

Agreement by and between

UFCW 21 and Cascade Behavioral Hospital



Effective 7/1/2017 - 6/30/2020



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 46,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

My Union Representative:

My Union Steward:

With a union you and your co-workers have a voice in decisions about your work life—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.

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**2017 - 2020
AGREEMENT
by and between
CASCADE BEHAVIORAL HOSPITAL
and
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 21**

This Agreement is made and entered into by and between Cascade Behavioral Hospital (hereinafter referred to as the "Employer" or "CBH") and United Food and Commercial Workers Union, Local 21, (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all full-time, regular part-time and per diem professional and technical employees employed by the Employer at its 12844 Military Road South, Tukwila, Washington location, designated by the classifications set forth in the attached wage schedules, as certified by the National Labor Relations Board in Case No. 19-RC-13980, dated July 20, 2000; excluding all physicians, registered nurses, licensed practical nurses, confidential employees, office clerical employees, managers, all other employees, all other locations; and guards and supervisors as defined in the Act.

ARTICLE 2 - UNION MEMBERSHIP; DUES DEDUCTION

2.1 **Membership.** All employees covered by this Agreement who are members of the Union, or become members of the Union shall, as a condition of employment, upon the effective date, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, by the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement. Union membership applications will be distributed to each new employee during orientation.

2.1.1 **Religious Objection.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

2.1.2 **Hold Harmless.** The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

2.1.3 The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

2.2 **Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount of union dues and

fees deducted will be promptly transmitted to the Union 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 include name, social security number, dues deducted by pay period and year-to-date, gross earnings by pay period, and year-to-date, and hours compensated at their regular (or overtime) rate of pay per pay period sent electronically. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee, including the social security numbers provided by the Employer to the Union.

2.3 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. (See Addendum 5.) When filed with the Employer, the authorization form will be honored in accordance with its terms. A roster including, social security number, employee's name and dollar amount deducted and sent electronically, of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

2.4 Bargaining Unit Roster. Upon the signing of this Agreement and each three (3) months thereafter, the Employer shall provide the Union with a list of all employees covered by this Agreement. The list shall include name, address, employee identification number, last four digits of social security number, job classification, hire date, FTE status (hours per pay period), shift, department and hourly rate of pay for each employee. Each month the Employer will provide the Union with a listing of new hires and terminations during the preceding month including names and addresses.

2.5 Contract. Upon initial employment, employees shall be given a copy of the current Agreement by the Employer and a copy of the employee's job description. This commitment is conditioned upon the Union providing sufficient copies of the Agreement to the Employer in advance.

ARTICLE 3 – UNION REPRESENTATIVES

3.1 Access to Premises - Union Staff. Authorized representatives of the Union shall have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, departments, units, work areas or other patient care areas unless advance approval has been obtained from the Employer. This limited right of access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with or provide any distraction to patient care, patient families, or the normal operation of the Hospital.

3.2 Shop Stewards. The employees shall have a right to select Shop Stewards from among employees in the unit. Shop stewards shall not be recognized by the Employer until the Union has given the Employer written notice of their designation. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking times (e.g. breaks, meal period, or before and after shift), and shall not interfere with the work of other employees or cause any disruption to patients, their families, or the normal operation of the Hospital.

3.3 Bulletin Boards. The Union shall be permitted to post Union notices relating to general Union activities on bulletin boards designated by the Employer. The Union will provide a copy of all posted materials to the

Human Resources Department at the time of posting. All posting will be signed by a Unit Representative. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.4 **Union Leave/Activities.** Subject to appropriate advance notice and scheduling/staffing requirements, Union officers, delegates/stewards and members of contract committees may use eight (8) hours per calendar year of education leave to attend Union projects and programs. For longer periods, annual leave or unpaid leave (13.1) may be used. The Union must provide written notification to the Employer's Human Resources Department yearly of the names of union representatives in order for individuals to be eligible to access their education leave, annual leave or unpaid personal leave under this section.

ARTICLE 4 – DEFINITIONS

4.1 **Introductory Employee.** An employee who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended introductory period of up to an additional ninety (90) days. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure.

4.2 **Full-Time Employee.** An employee classified as such on the Employer's personnel records who works on a regularly scheduled and continuing basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required-introductory period.

4.3 **Part-Time Employee.** An employee classified as such on the Employer's personnel records who is regularly scheduled to work on a continuing basis less than forty (40) hours per week or less than eighty (80) hours per pay period, and who has successfully completed the required introductory period.

4.4 **Per Diem Employee.** An employee hired to augment the work force in the event of an emergency or other business need, to relieve regular employees because of illness, leave of absence or other absenteeism, or to work during holidays and vacation periods. Per diem employees shall be paid in accordance with the wage rates set forth in Appendix A of this Agreement plus a ten percent (10%) wage differential. Per diem employees do not accrue seniority nor are they eligible for any benefits.

4.4.1 **Per Diem Expectations.** Per diem employees must be available a minimum of three (3) scheduled shifts each month, or the equivalent in a six (6) month period at the approval of the Department Manager/Director, as well one (1) of three (3) summer holidays (Memorial Day, Independence Day, or Labor Day) and one (1) of three (3) winter holidays (Thanksgiving Day, Christmas Day, or New Year's Day).

4.5 **Preceptor.** A preceptor is an experienced employee proficient in clinical teaching and communication skills who is assigned specific responsibility for planning, organizing and evaluating the new skill development of a new employee who has been placed in a defined preceptor program, the parameters of which have been set forth in writing by the Employer. The preceptor is responsible for the specific criteria-based, goal-directed education and training of an employee assigned a preceptor for a specific training period. Department management will determine the need for preceptor assignments. It is understood that employees in the ordinary course of their general professional responsibilities will be expected to participate in the orientation process of new employees. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new employees. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer.

4.6 **Regular Rate of Pay.** The regular rate of pay shall be defined to include the employee's hourly wage rate (8.1), shift differential when the employee is regularly scheduled to work an evening or night shift (9.1), and lead pay when the employee has a regular (designated) lead assignment (9.4).

4.7 **Length of Service.** For purposes of this Agreement and the method of computing sick leave, vacation, and other conditions of employment, except as specified elsewhere in the Agreement, a "month" shall be defined as 173.3 contributing hours, and a "year" shall be defined as 2080 contributing hours.

Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 **Job Posting.** Notices of vacancies in existing positions at CBH shall be posted for at least seven (7) calendar days in advance of filling the position. Notices of vacancies shall be posted on the CBH web site. In the selection process the Employer, in its judgment, will select the most highly qualified applicant for the position. Where qualifications are considered by the Employer to be equal, the senior employee applying for such job will be given preference. For purposes of this Agreement, the term "qualified" is herein defined to include such factors as skill, competence, ability, experience, attendance/punctuality record and past performance, in the opinion of the Employer.

The following procedure will be used for filling vacancies when a regular scheduled job opening occurs within the bargaining unit. To be considered for such job openings, employee must complete and submit a transfer request:

5.1.1 Qualified applicants from the same department as the vacancy will have priority over other applicants. Among qualified applicants, seniority will be the determining factor providing skill, competency, ability and prior job performance (during the prior twelve (12) months) are not considered to be overriding factors in the opinion of the Employer based on specified documentation and evaluations contained in the applicant's personnel file.

5.1.2 For positions not filled based on 5.1.1, qualified bargaining unit applicants will have priority over all other applicants. Among qualified bargaining unit applicants, seniority will be the determining factor providing skill, competency, ability and prior job performance (during prior twelve (12) months) are not considered to be overriding factors in the opinion of the Employer.

5.1.3 To be considered for such job openings, employees must complete and submit a transfer request. An employee who submits a completed application will receive email confirmation of receipt the same day. If the transfer cannot occur immediately, the Employer will make a good faith effort to transfer the employee to the new position within six (6) weeks. When a position is filled, the status of the employee's application will be e-mailed to the employee within two (2) days. Upon request, the unsuccessful applicant may contact the HR Department to obtain the identity of the employee awarded the position.

5.1.4 Any employee selected for a new position will be subject to a ninety (90) day introductory period. If the employee is unable to successfully perform the duties of the position during the introductory period in management's opinion based on established job criteria and, if the employee is otherwise in good standing, the employee will be returned to the employee's prior position if the employee's former position is still vacant; otherwise the employee will be laid off and will be eligible for recall to the employee's prior position, or similar classification if qualified at the first available opening, subject to the provisions of Section 5.1.

5.2 **Health Tests.** As required by law, the Employer shall provide a Tuberculin skin test at no cost to the employee. In the event of a positive reaction to this test, the Employer will provide a chest x-ray at no cost. The Employer will address additional occupational health needs consistent with state and federal requirements and, as appropriate, consistent with recommendations and guidelines of the Center for Disease Control, local and state health departments.

5.3 **Evaluations.** The evaluation is a tool for assessing the skills of the employee and for improving and recognizing the employee's performance. Each employee will be formally evaluated in writing prior to completion of the introductory period and annually thereafter. The employee's participation is an integral part of the evaluation process. Supervisors may use interim evaluations throughout the year, which will be in writing, to ensure that timely feedback is given and performance goals established on work-related issues. Evaluations are not considered part of progressive discipline. The employee will be given a copy of the evaluation. The employee will be required to sign the evaluation acknowledging receipt thereof. The employee will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file. A peer evaluation format may be developed in addition to supervisory evaluation on a department by department basis utilizing input from the staff.

5.4 **Personnel Files.** By appointment, employees may have access to their personnel files. Upon request and with reasonable advance notification, employees will be provided copies of material in their personnel file.

5.5 **Discipline and Discharge.** No full-time or part-time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. An employee may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action.

5.6 **Equal Opportunity.** The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination. This section shall not be subject to Step 4 (Arbitration) of the grievance procedure (Article 16).

5.7 **Safety.** The Employer will maintain a safe and healthy workplace in compliance with all laws applicable to the safety and health of its employees, including providing protective gear and having equipment readily available in accordance with regulatory guidelines. Employees are required to comply with all health and safety policies and procedures of the Employer. Employees who have concerns regarding their working conditions are encouraged to raise those concerns through the appropriate levels of supervision. Employees concerned about safety issues should report them to their supervisor and the Safety Committee utilizing appropriate Employer reporting forms.

5.8 **Notice of Resignation.** Employees shall be required to give at least twenty-one (21) days' written notice of resignation. This twenty-one (21) day notice requirement shall not include any vacation unless approved by supervision. Failure to give notice shall result in loss of accrued vacation and the employee may not be eligible for rehire. The Employer will give consideration to situations that would make such notice by the employee impossible.

5.9 **Work Performed Off Campus.** During work hours, travel between work sites is paid time. In addition to mileage, employees traveling between work sites shall be reimbursed for tolls. Use of personal vehicles for work purposes shall be compensated at the Acadia standard rate per mile.

5.10 **Direct Deposit of Payroll Checks.** Employees will be required to designate a bank account for direct deposit of pay. The Employer will deposit an employee's earnings each pay period into the bank account designated by the employee. Employees have access to their paystubs showing hours worked, rates of pay, leave accruals, and net pay deposited to their accounts via UltiPro.

ARTICLE 6 - SENIORITY/LAYOFF/LOW CENSUS

6.1 **Definition.** Seniority shall mean all full time and part time employee's continuous length of service within a given job group (Addendum 3) within the bargaining unit with the Employer from the most recent date of hire.

This seniority date shall be adjusted for non-FMLA unpaid leaves of absence of four (4) calendar weeks or more. Seniority shall not apply until an employee has completed the introductory period.

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

6.3 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Employer. Layoffs shall be by job group within a department and shift. Prior to implementing a layoff, the Employer will seek voluntary layoff from among those employees affected by the layoff. In the event of a layoff, the Employer shall make its best efforts to notify regular employees involved at least twenty one (21) days prior to the impending layoff (or pay in lieu thereof). Upon request, the parties will meet for the purpose of reviewing the order of layoff.

If a layoff occurs, seniority within the job group shall be the determining factor providing qualifications; competence and efficiency are considered equal in the opinion of the Employer. An employee who has been displaced due to a layoff may accept the layoff or may displace the position of any employee on the low seniority list for the employee's job group, provided the employees' qualifications, competence and efficiency are considered equal in the opinion of the Employer, and provided further that the employee who was initially displaced is not on the low seniority list.

