23.822	24.479	25.151	25.842	26.553	27.284	28.034	28.804	29.598	30.411	31.249	32.106	32.989	33.897	34.829
Nutrition Assistant	16.531	16.985	17.452	17.932	18.425	18.932	19.454	19.987	20.537	21.102	21.683	22.280	22.892	23.521	24.168	24.834	25.515	26.216
Nutrition Assistant (PILB)	19.011	19.532	20.070	20.622	21.188	21.772	22.372	22.985	23.618	24.267	24.936	25.622	26.326	27.049	27.793	28.559	29.342	30.149
OR Assistant	14.964	15.375	15.798	16.233	16.680	17.137	17.609	18.093	18.453	19.101	19.628	20.167	20.722	21.291	21.877	22.478	23.097	23.733
OR Assistant (PILB)	17.209	17.682	18.168	18.668	19.183	19.708	20.250	20.807	21.221	21.966	22.573	23.192	23.831	24.485	25.158	25.850	26.562	27.293
Patient Registrar I	15.711	16.144	16.587	17.043	17.512	17.993	18.489	18.996	19.520	20.056	20.607	21.174	21.756	22.355	22.969	23.601	24.250	24.917
Patient Registrar I (PILB)	18.068	18.566	19.075	19.600	20.139	20.692	21.262	21.845	22.448	23.064	23.698	24.350	25.020	25.708	26.415	27.141	27.888	28.654
Patient Registrar II	16.184	16.629	17.085	17.555	18.038	18.537	19.043	19.568	20.105	20.657	21.226	21.810	22.410	23.026	23.660	24.310	24.977	25.665
Patient Registrar II (PILB)	18.611	19.124	19.648	20.188	20.743	21.317	21.899	22.503	23.121	23.756	24.410	25.081	25.771	26.480	27.209	27.957	28.724	29.515
PFS Representative I	18.637	19.149	19.676	20.217	20.773	21.344	21.931	22.534	23.155	23.790	24.445	25.117	25.808	26.518	27.248	27.997	28.766	29.557
PFS Representative I (PILB)	21.433	22.022	22.628	23.250	23.889	24.546	25.221	25.915	26.628	27.359	28.112	28.885	29.679	30.495	31.335	32.197	33.081	33.990
PFS Representative II	19.580	20.119	20.672	21.240	21.824	22.424	23.042	23.675	24.326	24.995	25.683	26.389	27.114	27.859	28.627	29.414	30.224	31.053
PFS Representative II (PILB)	22.517	23.137	23.773	24.426	25.098	25.787	26.498	27.227	27.975	28.744	29.536	30.347	31.181	32.038	32.921	33.826	34.757	35.711
PFS Representative III	20.560	21.125	21.706	22.302	22.916	23.547	24.194	24.859	25.543	26.245	26.967	27.709	28.470	29.250	30.060	30.885	31.734	32.606
PFS Representative III (PILB)	23.644	24.294	24.962	25.648	26.354	27.079	27.823	28.588	29.374	30.181	31.012	31.865	32.740	33.638	34.568	35.517	36.494	37.497
Printing & Duplicating Clerk	16.496	16.950	17.418	17.897	18.388	18.893	19.327	19.948	20.495	21.060	21.639	22.234	22.845	23.473	24.119	24.783	25.462	26.164
Printing & Duplicating Clerk (PILB)	18.971	19.493	20.030	20.581	21.146	21.727	22.226	22.941	23.570	24.219	24.885	25.569	26.272	26.995	27.737	28.500	29.282	30.089
Purchasing Clerk	18.187	18.688	19.202	19.731	20.273	20.830	21.402	21.990	22.595	23.216	23.856	24.513	25.185	25.878	26.591	27.321	28.073	28.844
Purchasing Clerk (PILB)	20.915	21.491	22.082	22.690	23.313	23.954	24.612	25.288	25.984	26.699	27.435	28.190	28.963	29.759	30.579	31.419	32.284	33.171
Storekeeper	15.373	15.796	16.231	16.678	17.135	17.607	18.091	18.591	19.099	19.625	20.164	20.718	21.289	21.874	22.475	23.094	23.729	24.380
Storekeeper (PILB)	17.679	18.165	18.665	19.180	19.706	20.248	20.805	21.380	21.964	22.569	23.188	23.826	24.482	25.155	25.846	26.558	27.288	28.037
Transcription Qual. Spec	19.322	19.853	20.400	20.961	21.537	22.130	22.737	23.363	24.006	24.667	25.344	26.041	26.757	27.491	28.227	29.026	29.824	30.644
Transcription Qual Sp (PILB)	22.220	22.831	23.460	24.105	24.767	25.449	26.148	26.867	27.607	28.367	29.146	29.947	30.771	31.615	32.461	33.380	34.298	35.241

APPENDIX C

SPECIAL CERTIFICATION PREMIUM PAY

The following special certifications have been approved by the Hospital for the special certification premium for Section 8.11, Special Certification Premium:

