

Agreement by and between

# **UFCW 21 and Jefferson Healthcare**



**Professional, Technical and Service/Maintenance,  
Business Office, Medical Office and Clinic Employees**

**Effective through: 2/27/2019 - 10/31/2021**



# 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:

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My Union Steward:

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**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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THIS AGREEMENT is made and entered into by and between Jefferson County Public Hospital District No. 2 d/b/a Jefferson Healthcare, hereinafter referred to as the “Employer,” and UFCW Local 21 chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the “Union”.

## PREAMBLE

The purpose of this Agreement is to facilitate the achievement of the mutual goals of providing quality patient care by establishing an orderly system of Employer-Health Care Worker Relations which will contribute to productive and efficient patient care and the resolution of mutual problems.

## ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all regularly scheduled full-time and part-time professional, technical and service/maintenance, business office and medical records employees of the employer in existing represented job classifications at all existing locations, but excluding all administrative/management positions, supervisors, temporary/per diem employees, students, physicians, physician assistants, office managers, nurse practitioners, and all other employees.

1.2 Accretion. For new clinics solely developed, operated, and owned by the Employer, subject to applicable legal standards for accretion under PERC statutes and case law, the terms of this Agreement shall apply to employees at such clinic with a job title in Appendix A to this Agreement. For employees with job titles not in Appendix A to this Agreement, the Employer shall have the right to establish and implement the initial terms and conditions of employment for employees at such clinic, including whether they shall be represented by the Union, and the Employer will notify the Union of terms and conditions covering any such employee. Upon written request by the Union within 45 days of the notice, the Employer agrees to meet with the Union to discuss whether any clinic employees should be represented by the Union, and, for employees represented by the Union, to bargain over the terms and conditions of those employees at such clinic(s). No clinic employees who are not represented by the Union shall be put onto the Sound Health and Wellness medical benefit plan without prior consent of the Union.

This accretion clause does not apply to pre-existing clinics that are acquired by the Employer. Nor does it apply to ancillary non-clinical facilities or departments, such as a wellness or daycare center.

## ARTICLE 2 – EQUAL OPPORTUNITY

The Hospital and the Union agree not to discriminate or condone harassment in any manner in conformance with applicable federal and state laws, against any employee or applicant for employment by reason of race, color, creed, national origin, religion, sex, age, mental, physical or sensory disability, marital status or union membership subject to occupational requirements and ability to perform within those requirements.

## ARTICLE 3 – UNION MEMBERSHIP AND REPRESENTATION

3.1 Membership. All employees subject to this Agreement shall elect:

- to become or remain members of the Union.
- to not become or remain members of the Union.



Non-members have the option to pay or not pay an agency fee to the Union for representation services.

Union membership applications and payroll deduction cards will be distributed to each new employee during orientation. The Hospital will notify employees of the requirements of this article at time of hire and after ratification.

3.1.1 Any employee who is a member of and adheres to established and traditional tenets of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, or an employee who has a philosophical objection to same who was hired before November 12, 2001, shall not be required to join or financially support the Union as a condition of employment. In the alternative, the employee will be required to pay a monthly amount equal to the Union membership fee to a 501C charitable organization. This alternative must be declared in writing by the employee.

3.2 Dues Deduction. Upon presentation of a voluntarily submitted, individually signed authorization form, the Hospital agrees to deduct from the paycheck of each employee the monthly dues, agency fees as applicable, and the initial initiation fee upon hire required of members of the Union during the life of this Agreement. The amounts deducted will be transmitted to the Union by check payable to its order on or before the tenth (10th) of each following month. Upon issuance and transmittal of the check to the Union, the Hospital's responsibility shall cease with respect to deductions covered thereby. Employees may elect to begin or terminate deduction of dues or agency fee payments no less frequently than once per year. Upon request employees shall promptly receive notice of their next dues deduction election period from a Union Membership Services Representative. Elections to begin or to terminate wage deductions shall be submitted in writing to the Union with a copy to the Employer, and shall become effective on the following regular pay period. The Union and each employee authorizing the assignment of her/his wages for the payment of Union dues or agency fees hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits, or other forms of liability that may arise against the Hospital for and on account of any such deduction made from the wages of an employee pursuant to the terms of this section. The Employer will give each newly hired employee a copy of this agreement provided by the union, direct the employee to the Union website [ufcw21.org](http://ufcw21.org) or for questions to the UFCW21app. Additional copies of this agreement, provided by the Union, shall be available in Human Resources.

3.3 Voluntary Political Action Fund Deduction. During the term of this Agreement, the Hospital shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Hospital, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least two dollars (\$2.00) per month. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions. The Union and employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on account of any deduction made from the wage of such employee.

3.4 Bargaining Unit Information - Employee Roster. Upon the signing of this Agreement and, as requested by the Union but not more than monthly, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include the name, address, classification, Social Security Number, date of hire, hourly rate of pay, FTE, and regular hours worked for each employee. Each month the Employer shall also send a list with the information from the prior paragraph for those persons covered by this Agreement who were hired or terminated during the previous month.

3.5 Union Access/Representatives. The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating working conditions and grievances; provided, however, the Union representatives first notify the Director of Human Resources or a designee of the area(s) where the Union representatives will visit. A member or shop steward will accompany the Union representative to secure areas. Such visits shall not interfere with or disturb employees in the performance of work, shall not take place in patient care areas or interfere with patient care, and shall be limited to areas which do not violate Employer security and/or confidential Employer files.

3.6 Bargaining Shop Stewards. The Union shall have the right to select bargaining shop stewards from among the employees in the unit. The bargaining shop stewards shall not be recognized by the Employer until the Union has given the Employer notice of the selection, which will be kept up to date on the bulletin boards on a monthly basis. The officers shall be the designated grievance representatives.

3.7 Bulletin Board. Designated space will be provided in every employer-designated employee break area represented by the Union for bulletin boards. Existing designated space will not be reduced, even if the employer changes designated break areas. The Union, accompanied by a member or shop stewards to secure areas, shall be permitted to post Union announcements and notifications of professional activities in the designated areas. One mailbox will be provided for designated Union Representatives.

3.8 Contract and Job Descriptions. The Hospital will give each newly-hired employee a copy of this Agreement, a membership application and payroll deduction form, and the employee's job description. The Union will provide copies of this Agreement to the Employer. Additional copies of this Agreement, provided by the Union, shall be available in the Human Resources Department. The Hospital shall provide the Union with current job descriptions of employees covered by this Agreement and subsequent revisions of these descriptions.