The low seniority list consists of the least senior employees in a job group who comprise twenty percent (20%) of the job group. Any employee identified for layoff who is on the low seniority list and any employee who has been displaced by another employee pursuant to the above process may displace the position of the least senior employee on the low seniority list provided the employees possess substantially equal qualifications, competence and efficiency in the opinion of the Employer.

6.4 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. Employees on layoff status are responsible for informing Human Resources of changes in address or availability. When vacancies occur, employees will be reinstated in the reverse order of the layoff providing qualifications are considered equal in the opinion of the Employer.

6.5 Low Census. Low census is defined as a decline in patient care or department work requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer will first float employees to meet staffing needs, where appropriate, and then ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all employees within a job classification on a shift on each campus starting with the least senior employee first, providing skills, competency, ability and availability are considered comparable as determined by the Employer. Employees that have low census may take unpaid or annual leave.

If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. The rotation list will be restarted each six (6) months, beginning with the least senior employee. Agency employees and temporary employees shall be released from work prior to implementing this low census procedure. Employees who are scheduled to work but are released from duty due to low census shall continue to receive medical and dental insurance coverage. Low census hours taken shall be considered contributing hours for the accrual of all benefits, not to exceed the employee's FTE status.

6.6 Additional Hours. Employees desiring additional hours should notify the Employer in writing, identifying their specific availability. Management will first offer additional scheduled hours in the assigned unit to those employees who have made the request who have lost hours due to low census during their current or prior posted work schedule. This commitment shall not apply if it results in overtime hours or the disruption of existing work schedules.

6.7 **Change in FTE Status.** If a reduction in FTE(s) is determined by the Employer to be necessary, the least senior employee(s) in the job classification on the shift in that department will receive the FTE reduction. The Employer will first seek volunteers from the department and shift to accomplish these changes. Any employee subject to an involuntary reduction in their FTE will be given preference up to their prior position (FTE) if the Employer seeks to expand the hours of an existing FTE in the employee's classification. Any employee subject to an involuntary reduction in their FTE of greater than a .2, or any involuntary reduction resulting in a loss of employee or dependent medical insurance coverage, will be placed on the Recall Roster.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 **Work Day.** The normal work day shall consist of eight (8) hours of work to be completed within eight and one-half (8-1/2) consecutive hours.

7.2 **Work Period.** The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

7.3 **Flexible Work Schedules.** A flexible schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Flexible work schedules may be established in writing by mutual agreement between the Employer and the employee involved. Prior to the implementation of a new flexible work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where flexible schedules are utilized by the Employer (including those flexible schedules set forth as addenda to this Agreement), the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the flexible work schedule, after at least forty-five (45) days advance notice to the employee.

7.4 **Work Schedules.** The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Monthly work schedules shall be posted at least ten (10) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

7.5 **Overtime.** Overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for time worked beyond the normal work day of at least eight (8) hours within a twenty-four (24) hour period. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Overtime shall be computed to the nearest quarter hour. Overtime should be minimized, however, if in the Employer's opinion overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably. (10 hour or 12 hour worker. See Addendums 1 and 2)

7.5.1 **Double Time; Eight (8) Hour Shifts.** If an eight (8) hour shift employee works more than twelve (12) consecutive hours, all hours worked in excess of twelve (12) consecutive hours shall be paid at double (2x) the employee's regular rate of pay. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1-1/2) or double time (2x). When an employee is eligible for both time and one-half (1-1/2) and double time (2x) pay, the employee will receive the highest pay rate. The double time provisions of this section shall not apply to time spent for educational purposes (CE days, educational leave, educational offerings, etc.).

7.6 **Meals/Rest Periods.** All employees shall receive an unpaid meal period of one-half (1/2) hour. Employees required to remain on duty or in the Hospital during their meal period shall be compensated for such time at the appropriate rate of pay. All employees shall receive one (1) paid fifteen (15) minute break for every four (4) hours of work. Meal periods and rest periods shall be administered as provided by State law. Subject to prior approval, meal and/or rest periods may be combined.

7.7 **Report Pay.** Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours work at the regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee in advance of the scheduled shift. It shall be the responsibility of the employee to notify the Employer of the employee's current address and telephone number.

7.8 **Weekends.** The Employer will make a good-faith effort to schedule all regular full- and part-time employees for every other weekend off. In the event an employee worked two successive weekends, all time worked on the second weekend shall be paid at the rate of one and one-half (1-1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the employee's regular rate of pay. Every other weekend off cycles may be altered with at least ten (10) days' notice prior to the start of the next posted work schedule. The availability of weekend work shall be determined by Employer. This section shall not apply to per diem employees.

Subject to advance approval, employees may request the trading of weekends, providing that those employees involved in weekend trades agree that such trades do not place the Employer in an overtime pay condition or premium pay condition based on this Article. Employees requesting to work every weekend shall sign a waiver exempting their eligibility under this Section. This section shall not apply to time spent for educational purposes.

The weekend shall be defined for first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employees, the weekend shall be defined as Friday night and Saturday night. Exceptions to this section shall include "5 on, 2 off schedules and "weekend only" positions by mutual agreement.

7.9 **Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between scheduled eight (8) hour shifts. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half. This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

7.10 **Shift Rotation.** Routine shift rotation is not an approach to staffing endorsed by the Employer. Except for emergency situations where it may be necessary to provide safe patient care, shift rotation will not be utilized without mutual consent. If such an occasion should ever occur, volunteers will be sought first. If no one volunteers, the Employer will rotate shifts on an inverse seniority basis until the staff vacancies are filled.

ARTICLE 8 - COMPENSATION

8.1 **Wage Rates.** Employees covered by this agreement shall be paid in accordance with hourly wage schedule set forth in Appendix A.

8.2 **Date of Implementation.** Wage and premium pay increases shall become effective on the dates indicated on the attached wage scales. Step increases shall become effective at the beginning of the first full pay-period on or after the completion of one (1) year of service as defined in Section 4.7 (Length of Service).

8.3 **Recognition for Past Experience.** All employees hired during the term of this Agreement shall be compensated in accordance with the following plan, not to exceed one for one (1:1) experience credit;

- a. Employees with one (1) or more years of continuous recent experience shall be employed at not less than step one (1) of the wage schedule.
- b. Employees with two (2) or more years of continuous recent experience shall be employed at not less than step two (2) of the wage schedule.