- CPAT: Certified Patient Account Technician
- CHAA: Certified Healthcare Access Associate
- CCAT: Certified Clinical Account Technician
- CCA: Certified Coding Associate
- CCS-P: Certified Coding Specialist – Physician Practice
- CCS: Certified Coding Specialist
- CRCS: Certified Revenue Cycling Specialist
- PACS: Certified Picture Archiving Specialist (PARCA)

The following certifications have been approved by the Hospital for the specific job classification:

<u>Job Classification</u>	<u>Certification Type</u>
Coder I-II	CCA/CCS-P/CCS
Department Coordinator I-III	CPAT/CHAA/CCAT/CCA/CCS-P/CCS
Patient Financial Svcs Rep I-III	CPAT/CHAA/CRCS
Patient Registrar I-III	CHAA
Schedistration Coordinator	CHAA

APPENDIX D

MEMORANDUM OF UNDERSTANDING

WhidbeyHealth (“Hospital”) and UFCW Local 21 (“Union”) agree that it is important to the health and safety of the Hospital’s patients, guests and employees that the Hospital provides a drug and alcohol-free work environment that prevents substance abuse. The Hospital and Union actively support and encourage efforts for ongoing education, for employees to seek help, and for a supportive environment that promotes health. Therefore, the parties agree that the Hospital’s Substance Abuse Policy (current or modified by the Hospital in the future), including its Employee Assistance Program (EAP), apply to this bargaining unit.

APPENDIX E - INNOVATIVE WORK SCHEDULES

Appendix E.1

Innovative Work Schedule Agreement 10-Hour Shifts – Service/Support Unit

This constitutes an innovative work schedule as outlined in Article 7.1 of the Collective Bargaining Agreement by and between WhidbeyHealth (Service and Support Unit) and United Food & Commercial Workers International Union, Local 21. If either party desires to alter or revoke this agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

1. Work Day: A normal work day shall consist of ten (10) hours of work to be completed within ten and one half (10½) consecutive hours with a thirty (30) minute unpaid meal period.
2. Overtime: Overtime will be paid when the employee works beyond a ten (10) hour work shift. All premium overtime shall be computed at one and one half (1½) times the normal rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time (2x) rate. When an employee under a ten (10) hour agreement works an eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when he/she exceeds twelve (12) hours of work in a twenty-four (24) hour period.
3. Rest Period Between Shifts: Except in emergencies or by mutual agreement, employees shall have a rest period of at least ten (10) hours between shifts. Any time worked without ten (10) hours' rest between shifts, excluding overtime, shall be paid at a premium rate of one and one half (1½) times the normal rate of pay. This provision does not apply to standby time.
4. Rest and Meal Periods: Two (2) fifteen (15) minute paid rest periods will be provided during each shift. One (1) unpaid meal period will be provided during each shift.
5. Shift Differential: The applicable shift differential shall be paid for all hours worked between 3 p.m. and 7 a.m. Shift differential will be calculated on actual hours worked during the applicable times for each shift.
6. Call-Back: When called back to work from scheduled call time, hours worked shall be paid at the rate of one and one half (1½) times for the first twelve (12) hours, and double time (2x) for time in excess of twelve (12) hours in a twenty-four (24) hour period.
7. Holiday Worked: If the employee is scheduled to work on a designated holiday, the full ten (10) hour shift will be paid at one and one half (1½) times the normal rate. Additionally, the employee may request eight (8) hours of Paid Time Off (PTO) from his/her PTO bank at the normal rate of pay during the same pay period.

8. Holiday Not Worked: If the employee is not scheduled to work on the designated holiday, he/she shall receive eight (8) hours of normal pay for a day off during the same pay period from their Paid Time Off (PTO) bank.

9. Payment of Education Days, PTO, EIB: Education days, Extended Illness Bank (EIB) and Paid Time Off (PTO) will be paid (not earned or accrued) in ten (10) hour increments.

Employee Date

Human Resources Officer Date

Department Director Date

APPENDIX E- INNOVATIVE WORK SCHEDULES (Cont.)

Appendix E.2 **Innovative Work Schedule Agreement** **12-Hour Shifts - Service/Support Unit**

This constitutes an innovative work schedule as outlined in Article 7.1 of the Collective Bargaining Agreement by and between WhidbeyHealth (Service and Support Unit) and United Food & Commercial Workers International Union, Local 21. If either party desires to alter or revoke this agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