3.9 New Hire Orientation. The Employer will provide the Union access to new hires at the time of the orientation for the purpose of introduction and orientation to the Union. The bargaining unit representative and the Union will be notified of new hires within fifteen (15) days of hire and at least five (5) days prior to the New Hire Orientation. The bargaining unit representative and new employees will be allowed one-half (1/2) hour of unpaid time at the end of the orientation session to introduce the union contract to employees. The new employee will receive one-half (1/2) hour of pay for this time.

3.10 Meeting Rooms. The Union shall be permitted to use designated premises of the Hospital for meetings of the bargaining unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available.

3.11 Negotiations. Supervisors will make a good faith effort to release bargaining shop stewards and negotiation team members for purposes of joint negotiations. Employees seeking

release from work for purposes of joint negotiations will give notice to their supervisor of requested release days as soon as such dates are confirmed. These hours will be considered leave without pay unless the employee elects to take PTO.

#### ARTICLE 4 – MANAGEMENT RIGHTS

The Union recognizes the rights of the Hospital to operate and manage the Hospital including, but not limited to, the rights to establish and require standards of performance; to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit, contract out or curtail the whole or any part of the operation; to select, hire, classify, assign, promote and transfer employees; to discipline, demote or discharge employees for cause; to lay off and recall employees; to require reasonable overtime work of employees; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Hospital, shall not be exercised so as to violate any of the specific provisions of this Agreement.

#### ARTICLE 5 – DEFINITIONS

5.1 Probationary Employee. An employee shall be considered a probationary employee during the first ninety (90) days of employment. After ninety (90) days of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period, not to exceed sixty (60) days. Probationary employees shall accrue benefits and be eligible to use them based on their status as full-time or part-time employees, as defined below. During or prior to the conclusion of the probationary period, either the Hospital or the employee may decide to terminate the employment relationship for any reason without notice or pay in lieu of notice; such terminations shall not be subject to the grievance procedure of this Agreement.

5.2 Regular Full-time Employee. An employee, so classified on the Hospital's employment records, who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

5.3 Regular Part-time Employee. An employee, so classified on the Hospital's employment records, who is regularly scheduled to work sixteen (16) hours or more but less than forty (40) hours per week, or who regularly works sixteen (16) hours or more per week on an average for a period of six (6) months or more and who has successfully completed the required probationary period. Provided they meet specified eligibility requirements for such benefits, part-time employees shall accrue benefits pro rata based on hours paid.

5.4 Per Diem Employees. Employees regularly working less than forty percent (40%) of full-time (sixteen [16] hours per week) on average over a period of three (3) consecutive months are classified as per diem employees. If a per diem employee works more than 832 hours in a department in a 12 month period, the Employer will review whether a regular position should be added to the bargaining unit. An employee who believes he or she is improperly classified may file a grievance to have that issue reviewed by the Employer and the Union. The Employer will report per diem hours to a designated Shop Steward and the Union quarterly. The Shop Steward will be designated by the Union.

5.4.1 If a bargaining unit employee chooses to accept a per diem position, seniority will be retained if she/he returns to a bargaining unit position within one (1) year of making the change.

5.4.2 The probationary period for per diem employees who accept bargaining unit positions shall be from their original date of hire into the bargaining unit, with the exception of the employee who returns, as in Section 5.4.1 above, to the bargaining unit within one (1) year.

5.5 Temporary Employees. Employees hired to work during a period of up to six (6) months when the Hospital requires a temporarily augmented work force are classified as temporary employees. The six (6) month period may be extended if necessary based on a bona fide business justification with the consent of the Union. An employee who believes he or she is improperly classified under this classification may file a grievance to have that issue reviewed by the Hospital and the Union.

5.5.1 If a bargaining unit employee chooses to accept a temporary position, seniority will be retained if the employee returns to a bargaining unit position within one (1) year of making the change.

5.6 Charge Pay. Whenever a bargaining unit member is temporarily assigned in writing to assume non-supervisory charge responsibilities for a department manager when the department manager is absent, that individual shall receive a one dollar (\$1.00) per hour premium. The absence of a manager will not result in the assignment of non-supervisory charge responsibilities to a bargaining unit member without written authorization. A person who is already receiving additional pay for leadership assistance in a department is not eligible for additional pay in this category nor will any employee have that pay reduced because of this section.

5.7 Month and Year (FTE). For purposes of this Agreement and the method of computing wages and benefits provided herein, unless otherwise provided, a "month" shall be defined as one hundred seventy-three and three-tenths (173.3) paid hours and a "year" shall be defined as two thousand eighty (2080) paid hours of employment.

5.8 Base Rate of Pay. An Employee's base hourly rate excluding all premiums and shift differentials except for Certifications.

5.9 Regular Rate of Pay. The statutorily defined and required overtime pay calculation during the designated work week period.

5.10 Premium. Any pay provided to an employee above the base hourly rate, other than statutory overtime pay.

## ARTICLE 6 – EMPLOYMENT PRACTICES

6.1 Job Posting. The Employer shall continue its present practice of posting notices of all openings for regular positions covered by this contract for a period of seven (7) days electronically on its website in advance of filling the position in order to afford present employees an opportunity to apply for consideration.

6.2 Health Examinations. The Hospital will provide health screens in accordance with federal and state guidelines.

6.3 Evaluations. The Employer shall maintain a performance evaluation program which should be considered as a step in bringing about and determining progress in personal and professional growth and development. Employees shall receive a written evaluation prior to the end of the probationary period and at least annually thereafter. The Employer shall use criteria based on job descriptions, as well as the Employer's mission, vision, and values, to evaluate employees. Employees shall be provided the opportunity to read, sign and respond to their evaluations. Should the employee disagree with the evaluation and provide a written response, such objection shall be retained with the evaluation in the employee's file. The employee shall be given a copy of his/her evaluation upon request. Evaluations are not for the purpose of discipline, and accordingly are not subject to the grievance process.

6.4 Personnel Files. By appointment, employees shall have access to their personnel files. Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel file. Except for documents addressing matters involving serious misconduct (for example, breach of patient confidentiality, patient abuse, harassment, stealing, assault, substance abuse, violation of "last chance agreements," etc.), separate written or oral notices will, upon request, be removed from the personnel file after two (2) years, provided no further related discipline has been issued during that period. In such cases, the warning notice will not be used to support further discipline.

6.4.1 Personnel Action Forms. Personnel Action Forms will be used to state pay step, shift and FTE status as indicated on job postings. This will not constitute an individual job contract and will conform with all other definitions and provisions of this Agreement. A copy of the Personnel Action Form will be given to the employee and one will be retained in the personnel file.

6.5 Meals. If requested, the Hospital shall provide a meal at no cost to employees who work a double shift.

6.6 Employee Handbook. Each employee shall be provided with a copy of the Employee Handbook at the time of hire. The material in this handbook is not intended to replace or change the collective bargaining agreement and shall not constitute a contract.