- c. Employees with four (4) or more years of continuous recent experience shall be employed at not less than step three (3) of the wage schedule.
- d. Employees with six (6) or more years of continuous recent experience shall be employed at not less than step four (4) of the wage schedule.
- e. Employees with ten (10) or more years of continuous recent experience shall be employed at not less than step five (5) of the wage schedule.

For purposes of this section, continuous recent experience shall be defined as applicable clinical experience without a break in that experience which would reduce the level of clinical skills in the opinion of the Employer. The above commitment assumes full-time employment. Prior experience gained while working on a part-time basis may result in an adjustment to the starting pay rate.

8.3.1 If a new employee is hired above the minimum longevity step set forth in Section 8.3, any current employee in that job classification with the same or greater years of prior experience in the opinion of the Employer paid at a lower pay step will be brought up to the new employee's pay step (longevity step).

8.4 **Wage Premium in Lieu of Benefits.** In lieu of all benefits provided for in this Agreement (except for shift differential, callback pay, standby pay and step [wage] increases), full-time and part-time employees who are regularly scheduled more than forty-eight (48) hours per pay period may elect a fifteen percent (15%) wage premium. This option is only available to those "grandfathered" employees who have selected it as of December 1, 2017. If these "grandfathered" employees chose to accept benefits in the future, however, they may not go back to the premium in lieu of benefits option.

ARTICLE 9 – OTHER COMPENSATION

9.1 **Shift Differential.** Employees assigned to work the second (3 p.m. - 11:30 p.m.) shift shall be paid a shift differential of two dollars (\$2.00) per hour over the hourly contract rates of pay. Employees assigned to work the third (11 p.m. - 7:30 a.m.) shift shall be paid a shift differential of three dollars (\$3.00) per hour over the hourly contract rates of pay. Employees shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

9.2 **Standby Pay.** Employees placed on standby status off hospital premises shall be compensated at the rate of three dollars and seventy-five cents (\$3.75) per hour. Standby duty shall not be counted as hours worked for purposes of computing longevity steps or benefits. Employees on standby shall be provided with signal devices upon request. Employees who are on low census shall not be required to be on standby for that low census shift. The Employer shall rotate standby equitably among employees in the same job classification, department and shift. Employees who are on standby for more than one (1) position or campus shall receive an additional one dollar (\$1) per hour. Employees who are placed on standby for more than 60 hours per pay period will be paid at the rate of \$4.00 per hour.

9.3 **Callback Pay.** Any employee called back to work after completion of the employee's regular work day shall be compensated at the rate of time and one-half (1-1/2) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. When called back, the employee shall receive time and one-half (1-1/2) for a minimum of three (3) hours. The Employer reserves the right to require the employee to work or remain on the premises for the three (3) hour minimum callback period if the Hospital has reason to believe the employee's services will be needed. In no event shall an employee be paid for more callback hours than the number of assigned standby hours. Travel time to and from the hospital shall not be considered time worked. The minimum callback hours shall not apply when the employee reports for work in advance of the scheduled shift.

9.4 **Lead Pay.** Lead assignments are assigned by supervisor and are based on department needs and job classification. Employee shall receive a premium of one dollar and fifty cents (\$1.50) per hour.

9.5 **Preceptor Pay.** Any employee assigned as a preceptor (4.5) shall receive a premium of one dollar (\$1) per hour. (Reference definition in Section 4.5) Department Head or designee assign based on department need.

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

9.7 **Certification Pay.** An employee holding a specialty certification recognized and designated by the Employer shall be paid a premium of one dollar (\$1.00) per hour.

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

9.9 **Work on Day Off.** Full-time employees who work on their regularly scheduled day off shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for the hours worked. Part-time employees who work on a day not regularly scheduled shall be paid at the regular rate of pay, unless the employee is eligible for overtime pay as provided for in Section 7.5.

9.10 **Telephone Calls.** Telephone time while on standby or time off shall be considered time worked and shall be compensated at the appropriate rate of pay for a minimum of fifteen (15) minutes. Employees will be paid for telephone calls directly related to patient care only. Employees will not be paid for telephone calls related to payroll questions or schedule changes.

ARTICLE 10 - VACATION LEAVE

10.1 **Accrual.** Full-time and part-time employees shall receive annual leave based upon hours of work in accordance with the following schedule:

Upon Completion of: (2080 hours= 1 year)	Vacation Leave
1 year	10 days*(80 hours)
2 years, 3 years	10 days (80 hours)
4 years, 5 years	18 days (144 hours)
6 years, 7 years	19 days (152 hours)
8 years, 9 years	20 days (160 hours)
10 years, 11 years	21 days (168 hours)
12 or more years	23 days (184 hours)

*During the first year of employment, the employee will accrue vacation at the rate of two thirds (2/3) day per month. Upon completion of the first calendar year of employment, all annual leave accrued during the year will be credited to the employee's vacation account.

10.2 **Scheduling.** Vacation shall begin accruing the first day of employment. During the Introductory period, an employee is not eligible to receive compensation from the vacation account. Upon satisfactory completion of the required introductory period, an employee shall be eligible to take any vacation time which has accrued. All vacations must be scheduled in advance in accordance with Employer policies and be approved by supervision.

The Employer shall have the right to schedule vacation in such a way as will least interfere with patient care and work load requirements of the Employer. Patient care needs will take precedence over individual requests.

10.2.1 Vacation Request Procedure. All vacation requests must be in writing. Approvals are considered based on the staffing needs of the department. Each year, the Hospital shall receive vacation requests for the twelve (12) month period beginning April 1 and continuing through March 31 of the following year. Requests filed by February 28 shall be approved by seniority or denied in writing no later than March 31. Vacation approved during this time may not be rescinded due to requests made after February 28, regardless of seniority. Vacation requests made after February 28 will be approved based on date of request, or denied in writing within fifteen (15) days of submission or March 31, whichever is later. Vacation requested during the Thanksgiving, Christmas or New Year's holiday periods shall be assigned on a rotational basis. Employer retains the right to limit requests based on the needs of the department.

10.3 Work on Holidays. Employees who work on the following holidays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked on the holiday.

10.3.1 Additionally, Employees shall receive two (2) personal days, which shall be compensated at regular rate of pay. These personal days must be used within the calendar year in which they are made available or else they are forfeited.

10.4 Rotation of Holiday Work. Holiday work shall be rotated by the Employer to the extent possible. Calendar dates and times to be observed as holidays shall be specified by the Employer at least one (1) month in advance by notices posted in conspicuous locations in the hospital.