1. **Work Day:** A work day shall consist of twelve (12) hours of work to be completed within twelve and one half (12½) consecutive hours with a thirty (30) minute unpaid meal period.
2. **Overtime:** Overtime will be paid when the employee works beyond a twelve (12) hour work shift. All premium overtime shall be computed at one and one half (1½) times the normal rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time (2x) rate. When an employee under a twelve (12) hour agreement works an eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when he/she exceed twelve (12) hours of work in a twenty-four (24) hour period. When an employee under a twelve (12) hour agreement works a ten (10) hour shift, overtime will be paid after the ten (10) hours and double time will be paid when he/she exceed twelve (12) hours of work in a twenty-four (24) hour period.
3. **Rest Period Between Shifts:** Except in emergencies or by mutual agreement, employees shall have a rest period of at least ten (10) hours between shifts. Any time worked without ten (10) hours rest between shifts, excluding overtime, shall be paid at a premium rate of one and one half (1½) times the normal rate of pay. This provision does not apply to standby time.
4. **Rest and Meal Periods:** A fifteen (15) minute paid rest period will be provided during each four (4) hour period. One (1) unpaid meal period will be provided during each shift. The employee may revoke the waiver of a right to a second unpaid meal period by providing written notice as provided above.
5. **Shift Differential:** The applicable shift differential shall be paid for all hours worked between 3 p.m. and 7 a.m. Shift differential will be calculated on actual hours worked during the applicable times for each shift.
6. **Call-Back:** When called back to work from scheduled call time, hours worked shall be paid at the rate of one and one half (1½) times for the first twelve (12) hours, and double time (2x) for time in excess of twelve (12) hours in a twenty-four (24) hour period.

7. Holiday Worked: If the employee is scheduled to work on a designated holiday, the full twelve (12) hour shift will be paid at the premium overtime rate. Additionally, the employee may request eight (8) hours of Paid Time Off (PTO) from his/her PTO bank at the normal rate of pay during the same pay period.
8. Holiday Not Worked: If the employee is not scheduled to work on the designated holiday, he/she shall receive eight (8) hours of normal pay for a day off during the same pay period from their Paid Time Off (PTO) bank.
9. Payment of Education Days, PTO, EIB: Education days, Extended Illness Bank (EIB) and Paid Time Off (PTO) will be paid (not earned or accrued) in twelve (12) hour increments.

Employee Date

Human Resources Officer Date

Department Director Date

APPENDIX E- INNOVATIVE WORK SCHEDULES (Cont.)

Appendix E.3 **Innovative Work Schedule Agreement** **16-Hour Shifts – Service/Support Unit**

This constitutes an innovative work schedule outlined in Article 7.1 of the collective bargaining agreement by and between WhidbeyHealth (Service and Support Unit) and United Food & Commercial Workers International Union, Local 21. If either party desires to alter or revoke the agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

1. Work Day: A normal work day shall consist of sixteen (16) hours of work with paid meal periods.
2. Overtime: Overtime will be paid when the employee works beyond a sixteen (16) hour work shift. All overtime shall be computed at one and one half (1½) times the normal rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time (2x) rate. When an employee under a sixteen (16) hour agreement works a ten (10) hour shift, overtime will be paid after the ten (10) hours and double time will be paid when he/she exceeds twelve (12) hours of work. When an employee under a sixteen (16) hour agreement works an eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when he/she exceeds twelve (12) hours.
3. Rest Period Between shifts: Except as scheduled by mutual agreement (current Friday, Saturday, Sunday convenience schedule requested by the employee does not have at least a ten (10) hour rest), employees shall have a rest period of at least ten (10) hours between shifts. Any time worked without ten (10) hours rest, excluding overtime, shall be paid at a premium rate of one and one half (1½) times the normal rate. This provision does not apply to standby time.
4. Meal and Rest Periods: A fifteen (15) minute paid rest period will be provided during each four (4) hour period. Paid meal periods will be provided during each shift.
5. Shift Differential: The applicable shift differentials will be paid for all hours worked between 3 p.m. and 7 a.m. Shift differential will be calculated on actual hours worked during applicable times for each shift.
6. Call-Back: When called back to work from scheduled call time, hours worked shall be paid at the rate of one and one half (1½) times for the first sixteen (16) hours and double time (2x) for time in excess of sixteen (16) hours in a twenty-four (24) hour period.
7. Holiday worked: If the employee is scheduled to work on a designated holiday, the full sixteen (16) hour shift will be paid at the overtime rate. Additionally, the employee may request eight (8) hours of Paid Time Off (PTO) from his/her PTO bank at the normal rate of pay during the same pay period.

8. Holiday Not Worked: If the employee is not scheduled to work on the designated holiday, he/she shall receive eight (8) hours of normal pay for a day off during the same pay period from their Paid Time Off bank.
9. Payment of Education Days, PTO and EIB: Education days, Extended Illness Bank (EIB) and Paid Time Off (PTO) will be paid (not earned or accrued) in sixteen (16) hour increments.
10. Weekend Pay: Weekend premium will be paid according to the collective bargaining agreement. The employee has requested a convenience schedule of working every weekend, and thus consecutive weekend overtime pay will not be paid.

Employee Date

Human Resources Officer Date

Department Director Date

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

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