6.7 Bridging Benefits. Regular employees who (1) resign and are reemployed by the Hospital within twenty-four (24) months of the date of their resignation, or (2) who transfer out of the bargaining unit and return to the bargaining unit within twenty-four (24) months, or (3) who transfer to a non-benefit eligible position (i.e., per diem or temporary) and transfer back to a benefit-eligible position within 24 months shall be credited with the same benefit levels they had earned as of the date of resignation. They shall neither lose nor gain benefit accumulation during such an absence.

6.8 Seniority Roster. A seniority roster will be available in the Human Resources Department and provided to the Union upon request.

6.9 Uniforms. The Hospital will make scrubs and/or protective clothing available and laundered in units where the Hospital determines that working conditions require such attire. This article does not apply to the clinics.

6.10 Notice of Resignation. Regular employees shall give not less than fourteen (14) calendar days' prior written notice of resignation, not to include any PTO. Failure to give such notice shall

result in forfeiture of any accrued benefits, including PTO. The Employer, at its discretion, may give consideration to situations that would make such notice by the employee impossible.

6.11 Notice of Termination. Regular employees shall receive at least fourteen (14) calendar days' prior written notice of termination or pay in lieu thereof unless discharged for just cause.

6.11.1 Payment Upon Termination. After completion of the probationary period, employees shall be paid upon termination of employment for all PTO earned but unused, subject to the conditions set forth in Article 10.

6.12 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. The employee shall be required to sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge in the judgment of the Employer. An employee may request the attendance of a Union representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action.

6.12.1 Notification to Union. The Hospital will notify the Union, in writing, within twenty-four (24) hours, exclusive of weekends and holidays, following notice of discharge or suspension of any employee in the bargaining unit. Inadvertent failure to notify shall have no effect on the validity of the disciplinary action taken.

6.13 Work Assignment. The Employer retains the right to assign employees during a shift to work on any unit, department, or clinic to meet patient care needs. Such employees will be expected to perform all basic functions of their position but will not be required to perform tasks or procedures specifically applicable to the unit for which they are not qualified or trained to perform. Employees working in a higher classification as a result of such an assignment will, while working in the higher classification, receive the rate of pay applicable to the employee's current step but on the higher classification's wage scale. Employees performing work outside of the central Hospital campus will be paid for mileage pursuant to the Employer's policy.

## ARTICLE 7 – SENIORITY

7.1 Definition. Seniority shall mean a full-time or part-time employee's continuous length of service in the bargaining unit from most recent date of hire.

7.2 Where such factors as qualifications, competence and efficiency are considered equal by the Employer, seniority shall be the controlling consideration in determining transfers, shift changes, layoffs and recall from layoffs, job vacancies and promotions to positions within the bargaining unit, and vacation scheduling. The Employer shall be the sole judge of the qualifications, competence and efficiency of its employees.

7.3 Seniority shall terminate upon discharge, resignation, retirement, twelve (12) consecutive months of layoff, twenty-four (24) months of educational or union leave or more than six (6) months of other leave of absence.

7.3.1 If an employee transfers to another Jefferson County Public Hospital District, No. 2, bargaining unit and returns to this bargaining unit within twenty-four (24) months,

the employee's prior bargaining unit seniority accrued to the date of transfer shall be reinstated.

7.4 Restructure. Restructure means the reallocation of employees within a department or departments due to the merger, consolidation or other overall reorganization of departments resulting in a mandatory shift change, a mandatory department change, a mandatory job reclassification and/or a change in FTE status. Determinations regarding the staffing of departments, including whether a restructure of a department or departments is advisable, are the exclusive right of the Employer. Attempts will be made to accomplish a department restructure through intra-department transfers, to the extent possible.

7.5 Restructure Process.

7.5.1 In the event of a restructure the Hospital will determine and provide the number of FTEs by shift, seniority list, number of vacancies, qualification requirements, and proposed schedule grid to the Union and affected units ninety (90) days prior to implementing the proposed restructure. Within twenty (20) business days of providing such information, the Hospital will be available to meet with the Union and the lesser of twenty-five percent (25%) of the affected unit or up to five (5) representatives from affected units to discuss the procedures to be utilized to accomplish the restructure.

7.5.2 The Employer will post the following information on the unit(s) affected by the restructure for ten (10) business days: post-restructure FTEs by shift, seniority list, qualification requirements, and schedule grid. Employees on the affected units will apply in writing by the order of preference for restructured positions on their unit. Except in the event of a mandatory job reclassification, employees may only apply for the same job classification that they hold pre-restructure. Upon conclusion of the bidding process, the new schedule will be posted according to Article 8.4 (Work Schedule).

7.5.3 Article 7.6, Layoff, will not apply for employees who are offered and reject a comparable position as part of a restructure. For the purpose of this article, a comparable position is defined as a position with no change in shift (day, evening, or night), an FTE change of less than 0.2, and/or an FTE reduction that does not result in a loss of eligibility of medical coverage for the employee, the employee's spouse, or the employee's dependent(s).

7.6 Layoff. In the event of a layoff, the Employer will send notice of impending layoff to all employees and the Union twenty-one (21) days prior to the implementation of the layoff. Qualified bargaining unit employees will be utilized prior to per diem staff in all areas of the Hospital and/or Clinics in the event of a layoff, unless the per diem employee has a needed skill not held by the regular employee. The Union and the Employer shall meet five (5) days from the notice of layoff to review the layoff order. The following order of layoff shall be followed by the Employer subject to the qualifications set forth:

- a. Per diem employees (subject to the skill limitation discussed above);
- b. Probationary employees; and
- c. Regularly scheduled employees in reverse order of service by seniority.

Seniority shall be the determining factor for layoff and recall, subject to the qualifications set forth in Article 7.2. If a more senior employee does not elect to take a position of a less senior

employee, then the latter will be retained to assure that all shifts and areas are covered adequately.

7.7 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from date of layoff. When a vacancy occurs, employees will be reinstated in the reverse order of the layoff, subject to the qualifications set forth in Article 7.2. An employee shall not accrue seniority while on layoff status. Upon reinstatement, the employee shall begin to accrue seniority and other benefits and shall have previously accrued benefits and seniority restored.

## ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.1 Workday/Work Period. A normal workday shall consist of eight (8), ten (10), or twelve (12) hours of work to be completed within eight and one-half (8 1/2), ten and one-half (10 1/2), or twelve and one-half (12 1/2) consecutive hours, respectively, with a thirty (30) minute unpaid meal period. The normal work period shall consist of up to forty (40) hours of work within a seven (7) day period or up to eighty (80) hours of work within a fourteen (14) day period. Any deviation from this must comply with Article 8.10 (Flex Shifts).