10.5 Payment Upon Termination. After completion of one (1) year of employment, employees shall be paid upon termination of employment for all vacation earned; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required twenty-one (21) days' prior written notice, or to those employees who are discharged for cause.

10.6 Pay Rate. Vacation pay shall be paid at the employee's regular rate of pay.

ARTICLE 11 – SICK LEAVE

As set forth in Addendum 4, the Employer and Union have established a new "Paid Sick Leave" policy designed to be fully compliant with Washington's Paid Leave law (effective January 1, 2018) and consistent with the parties' prior sick leave program to the extent consistent with federal, state and local laws.

ARTICLE 12 - HEALTH INSURANCE BENEFITS

12.1 Benefits Plan. As described and applied below, the Hospital shall provide the same access to benefits, benefit levels, costs and contribution rates and levels of health insurance coverage to bargaining unit employees as provided to other participants on the Acadia corporate health plan, which is being offered to bargaining-unit employees at the Mississippi plan less 10% cost at the time of ratification.

Employee premium amounts for 2018 will be limited to a 3% increase. Starting in 2019, however, employee premium amounts will increase with any 2019 rate increases under the Acadia corporate health plan, but the Hospital agrees that such increases for 2019 shall be capped at no more than 6%. Starting in 2020, employee contribution amounts for the Acadia corporate health plan may increase, but such an increase in employee premiums will be capped at no more than 6%.

To the extent consistent with the foregoing, there is neither decision nor effect bargaining obligations concerning access to benefits, benefit levels, costs and contribution rates and levels of health insurance offered to other participants, or any future changes related to any aspect of the Acadia corporate health plan. Although there is no

bargaining obligation, any increase in cost sharing or decrease in benefit levels shall be mentioned to the Union prior to implementation in accordance with Section 12.8.

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

12.3 **Workers Compensation.** The Employer shall provide Workers' Compensation insurance for all employees as required by law. The Employer may deduct only the amount mandated by law to be deducted from employee's pay. When an employee is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or annual leave may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the employee's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week.

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

12.5 **Tax Deferred Savings Plan.** A tax deferred savings plan is provided to employees for employee contributions. Eligibility requirements shall be defined in the plan documents.

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

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

12.8 **Plan Changes.** In the event the Hospital modifies its current plans or provides an alternative plan(s), the Hospital will review the plan changes with the Union prior to implementation. The Hospital shall notify the Union at least forty-five (45) days prior to the intended implementation date.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 **In General.** All leaves of absence other than those covered by the Paid Sick Leave Policy 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 to grant or deny the request shall be given by the Employer within thirty (30) days. A leave of absence begins on the first day of absence from work which will be defined as the effective date of the leave of absence on the leave request form. If a leave qualifies under both federal and state law or another leave provided for in this Agreement, the leaves shall run concurrently to the extent consistent with federal, state or local laws. Ordinarily, the employee must provide thirty (30) days advance notice to the Employer when the leave is foreseeable. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

13.2 **Maternity Leave.** A leave of absence shall be granted upon request of the employee for the period of disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of the employee's temporary physical disability, the employee shall return to work on the same unit, shift and former FTE status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. Consistent with the Paid Sick Leave policy (Addendum 4), the employee may use previously accrued sick leave during the period of disability and vacation thereafter to the extent accrued. Similarly, to the extent consistent with the Paid Sick Leave policy (Addendum 4) and applicable laws, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the employee's capability to

perform the work required of the position. Employees on approved maternity leave will have the option of continuing their existing group insurance coverage at their own expense during the length of the leave.

13.3 **Family Leave.**

(a)**State Law.** After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for the care of a newborn child, a newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to the date such leave starts. Except in special circumstances, employees must give at least thirty (30) days advance written notice of family leave. The Employer shall guarantee the employee's position if the employee returns from leave on or before the first day of the 13th week. If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first available opening for which the employee is qualified. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. An employee may guarantee her position (same department or unit, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

(b)**Federal.** Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1250hours during the previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

13.4 **Child Care Leave.** After one (1) year of continuous employment an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 13.3 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be eligible for the first available position for which the employee is qualified consistent with the process established in Section 5.1 of this Agreement. Such leave shall not exceed one (1) year.

13.5 **Health Leave.** After one (1) year of continuous employment a leave of absence shall be granted for health reasons upon the recommendation of a licensed medical practitioner for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to work on the same department or unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be eligible for the first available position for which the employee is qualified consistent with the process established in Section 5.1 of this Agreement. During this health leave of absence, the employee may use previously accrued sick leave consistent with the Paid Sick Leave policy (Addendum 4) and vacation thereafter to the extent accrued. To the extent consistent with the Paid Sick Leave policy and applicable laws, the Employer may require a statement from a licensed medical practitioner verifying the employee's health condition and attesting to the employee's capability to perform the work required of the position.

13.6 **Military Leave.** Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned annual leave time.

13.7 **Jury Duty.** All full-time and part-time employees who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Employees subpoenaed for proceedings not involving the Employer will be given unpaid release time.

13.8 **Personal Leave.** All full-time and part-time employees shall be granted three (3) days of personal leave per year without pay upon request; providing such leave does not adversely affect patient care.

13.9 **Bereavement Leave.** Up to twenty-four (24) hours of paid leave (prorated for part-time employees) in lieu of regularly scheduled work days shall be allowed for a death in the immediate family. An additional sixteen (16) hours of leave may be granted up to a maximum of forty (40) hours where extensive travel (greater than 500 miles) is required to attend the funeral. Immediate family shall be defined as spouse, registered domestic partner, grandparent, parent, stepmother, stepfather, brother, sister, stepbrother, stepsister, child, stepchild, or grandchild, and the same members of the employee's spouse's or registered domestic partner's family.

13.10 **Education Leave.** Employees shall be allowed up to thirty-six (36) hours of paid educational leave per year (prorated for part-time employees), provided, however, such leave shall be subject to budgetary and staffing considerations, scheduling requirements of the Employer and approved by the Department Director of the subject matter to be studied. As a condition to receiving education leave, employees will be expected to share the information at the department staff meeting.

13.10.1 **Education Expenses.** Subject to budgetary considerations and prior approval of the subject matter by the Department Director, full-time employees shall receive up to three hundred dollars (\$300) per year (prorated for part-time employees) for registration fees and related travel expenses.