8.1.1 For employees working in the clinics, the work schedule end point may vary depending upon physician hours.

8.2 Contractual and Statutory Overtime. All time worked in excess of the normal workday as defined above shall be considered contractual overtime. All time worked in excess of forty (40) hours in the work week period in accordance with federal and state law shall be considered as statutory overtime.

8.2.1 The Employer and the Union agree that both contractual and statutory overtime should be discouraged and shall only be worked by mutual consent except in cases of disaster (Section 17.5) or where patients would be abandoned or departmental function compromised if the employee were to leave.

8.2.2 All contractual overtime must be authorized by the Employer and will be paid to the nearest tenth (1/10) of an hour. Contractual overtime shall be paid as follows for employees working at the Hospital:

(a) Employees working an eight (8) hour shift shall be paid contractual overtime at a rate of one and one-half (1 1/2) times the employee's base hourly rate of pay; all time worked in excess of twelve (12) consecutive hours shall be paid at two times (2x) the base hourly rate of pay.

(b) Employees working a ten (10) hour shift schedule shall be paid contractual overtime at a rate of one and one-half (1 1/2) times the employee's base hourly rate of pay for the first hour (1) hour after the end of the ten (10) hour shift and all hours after eleven (11) consecutive hours of work for that shift shall be paid at the premium rate of double time (2x) the base rate of pay.

Example: 7:00 a.m. to 5:30 p.m. (10 hour shift)  
5:30-6:30 p.m. = 1 1/2 x  
6:30 p.m. on = 2x



(c) Employees working a twelve (12) hour shift schedule shall be paid contractual overtime at the rate of one and one-half (1½) times the base rate of pay for the first hour (1) hour after the end of the twelve (12) hour shift and all hours after thirteen (13) consecutive hours of work for that shift shall be paid at the premium rate of double time (2x) the base rate of pay.

Example: 7:00 a.m. to 7:30 p.m. (12 hour shift)  
7:30-8:30 p.m. = 1 ½ x  
8:30 p.m. on = 2x

Contractual overtime will be paid as follows for employees working in the Clinics:

Employees working in the Clinics shall receive compensation at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for all work performed in excess of one hour beyond the greater of a normal workday as defined in 8.1 or their regularly scheduled shift.

Example: 8:30 a.m. to 5:00 p.m. (8 hour shift)  
5:00 p.m. to 6:00 p.m. = regular hourly rate  
After 6:00 p.m. = 1 ½ x

8.2.3 In lieu of contractual overtime payments, if an employee works in excess of the employee's normal work day (as defined in 8.1), the employee may, with their manager's approval, reduce a future scheduled normal work day in the same workweek by the amount worked in excess. If the agreement for flex time is unable to be fulfilled due to unforeseen circumstances overtime shall be paid as defined in 8.2.

8.2.4 For statutory overtime purposes only, employees will be paid at one-and-one-half times the regular rate of pay in accordance with federal and state law.

8.2.5 Time paid for but not worked shall not count as time worked for the purpose of computing contractual (8.2.2) and statutory (8.2.4) overtime pay.

8.2.6 There shall be no pyramiding or duplication of contractual overtime (8.2.2), statutory overtime (8.2.4), or premium pay, with the sole exception that the Employer will pay holiday premium pay (10.7) to employees that work on holidays listed in Article 10.7 (as observed per Article 10.8), and will also include those holiday hours worked in calculating statutory overtime due for the work week in which the holiday falls.

8.3 Meal and Rest Periods. Meal periods and rest periods shall be administered in accordance with this agreement or as designated by individual units or shifts. All employees shall receive an unpaid thirty (30) minute meal period during each regular workday unless a one (1) hour meal period is agreed to by the Employer and the Union. Employees shall also receive two (2) paid rest periods of fifteen (15) minutes each during each eight (8) or ten (10) hour workday. The meal period must occur between the second and fifth hours of an employee's shift unless requested by the employee. Employees required by supervision to work during this meal period shall be compensated for such time at one and one-half (1 1/2) times the base hourly rate of pay if provided for in accordance with Section 8.2. There shall be no retaliation for recording missed breaks.

#### 8.4 Work Schedule.

Hospital employees. The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation. The Hospital shall determine and post monthly work schedules by the twentieth (20th) of the month immediately preceding the month for which the schedule is effective. Employee requests for special scheduling consideration must be received in writing by the tenth (10th) day of the preceding month to be considered. A preliminary monthly work schedule will initially be posted on the fifteenth (15th) day of the prior month. During the fifteenth (15th) through the eighteenth (18th) of the month, part-time employees may sign up for extra (non-overtime) shifts. Extra shifts will not include temporary positions that have been filled. Extra shifts will be awarded by seniority providing such factors as qualifications, competence and efficiency are considered equal by the Hospital. After the eighteenth (18th) of the month, per diem employees will be assigned to vacant positions on the schedule. Once per diem employees have been slotted onto the schedule, regular staff will not have preference for those scheduled or additional hours within 24 hours of the start of shift to be covered (outside of the 24-hour window the Hospital may use part time, non overtime regular staff). The final schedule will be available on the twentieth (20th) of the month. Work schedules may only be changed after the twentieth (20th) of the month by mutual agreement of the Hospital and the employee, with the exception of low census. In the event of low census, the Hospital shall attempt to notify scheduled day shift employees before 9 p.m. in order to avoid unnecessary morning wake-up calls. In any event, the Hospital shall notify scheduled employees of low census or other schedule changes no later than two (2) hours prior to the start of the shift.

8.4.1 If the Hospital does not attempt to call the employee according to the schedule above, he/she is eligible to come to work for four (4) hours or waive the work and pay and remain off duty.

8.4.2 If the employee is unavailable for telephone messages in the half-hour (1/2) before the notifications in the above schedule, he/she is responsible to call the Hospital. The Hospital will verify employment status for the scheduled shift at that time.

8.4.3 If unable to report for work, employees will make a good faith effort to notify their manager, or department designee, at least two (2) hours prior to the beginning of the day shift, two and one-half (2 1/2) hours prior to the beginning of the evening shift, and three (3) hours prior to the beginning of the night shift.

Clinic Work Schedule. The Employer shall determine regular work schedules. It is recognized that the employee's work week is dependent upon patient volumes, doctors' scheduling, emergency circumstances, and other business needs, and as a result, the employee's work week may be altered by the Employer as business conditions dictate. The Employer will not adjust work schedules for the sole purpose of avoiding overtime. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. The Employer will post regular work schedules ten (10) days prior to the effective date of the schedule. The schedule must be a minimum of a four week period. Any adjustments to the schedule, other than those resulting from the types of leaves of absence outlined in Article 11, provider changes, and/or resignations, must be mutually agreed upon. This contract shall not constitute a guarantee of forty (40) hours of work.

8.5 Low Census Benefits. Regular full-time or part-time employees sent home or not scheduled for work because of low census (a temporarily reduced need for employees, as determined by the Employer), shall continue to accrue most benefits as if they worked their regular

schedule. Employees will only receive credit for healthcare benefit accruals while on low census if they use PTO. Low census hours shall also count toward step increases; provided, however, that no employee shall be credited with more than 2080 hours for purposes of benefit accrual during any one (1) calendar year. PTO may be taken in conjunction with a low census day.

8.5.1 Low Census Standby. An employee whose shift was curtailed due to low census may also be placed on standby status for the scheduled shift or a part thereof and will receive standby pay for a minimum of four (4) hours, unless called back to work. If called in to work while on this low census standby, the employee will receive time and one-half (1 1/2) their base hourly rate of pay for all hours worked, with a minimum of three (3) hours.

8.5.2 Low Census Rotation. The Employer will make a good faith effort to rotate low census days equitably on each shift by classification within a department. Subject to skills and ability, prior to instituting mandatory low census, the Employer will endeavor to first cancel employees working in an overtime condition, volunteers, per diem employees, agency personnel and employees working extra shifts. If an employee is inadvertently low censused out of turn, the mistake will be remedied on the next rotation or as soon as possible.

8.5.3 CNA Low Census Guarantee. The Employer will guarantee 70% of a CNA's FTE status (2,080 hours = 1.0 FTE). A low census worksheet will be posted each "Week 1" of a four (4) week rotation. This will result in thirteen (13) worksheets each year. The 70% FTE guarantee will be calculated each regular rotation (e.g., guaranteed hours = [FTE x 160] x .7), and yield the same number of low census hours each time. Low census will be a standard entirely calculated on a CNA's FTE.

8.6 Rest Between Shifts. Employees required to work shifts which result in less than eleven and one-quarter (11 1/4) consecutive hours off between shifts shall receive premium pay of one and one-half (1 1/2) times the base hourly rate of pay for the next shift. Employees working ten (10) or twelve (12) hour shifts that are required to work shifts which result in less than ten and one-half (10 1/2) hours off between shifts shall receive premium pay of one and one-half (1 1/2) times the base rate of pay for the next shift. This section shall not apply to staff/committee meetings, standby/call back situations or to those employees who (in writing) voluntarily agree to work or trade shifts which may result in less than the break between shift discussed above.

8.7 Weekend Work. The Hospital shall exercise its best efforts to schedule employees so that they are not required to work more than two (2) weekends out of any four (4) consecutive weekends. Employees who work more than two (2) weekends out of four (4) will be compensated for all hours worked during the excess weekend shifts at one and one-half (1 1/2) times their base hourly rate of pay. Weekend work shall be defined as any work between 2300 Friday to 2300 Sunday. This section shall not apply to jobs posted as weekend-only positions or to employees who volunteer to work more frequent weekend duty.

8.7.1 For purposes of this section, an employee who is on standby duty or low census on a weekend shall be considered to have worked that weekend, but additional premium pay shall not be due because the employee is already receiving premium pay for standby and call back. However, the standby may result in premium pay being due for a subsequent consecutive weekend.

8.7.2 If an employee receives premium pay for working a third weekend out of four, that weekend shall not be considered a weekend worked for purposes of determining

whether premium pay is appropriate for work performed on subsequent weekends; i.e., work performed on a fourth consecutive weekend should be compensated at the base hourly rate of pay plus any applicable differentials. In such event, the calculation for weekends worked will re-start after the fourth consecutive weekend. This section shall not apply to employees who voluntarily agree to work more frequent weekend duty. Such waiver should be reduced to writing.

8.7.3 Weekend Differential. Employees who work on a weekend shall receive \$2.00 per hour as a weekend differential added to the employee's base hourly rate of pay for each hour worked on the weekend. This weekend differential shall not apply to hours worked by employees who request to work on a weekend day rather than work their regular week day schedule. It is understood that this waiver shall apply only to temporary schedule changes for employee convenience that would otherwise unnecessarily increase the Hospital's normal labor costs.

8.8 Seventh Consecutive Day. The Employer shall exercise its best efforts to attempt to avoid requiring employees to work seven (7) consecutive days. Employees required to work on the seventh (7th) consecutive day or more shall be paid premium pay of one and one-half (1 1/2) times their base rate of pay until they have a day off from work. Deviations from this which involve a regular ongoing schedule must comply with Section 8.10 (Flex Shifts). This section shall not apply to staff/committee meetings, standby assignments, callback that results in fewer than eight (8) hours worked in twenty-four (24) consecutive hours, voluntary education days of any length; or when an employee requests or voluntarily agrees to work seven or more consecutive days.

8.9 Report Pay. Employees who report for work as scheduled and are released from duty by the Employer shall receive a minimum of four (4) hours' work or four (4) hours of pay at the employee's base rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee of the shift cancellation at least two (2) hours prior to the shift start time. It shall be the responsibility of each employee to notify the Employer of her/his current address and telephone number. Failure to do so shall excuse the Employer from the minimum pay requirements. Except as otherwise provided herein, employees shall not be paid for time not worked.

#### 8.10 Flex Shifts.

8.10.1 Flex work schedules providing for other than eight (8), ten (10), or twelve (12) hours per day may be proposed by the employee, the Employer or the Union.

8.10.2 If the proposed flex schedule is approved by the Employer, the flex shift schedule shall be in writing, identifying area, hours, and FTE of the schedule to be worked. The Union shall be notified prior to implementation of the schedule.

8.10.3 The normal work period for a flex shift shall be forty (40) hours per week. An employee shall be paid time and one-half (1 1/2) their base rate of pay for all hours worked in excess of a scheduled flex shift (unless the employee requests to flex time under 8.2.3 instead of contractual overtime pay) and at the employee's regular rate of pay over forty (40) hours per week.

8.10.4 If services change so that a return from a flex schedule to the employee's normal shift becomes necessary, a flex schedule may be changed with thirty (30) days' notice.

The employee's FTE/hours will not be reduced unless requested by the employee as a result of this schedule change.

8.10.5 Additional criteria for changing would be mutually developed, if necessary, at the time of design of the flex shift.

## ARTICLE 9 – COMPENSATION

9.1 Wage Schedule. Employees covered by the agreement shall be paid no less than the wages set forth in Appendix "A" attached hereto and made a part of this Agreement.

9.1.1 Step Increases – Employees will be eligible to move to the next higher step after accruing 1664 regular, overtime, premium, callback and low census hours, or twelve (12) months, whichever comes last. In no event shall an employee receive such a step increase more often than once within a twelve (12) month period.