These funds can be used for:

1. Certification training but not annual dues
2. Registration fees
3. Related travel expenses.

Unused amounts shall not be carried over from one fiscal year to the next.

13.11 **Leave Without Pay.** Employees on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of step (wage) increases or benefits.

13.12 **Leave With Pay.** Leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with the Employer.

13.13 **Return From Leave.** Employees who return to work on a timely basis in accordance with an approved leave of absence agreement shall be entitled to the first available opening for which the employee is qualified consistent with the provisions of Section 5.1 (Job Posting). Employees who have not returned to work by the expiration date of the approved leave of absence may be terminated.

ARTICLE 14 - LABOR-MANAGEMENT COMMITTEE

14.1 A Labor-Management Committee consisting of at least of three (3) persons appointed by the Employer and three (3) members of the bargaining unit selected by the union (and guests invited by the committee) shall be established to assist with personnel and other mutual problems. The purpose of the Committee shall be to foster improved communications between the Employer and the bargaining unit. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall meet upon request but not more frequently than quarterly. Such meetings shall not exceed two (2) hours in duration unless extended by mutual consent. All members of the Committee shall be employees of the Employer. With prior notification, the union staff representative may attend at the request of bargaining unit members.

14.2 **Health and Safety Committee.** The Employer will maintain a safe and healthful work place in compliance with Federal, State and local laws applicable to the safety and health of its employees. The Employer will continue its Safety Committee in accordance with regulatory requirements. The purpose of this Committee shall be to investigate safety and health issues and to advise the Employer of education and preventative health measures for the work place and its employees. The Committee shall include two (2) staff employee representatives appointed by the Union. Employees are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee and/or the Employer's Risk Manager by utilizing a "Quality Management Memo".

14.3 **Compensation.** All time spent by employees on Employer-established committees (including ad hoc or subcommittees) where attendance is required, and all time spent by members of Committees established by contract (Article 14) will be considered time worked and will be paid at the appropriate contract rate.

ARTICLE 15 – STAFF DEVELOPMENT

15.1 **Job-Related Study.** 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 Employer service.

15.2 **Approved Expenses.** When the Employer requires the employee to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), and the Employer does not provide the training at the facility, the Employer will pay approved expenses that are directly related to the program which shall include ACLS training.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 **Grievance Defined.** A grievance is defined as an alleged breach of the express terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

16.2 **Time Limits.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 10.3 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal and waiver of the grievance by the aggrieved party. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

16.3 **Grievance Procedure.** All grievances shall be submitted to the following grievance procedure:

Step 1. Immediate Supervisor

If any employee has a grievance, the employee shall first present the grievance in writing to the employee's immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance or any meeting held to discuss the grievance, whichever is later. Should the supervisor and the employee meet to resolve the grievance, a Unit Representative may attend the meeting at the employee's request.

Step 2. Manager or Director

If the matter is not resolved to the employee's satisfaction at Step 1, the employee (or the Union at the request of the employee) shall present the grievance in writing to the Manager or Director (and/or designee) within fourteen

(14) calendar days of the immediate supervisor's decision. If an employee does not report to both an immediate supervisor and a different Manager or Director the employee may skip Step 2 and proceed directly to Step 3 below. A meeting between the employee (and the Unit or Union Representative, if requested by the employee) and the Manager or Director (and/or designee) shall be held within fourteen (14) calendar days following the presentation of the Step 2 grievance for the purpose of resolving the grievance. The Manager or Director (or designee) shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Employer Administrator

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Employer Administrator (and/or designee) within fourteen (14) calendar days of the Step 2 decision. The Employer Administrator (and/or designee) shall meet with the employee and the Union Representative within fourteen (14) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Employer Administrator (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration /Mediation

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in steps 1, 2, 3 and 4, herein, the union may advance the issue to arbitration within fourteen (14) calendar days following receipt of the step 3 written reply. In lieu of arbitration, the Union and Employer may jointly choose to use grievance mediation as the final step in the grievance procedure. If mediation is not mutually agreed to, arbitration will take place. If the Employer and the union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties, subject to the following terms and conditions. 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. The arbitrator shall not substitute his judgment for that of the Employer in matters involving employee competency or ability, or in patient care issues where the Employer's judgment is based upon established job criteria and exercised in good faith. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration of the issue in dispute. The Arbitrator shall have no authority to award punitive damages or interest. 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, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. Except where specifically provided elsewhere in this Agreement, neither party shall be required during the term of this Agreement to provide the other party with any data, documents or information in its possession or under its control for any purpose except insofar as it may be relevant to a pending grievance or to pending negotiations for a renewal collective bargaining agreement; provided that appropriate notice has been given as required by Article 17. If necessary, the Arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

16.4 Resource Assistance. Human Resource personnel, Union representatives, and/or unit representative may participate in any phase of the dispute resolution procedure upon request by any of those involved in the dispute.

16.5 Termination. This grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Contract shall be null and void, and shall not be subject to this grievance procedure.

ARTICLE 17 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage operations including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies without prior decisional or effects bargaining, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis without bargaining or notice in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 18 - UNINTERRUPTED PATIENT CARE

It is recognized that the Employer is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slowdown or any other activity that interrupts, impedes or disrupts work, or the delivery of goods, services or patients/families to the Employer. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, picketing, walkout, slowdown, work stoppage or other activity in violation of this Article shall be subject to immediate dismissal. The Employer agrees that during this same time period, there shall be no lockouts.

ARTICLE 19 - GENERAL PROVISIONS

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

19.2 **Amendments.** Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

19.3 **Past Practices.** Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the staff in advance of the change.

19.4 **Complete Understanding.** The parties acknowledge that during the negotiations which resulted in this Agreement each party 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 Employer and the Union, for the term 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 not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

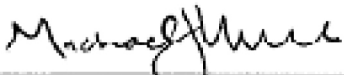
ARTICLE 20 - DURATION

This Agreement shall become effective July 1, 2017, and shall remain in full force and effect to and including June 30, 2020, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice by certified mail must be given to the Employer at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the contract.

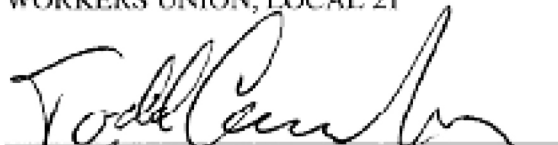
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15TH day of FEBRUARY, 2018.