9.2 Recognition for Past Experience.

- a. Employees with two (2) or more years of continuous recent experience shall be employed at not less than the first (1st) longevity step above the base rate of pay.
- b. Employees with four (4) or more years of continuous recent experience shall be employed at not less than the second (2nd) longevity step.
- c. Employees with six (6) or more years of continuous recent experience shall be employed at not less than the third (3rd) longevity step.
- d. Employees with eight (8) or more years of continuous recent experience shall be employed at not less than the fourth (4th) longevity step.

Recent continuous experience shall be defined as comparable relevant experience without a break in experience which would reduce the level of skills in the opinion of the Employer based on established criteria. New hires shall be given full credit for prior experience at Jefferson Healthcare.

9.2.1 If a new employee is hired above the minimum longevity step set forth in Section 9.2, any current employee in that job classification with the same or greater years of experience paid at a lower pay step will be brought up to the new employee's pay step (longevity step).

9.3 On-Call. Employees in units with mandatory call that are assigned to on-call status shall be paid at a rate of three dollars and seventy-five cents (\$3.75) per hour. Employees not in units with mandatory call that are assigned to on-call status other than as a result of low census shall be paid at a rate of four dollars (\$4.00) per hour. Consistent with its present practice, to the extent possible, weekend and holiday on-call assignments shall be equitably shared unless other arrangements are made by mutual consent. The Employer shall continue to supply paging devices, phones, or a stipend for personal phone use when appropriate to employees on on-call duty. On-call hours are not hours worked for the purpose of computing longevity steps or benefits.

9.3.1 Telephone Calls: Employees shall receive a minimum of one-quarter (1/4) hour of pay for telephone consultation that is documented and which serves patient needs.

Calls that are not documented, or that are related to normal administrative issues, such as schedule changes, or that are related to work that was left incomplete by the employee shall not be reimbursed. Appropriate calls, as defined above, that are received after 11 p.m. shall be paid for at the rate of a minimum of one-half (1/2) hour per call. Such calls shall be discouraged, limited, and reviewed.

9.3.2 Call Back or Call-in while not on low census stand-by or on-call status: If a regularly scheduled full-time or part-time employee is called back or called in to work, such employee shall be paid for all hours worked at one and one half (1-1/2) times the base rate, with a minimum guarantee of three (3) hours, and shall receive an amount equivalent to 8 hours of standby pay. Under this agreement, call-in is defined as previously unscheduled work for an employee who is called in by the Hospital within twenty-four (24) hours of the start of the needed work period.

9.4 Callback. If a regularly scheduled full-time or part-time employee is called back to work while on standby status, such employee shall receive premium pay for all hours worked at one and one-half (1 1/2) times the base hourly rate of pay with a minimum guarantee of three (3) hours. It is understood that if an employee is called back more than once in the same three (3) hour period, only one (1) minimum guarantee shall be due that employee. There shall be no pyramiding of callback and standby pay.

9.5 Shift Differential.

9.5.1 Shift differential for the entire shift (all hours worked) will be based on where the majority of the employee's scheduled hours fall within the first, second, or third shift periods, which are defined as follows:

- First Shift Period: Any shift where the majority of regularly scheduled hours are between 7 a.m. and 3 p.m.
- Second Shift Period: Any shift where the majority of regularly scheduled hours are between 3 p.m. and 11:30 p.m.
- Third Shift Period: Any shift where the majority of regularly scheduled hours are between 11:00 p.m. and 7:30 a.m.

9.5.2 Where an equal number of hours are scheduled in both the Second and Third Shift Periods, the employee will receive Third Shift Differential for the entire shift.

9.5.3 Second Shift Period differential is two dollars and twenty-five cents (\$2.25) per hour. Third Shift Period differential is three dollars (\$3.00) per hour. There is no First Shift Period differential.

9.6 Work on Unscheduled Day. If an employee is called in to work on an unscheduled day with less than twenty-four (24) hours' notice, the employee shall receive time and one-half (1 1/2) their base hourly rate of pay plus any applicable shift differentials.

9.7 Mileage. Mileage will be paid for work-related travel, including travel between the hospital campus and clinics, or between clinics, or mandated educational travel at the current IRS established rate. Any changes in the IRS rate shall be effective the first of the month following official publication of the new rate.

9.8 Work in Advance of Shift. When an employee is required to report for work in advance of the assigned shift and continues to work during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at the rate of one and one-half (1 1/2) times the employee's base hourly rate of pay plus any applicable shift differentials. If more than four (4) hours are worked in advance of the scheduled shift, the remaining hours worked in advance of the scheduled shift shall be paid at double time (2x). Scheduled hours will be paid at their base hourly rate of pay plus any applicable shift differentials.

9.9 Shift Rotations. Shift rotation data (i.e., day, evening, night) shall be included in job postings.

9.9.1 Variable Shift Assignment. Variable shift is defined as an employee hired into or assigned by the employer who has no set shift (i.e., day, evening, or night) within that unit. Variable shift employees shall receive a premium of two dollars (\$2.00) an hour for hours worked as a variable shift employee.

9.10 Temporary Assignments. An employee temporarily assigned to a higher paid position within the bargaining unit for four (4) hours or more and performing all duties required of the position shall be compensated for such work at the rate of pay applicable to the higher position.

9.11 Promotion. An employee who is promoted (moving to job classification with a higher wage scale) by the Hospital to a new job classification will be placed at the step on the new classification wage schedule that provides, at a minimum, a three percent (3%) increase to the employee's previous rate of pay.

9.12 Certification Pay. All employees except for Radiology Technologists (who are covered in Article 9.12.1) who become certified (and maintain that certification) in a clinical specialty as listed below shall receive certification pay of one dollar (\$1.00) per hour. The Employee must be willing and able to work in that specialty to earn the differential. An Employee who is eligible for more than one certification will receive only one (1) premium.

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|---|
| <u>Facilities</u> <ul style="list-style-type: none"> <li>● Biomedical Equipment Technologist (BMET)</li> <li>● HVAC-Heating, Ventilation, Air Conditioning</li> <li>● Medical Gasses (NITC) National Inspection Testing and Certification Corp by (ASSE) American Society of Sanitary Engineering</li> </ul>  |
| <u>Health Information Management</u> <ul style="list-style-type: none"> <li>● Registered Health Information Technician</li> <li>● Certified Coding Specialist or Certified Professional Coder</li> </ul>  |
| <u>Laboratory</u> <ul style="list-style-type: none"> <li>● Phlebotomy Technician PBT (ASCP) American Society for Clinical Pathology or equivalent ASPT (American Society of Phlebotomy Technicians)</li> <li>● Blood Bank Technologist – BB(ASCP)</li> <li>● Chemistry Technologist – C(ASCP)</li> <li>● Hematology Technologist – H(ASCP)</li> <li>● Microbiology Technologist – M(ASCP)</li> <li>● Qualification in Laboratory Informatics – QLI(ASCP)</li> </ul> |
| <u>Materials Management</u> <ul style="list-style-type: none"> <li>● Materials Management Certification</li> </ul>  |
| <u>Surgical Services</u> <ul style="list-style-type: none"> <li>● Certified Surgical Tech</li> <li>● Certified Instrument Specialist-CIS</li> <li>● Certified Sterile Processing Tech</li> </ul>  |

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|--|
| <u>Patient Financial Services</u> <ul style="list-style-type: none"> <li>• Certified Revenue Account Specialist -CRCS</li> <li>• CHAA - Certified Healthcare Access Associate NAHAM</li> </ul>   |
| <u>Pharmacy</u> <ul style="list-style-type: none"> <li>• National Pharmacy Technician</li> <li>• National Pharmacy Specialty Certification (Geriatric, Chemotherapy, Anticoagulation or other equivalent)</li> </ul>   |
| <u>Rehab</u> <ul style="list-style-type: none"> <li>• CCVT/CVT - Certified Clinical Vestibular Therapist/Clinical Vestibular Therapist</li> <li>• CAPP- Pelvic- Certificate of Achievement in Pelvic Physical Therapy</li> <li>• CEAS I, CEAS II - Certified Ergonomic Assessment Specialist</li> <li>• CHT - Certified Hand Therapist</li> <li>• CLT - Certified Lymphedema Therapist (AKA: CLT-LANA)</li> <li>• COMT - Certified Orthopedic Manual Therapist</li> <li>• OMT-C, OMT- Orthopaedic Manual Therapy Certificate</li> <li>• CSCS - Certified Strength and Conditioning Specialist</li> <li>• FAAOMPT - Fellow of the American Academy of Orthopedic Manual Physical Therapists</li> <li>• GCS - Geriatric Certified Specialist</li> <li>• NCS - Neurologic Certified Specialist</li> <li>• OCS Orthopedic Certified Specialist</li> <li>• SCS - Sports Certified Specialist</li> <li>• WCS - Women's Certified Specialist</li> <li>• Board-Certified Clinical Specialist in Oncologic Physical Therapy</li> <li>• Child language and language disorders (American Board of Child Language and Language Disorders)</li> <li>• Fluency and fluency disorders (American Board of Fluency and Fluency Disorders)</li> <li>• Swallowing and swallowing disorders (American Board of Swallowing and Swallowing Disorders)</li> <li>• Gerontology (BCG)</li> <li>• Low Vision (SCLV or SCLV-A)</li> </ul> |
| <u>Respiratory Therapy</u> <ul style="list-style-type: none"> <li>• Registered Respiratory Therapist</li> <li>• Bachelor of Science in Respiratory Care</li> </ul>   |
| <u>Multiple Departments</u> <ul style="list-style-type: none"> <li>• LICSW – Licensed Social Worker</li> </ul>   |

9.12.1 Radiology Technologists who become certified (and maintain that certification) in a clinical specialty as listed below shall receive certification pay of one dollar (\$1.00) per hour for the first certification and fifty cents (\$0.50) per hour for one additional certification. The Radiology Technologist must be willing and able to work in that specialty to earn the differential. A Radiology Technologist who is eligible for more than one certification may receive up to three (3) premiums.

|  |
|--|
| <u>Diagnostic Imaging</u> <ul style="list-style-type: none"> <li>• CNMT (Certified Nuclear Medicine Technologist) through Society of Nuclear Medicine (SNM) or A.R.R.T (NM)</li> <li>• Computed Tomography (CT) A.R.R.T (CT)</li> <li>• Magnetic Resonance Imaging (MRI) A.R.R.T (MR)</li> <li>• Mammography (Mammo) A.R.R.T (M)</li> <li>• Bone Density (BD) A.R.R.T. Dosimetry</li> <li>• Sonography the ARDMS (American Registry for Diagnostic Medical Sonography) or ARRT(U)</li> </ul> |
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9.12.2 Certified Spanish Interpreter. An employee that successfully completes the written Washington State Spanish certification will receive \$0.75 more per hour for all actual hours worked, and an additional \$0.25 per hour for successfully completing the verbal state exam. The employee must present the original written acknowledgement from the State of Washington to be eligible to receive the additional pay. The Employer has the discretion to limit the number of employees eligible for this premium.



9.13 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. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Department management will determine the need for preceptor assignments and the selection of preceptors. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. It is understood that employees in the ordinary course of their responsibilities will be expected to participate in the general orientation process, including unit specific check lists, and addressing department processes and procedures to new employees. The general orientation process shall also include the providing of informational assistance, support and guidance to new employees including initial competency assessments. Any employee who is assigned as a preceptor by the Employer shall be paid a premium of one dollar (\$1.00) per hour for hours worked as a preceptor.

ARTICLE 10 – PAID TIME OFF

10.1 Accrual Schedule. Vacation and holiday benefits are consolidated into a Paid Time Off (PTO) program. Full-time employees and part-time employees shall accrue PTO benefits based upon paid hours of work (including overtime and other premium hours up to a total maximum of 2080 hours each year) in accordance with the following schedule:

| <u>Upon Completion of:</u> | <u>PTO Earned Per<br/>Hour Worked</u> |
|----------------------------|---------------------------------------|
| 1 year                     | 0.0711                                |
| 2 years                    | 0.0749                                |
| 3 years                    | 0.0788                                |
| 4 years                    | 0.0826                                |
| 5 years                    | 0.0903                                |
| 6 years                    | 0.0942                                |
| 7 years                    | 0.0981                                |
| 8 years                    | 0.1019                                |
| 9 years                    | 0.1057                                |
| 10 years                   | 0.1096                                |
| 11 years                   | 0.1134                                |
| 12 years                   | 0.1173                                |
| 13 years                   | 0.1211                                |
| 14 years                   | 0.1211                                |
| 15 years                   | 0.1211                                |
| 16 years                   | 0.1249                                |
| 17 years                   | 0.1288                                |
| 18 years                   | 0.1288                                |
| 19 years                   | 0.1288                                |
| 20 years                   | 0.1326                                |
| 21 years                   | 0.1326                                |
| 22 years                   | 0.1326                                |
| 23 years                   | 0.1365                                |

10.1.1 During the first year of employment, the employee will accrue PTO at the rate of .0442 per hour. Upon completion of the first 2080 hours of employment, an additional fifty-six (56) hours will be credited to the employee's PTO account. Thereafter, employees will accrue leave on hours worked according to the schedule above.