CASCADE BEHAVIORAL HOSPITAL

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 21



Michael Uradnik, CEO



Todd Crosby, President



Patrick Pedersen Negotiator

ADDENDUM 1

TEN (10) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 (Flexible Work Schedules) of the Agreement between the Employer and the Union, employees may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Work Day.** The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10-1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks.

2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period to be designated by the Employer. Employees working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1-1/2) times the regular rate of pay for the first two (2) hours after the end of the shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than two (2) hours beyond the end of a scheduled shift, all additional overtime hours after twelve (12) consecutive hours of work for that shift shall be paid at double time (2x).

2. **Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between scheduled ten (10) hour shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one half. This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.

3. **Notification.** Employees working the day shift must notify the Employer two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the evening or night shift must notify the Employer three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.

4. **7/70 Schedule.** Employees scheduled to work seven (7) ten (10) hour days on duty, followed by seven (7) days off duty, shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all work performed on their scheduled week off duty.

5. **Bereavement Leave.** Ten (10) hour shift employees will be allowed up to three (3) scheduled shifts of time off work for bereavement leave. The Employer will provide up to twenty-four (24) hours of pay during this period of time off. Two (2) additional scheduled shifts may be granted off where extensive travel is required to attend the funeral with up to sixteen (16) hours of pay. An employee may request annual leave to make up the difference between hours scheduled and hours paid as bereavement leave.

ADDENDUM 2

TWELVE (12) HOUR SHIFT SCHEDULE

In accordance with Section 7.3 (Flexible Work Schedules) of the Agreement between the Employer and the Union, employees may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Work Day.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12-1/2) hours to include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute paid rest breaks. Double time after the 13th hour.
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period to be designated by the Employer. Employees who work in excess of twelve (12) hours but up to 13 hours in a day or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1-1/2) times the regular rate of pay. If an employee works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. **Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between scheduled twelve (12) hour shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be at time and one half. This Section shall not apply to time spent for educational purposes, committee meetings, staff meetings, or to time spent on standby and callback assignments performed pursuant to Article 9.
4. **Notification.** Employees working the day shift must notify the Employer two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Employees working the evening or night shift must notify the Employer three (3) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled.
5. **Work On Day Off.** If an employee is regularly schedule to work thirty-six (36) or more hours per week, the employee will be regarded as a full-time employee for purposes of Section 7.9 (Work On, Day Off), of the Agreement.
6. **Bereavement Leave.** Twelve (12) hour shift employees will be allowed up to three (3) scheduled shifts of time off work for bereavement leave. The Employer will provide up to twenty-four (24) hours of pay during this period of time off. Two (2) additional scheduled shifts may be granted off where extensive travel is required to attend the funeral with up to sixteen (16) hours of pay. An employee may request annual leave to make up the difference between hours scheduled and hours paid as bereavement leave.

ADDENDUM 3

JOB GROUPS

Social Worker

Chemical Dependency Professional

Therapist, including but not limited to Recreational

ADDENDUM 4

Paid Sick Leave Policy

The parties negotiated this Paid Sick Leave policy, in part, to comply with Washington's Paid Leave law (effective January 1, 2018) and incorporated elements of the Employer's prior sick leave program to the extent consistent with federal, state and local laws. In general, paid leave accrued under this policy may be used by employees to care for their health, the health of their family members, and safe time for employees or family members related to domestic violence, sexual assault, or stalking.

Eligibility:

All bargaining-unit employees shall be able to use accrued leave under this policy on the 90th day following the commencement of employment.

Using Paid Sick Leave and Definitions:

Paid sick leave may be used for the following:

- An employee's mental or physical illness, injury or health condition
- Preventative care such as a medical, dental or optical appointments and/or treatments
- Care of a family member with an illness, injury or health condition
- Preventative care for family members
- Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons
- If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

For purposes of this policy, "Family Member" is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, registered domestic partner, spouse's parent, grandparent, grandchild or sibling.

Sick Leave Accrual and Carryover:

Employees accrue sick leave at the rate of eight (8) hours for each 173.3 hours worked (.04616 hours for each hour worked). At the end of the calendar year, unused paid sick leave balances of 480 hours or less will carry over to the following year.

Unused accrued paid sick leave will not be paid out to the employee upon termination, resignation, retirement or other separation from employment.

If an employee leaves employment with CBH and is rehired within 12 months of separation, any accrued, unused sick leave will be reinstated to the employee's paid sick leave balance assuming such balance was not paid out to the employee.

If an employee is rehired within 12 months of separation, the employee will not be required to wait another 90 days to use the accrued paid sick leave if the employee met that requirement during the previous period of employment. If an employee did not meet the 90-day requirement for the use of paid sick leave prior to separation, the previous period of time the employee worked for CBH will count towards the 90 days for purposes of determining the employee's eligibility.

Rate of Pay:

Paid sick leave is paid at the employee's base pay hourly rate at the time the leave is taken. It does not include overtime or other premium pay. Hours taken as paid sick leave will not be included in calculating overtime.

Employees will be notified of their paid sick leave balances each payroll cycle on their pay stubs made available through UltiPro.

Notice of Leave Usage:

Employees who miss work for reasons covered by this policy are required to comply with the notice procedures outlined herein. Employees who need to use paid sick leave are strongly encouraged to notify their supervisor or manager as soon as possible so patient needs and staffing requirements can be met. Whenever possible, the request to use accrued paid sick leave should include the expected duration of the absence and the general nature of the leave being requested without providing information regarding the specific medical condition.

Whenever the need to use paid sick leave is foreseeable, (such as a planned treatment or procedure whether for the employee or his/her family members) a written request to take paid time off shall be provided by the employee to his/her supervisor as early as possible, but no less than at least 10 days before the leave is expected to start. If the need to use of paid sick leave is foreseeable, but not sufficiently to provide the requisite 10-day notice, the written request must be given to his/her supervisor as early as possible in advance of the foreseeable absence. Further, the employee must give advance oral notice or written notice to his/her supervisor as soon as possible for the foreseeable use of paid sick leave to address issues related to the employee or his/her family member being a victim of domestic violence, sexual assault or stalking.

If the need to use paid sick leave is not foreseeable (such as when there is an unforeseeable absence due to employee or family member illness or injury) the employee must provide notice of the need to use paid sick leave as soon as practical, and must generally comply with the normal notification policies and/or procedures for unscheduled absences where the employee was scheduled to work, unless impracticable to do so. While factually-extenuating circumstances will be considered, “as soon as practical” will generally mean providing notice of an unforeseen paid sick and safe leave absence at least 1 hour before the start of the employee’s work day. In the event it is not possible to provide notice of an unforeseeable absence, a person, on the employee’s behalf, may provide such notice. In the case of an unforeseen absence related to domestic violence, sexual assault or stalking; however, oral or written notice needs to be provided no later than the end of the first work day that the employee takes such leave, if possible.

Verification:

If employee or family member illness, injury, disability, diagnosis or treatment that leads to more than three consecutive work days of absence from scheduled work, CBH may require documentation by the employee’s or his/her family member’s healthcare provider upon request. If this verification requirement causes an unreasonable burden or expense for the employee, he/she may object by promptly notifying Human Resources and discussing why the leave was authorized. CBH will consider the employee’s explanation and make a reasonable effort to identify and provide possible alternatives to mitigate any unreasonable burden or expense.

Retaliation prohibited: Any discrimination or retaliation against an employee for lawful exercise of paid sick and safe leave rights is not allowed. Employees will not be disciplined for the lawful use of paid sick and safe leave under this policy. If an employee feels they are being discriminated or retaliated against, the employee may contact Human Resources.

LETTERS OF UNDERSTANDING

1. **Voluntary Political Action Fund Deductions:** The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse Cascade Behavioral Health for its reasonable cost of administering the VPAF check off in the parties' Collective Bargaining Agreements. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the VPAF check off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check off.

Current	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Base	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 12	YR 14	YR 16	YR 18	YR 20	YR 22	YR 24
JOB TITLE																		
CD Counselor	\$ 22.43	\$ 23.01	\$23.54	\$24.15	\$24.75	\$ 25.39	\$ 26.00	\$26.66	\$ 27.30	\$28.01	\$ 28.71	\$29.57	\$ 30.42	\$ 31.27	\$ 32.11	\$33.06	\$34.06	\$ 34.74
MSW	\$ 26.80	\$ 27.46	\$28.14	\$28.85	\$29.56	\$ 30.30	\$ 31.07	\$31.87	\$ 32.64	\$33.45	\$ 34.29	\$35.65	\$ 36.75	\$ 37.85	\$ 38.94	\$40.12	\$41.30	\$ 42.13
Therapist	\$ 25.51	\$ 26.12	\$26.78	\$27.47	\$28.15	\$ 28.85	\$ 29.56	\$30.32	\$ 31.08	\$31.85	\$ 32.65	\$33.96	\$ 35.00	\$ 36.04	\$ 37.08	\$38.19	\$39.33	\$ 40.12

Effective 7/1/17	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Base	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 12	YR 14	YR 16	YR 18	YR 20	YR 22	YR 24
JOB TITLE																		
CD Counselor	\$22.77	\$23.36	\$23.89	\$24.51	\$25.12	\$25.77	\$26.39	\$27.06	\$27.71	\$28.43	\$29.14	\$30.01	\$30.88	\$31.74	\$32.59	\$33.56	\$34.57	\$35.26
MSW	\$27.20	\$27.87	\$28.56	\$29.28	\$30.00	\$30.75	\$31.54	\$32.35	\$33.13	\$33.95	\$34.80	\$36.18	\$37.30	\$38.42	\$39.52	\$40.72	\$41.92	\$42.76
Therapist	\$25.89	\$26.51	\$27.18	\$27.88	\$28.57	\$29.28	\$30.00	\$30.77	\$31.55	\$32.33	\$33.14	\$34.47	\$35.53	\$36.58	\$37.64	\$38.76	\$39.92	\$40.72

Effective 7/1/18	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Base	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 12	YR 14	YR 16	YR 18	YR 20	YR 22	YR 24
JOB TITLE																		
CD Counselor	\$23.05	\$23.65	\$24.19	\$24.82	\$25.44	\$26.09	\$26.72	\$27.40	\$28.06	\$28.79	\$29.50	\$30.39	\$31.26	\$32.14	\$33.00	\$33.98	\$35.00	\$35.70
MSW	\$27.54	\$28.22	\$28.92	\$29.65	\$30.38	\$31.14	\$31.93	\$32.75	\$33.54	\$34.38	\$35.24	\$36.64	\$37.77	\$38.90	\$40.02	\$41.23	\$42.44	\$43.29
Therapist	\$26.22	\$26.84	\$27.52	\$28.23	\$28.93	\$29.65	\$30.38	\$31.16	\$31.94	\$32.73	\$33.55	\$34.90	\$35.97	\$37.04	\$38.11	\$39.25	\$40.42	\$41.23

Effective 7/1/19	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Base	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 12	YR 14	YR 16	YR 18	YR 20	YR 22	YR 24
JOB TITLE																		
CD Counselor	\$23.34	\$23.94	\$24.49	\$25.13	\$25.75	\$26.42	\$27.05	\$27.74	\$28.41	\$29.15	\$29.87	\$30.77	\$31.65	\$32.54	\$33.41	\$34.40	\$35.44	\$36.15
MSW	\$27.89	\$28.57	\$29.28	\$30.02	\$30.76	\$31.53	\$32.33	\$33.16	\$33.96	\$34.81	\$35.68	\$37.10	\$38.24	\$39.38	\$40.52	\$41.75	\$42.97	\$43.83
Therapist	\$26.54	\$27.18	\$27.87	\$28.58	\$29.29	\$30.02	\$30.76	\$31.55	\$32.34	\$33.14	\$33.97	\$35.34	\$36.42	\$37.50	\$38.58	\$39.74	\$40.92	\$41.74

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 46,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

“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.”

Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your
rights:**

www.ufcw21.org

*Our mission: building a powerful Union that fights for economic,
political and social justice in our workplaces and in our communities.*

VISIT UFCW21.ORG:

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RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

UFCW 21

Todd Crosby, President • Faye Guenther, Secretary-Treasurer

**Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438
Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909
Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979
Spokane: 1710 N Callispel, Spokane, WA 99205-4808, Phone 509-340-7369, Fax 509-624-1188**