10.2 Use of PTO. PTO shall begin accruing the first day of employment. During the first ninety (90) days of employment, an employee is not eligible to take PTO. Upon satisfactory completion of the ninety (90) days of employment, an employee shall be eligible to take any PTO which has accrued. PTO will be used for time off for vacations, holiday, or a bona fide leave of absence unless the employee requests unpaid personal leave hours. PTO may also be used for sick leave and family illness (as defined under the most current state or federal law) if the employee has no paid sick leave hours remaining. PTO used for these reasons shall be paid out at the employee's base rate of pay plus shift differential and for this section only the shift differential for all night shift nurses shall be four dollars and seventy-five cents (\$4.75) an hour.

10.2.1 Scheduling. All PTO (except absence due to illness or injury) must be scheduled in advance in accordance with Hospital policies and be approved by supervision. The supervisor shall have the right to schedule PTO in such a way as will least interfere with patient care and work load requirements of the Hospital. Patient care needs and departmental functions will take precedence over individual employee requests. Under special circumstances, and when approved by supervision, partial leave days may be granted (e.g., dental appointments). If duplicate PTO requests are received within thirty (30) days of each other, seniority will take precedence unless the senior employee took PTO during the same time frame in the previous year. Employees requesting PTO time off must submit the request by the tenth (10th) day of the prior month. The employee shall receive a response from their supervisor within thirty (30) days of their request.

10.3 PTO Cash Out. PTO will be cashed out at the employee's base rate of pay as follows.

To be eligible for PTO cash-out employees must maintain a minimum of 200 PTO hours after cash-out. Employees will be afforded the opportunity to request cash-out of up to 120 hours of PTO per calendar year provided they have PTO balance of 200 hours as follows:

| Election Date  | Allowed Cash-Out | Allowed Pay Period for Cash-Out | Required Remaining Balance  |
|----------------|------------------|---------------------------------|-----------------------------|
| Dec 1 – Dec 31 | up to 60 hours   | 1st Pay Date in May             | 200 PTO hrs. after cash-out |
| Dec 1 – Dec 31 | up to 60 hours   | 1st Pay Date in Nov             | 200 PTO hrs. after cash-out |

- a) The cash out election is irrevocable. A request for voluntary cash out of PTO must be made through the Payroll Department. The employee must designate the number of hours he or she wishes to cash out and the paycheck on which the payment should be received. The hours will be cashed-out at the employee's base rate of pay in effect at the time of cash-out.
- b) Hours cashed out on the payment date will be the lesser of the amount of all hours requested (up to 60 hours) or the amount of PTO time remaining unused over the 200 hour minimum requirement.
- c) PTO not cashed out as above may only be used for leave purposes during employment as designated by the Labor Agreement.

- d) Exception to the above: In the event of an “unforeseeable emergency” as defined by the Internal Revenue Code and its regulations accrued PTO may be cashed out to meet these emergency expenses.

10.4 PTO Deferral to 457 Retirement Plan.

In accordance with the Plan’s calendar year deferral limitations, employees may defer from accrued PTO as follows:

| Election Date   | Time of Deferral                     | Allowed Amount | Required PTO Balance at Time of Deferral |
|-----------------|--------------------------------------|----------------|--|
| Dec 1 – Dec. 31 | 1 <sup>st</sup> Pay Date in February | Up to 60 Hours | 200 hours                                |

10.4.1 Coordination with Plan Benefits. If an employee suffers an injury or illness covered by the Plan, the employee will receive disability pay under the terms of the Plan.

10.5 Maximum PTO Accrual. PTO accumulated in the course of one (1) year of employment should be used before completing a subsequent year of employment. The PTO ceiling is four hundred and twenty-eight (428) hours and PTO does not accrue beyond that ceiling. When that ceiling is reached an employee may take vacation to remain below the 428 hour ceiling.

10.6 Work on Traditional Holidays. The Hospital recognizes the following holidays: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Clinics recognize the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Employees scheduled to work on the recognized holidays that apply to them shall be paid one and one-half (1 1/2) times their base rate of pay plus applicable shift differential for all hours worked. Employees may also request PTO hours in addition to the hours worked. Subject to departmental needs and other business considerations, the Employer will make a good faith effort to equitably rotate holiday work assignments among employees by job classification within a department. Holiday rotation will take precedence over vacation schedules.

10.6.1 Holiday pay shall be due only those employees on each shift who work a majority of hours on the designated calendar date for the holiday. For example, an employee who begins the night (third) shift at 11 p.m. on December 24 will be paid holiday pay, but an employee who begins the night shift at 11 p.m. on December 25 does not qualify for holiday pay.

10.6.2 PTO may be used or retained in the employee’s PTO bank in departments that close or have substantially reduced staffing during one of the holidays.

10.7 Holiday Observance. A memo regarding calendar dates for observance of holidays will be prepared at the beginning of each year. Copies will be distributed to each department and posted in various hospital and clinic locales.

10.7.1 Holidays Not Worked. If a holiday falls on an employee’s regularly scheduled day off, the employee may request PTO if desired, or take the day off without pay.

10.8 Personal Leave Hours. Employees with a status of .8 FTE or more may request up to forty (40) hours of unpaid leave and employees with a status of less than .8 FTE may have up to twenty (20) unpaid leave of absence hours to be requested at the employee's discretion. An employee shall not be eligible to apply for personal leave if the employee's PTO accrual exceeds two hundred (200) hours. This time must be scheduled in advance and will be granted, if possible, after PTO time has been approved for other employees. All time off must be approved in advance, shall not adversely affect the staffing of the Hospital, and must be in accordance with the contractual provisions providing for paid leave (PTO), personal leave days or an approved leave of absence.

10.9 Transfer of Benefits. Employees shall be allowed to transfer up to three (3) days of PTO (at the rate of the employee transferring pay) to another employee of the Hospital at the employee's discretion. This transfer request should be in writing to payroll the Wednesday before pay day. PTO transferred may be used only after the hours have been transferred into the employee's PTO available bank as reflected and documented as available in the payroll system. Exceptions require written Administrative approval and will be in accordance with Hospital's payroll practices.

## ARTICLE 11 – PAID SICK LEAVE

11.1 Accrual and Carry Over. Employees shall accrue paid sick leave (PSL) benefits upon commencement of employment based upon actual hours of work (including overtime and other premium hours) at the rate of .025 hours of sick leave per hour worked. Employees are entitled to use paid sick leave beginning on the ninetieth calendar day after the commencement of employment. There is no maximum accrual for PSL, but only 40 hours will carry over from one calendar year to the next. Hours in excess of 40 that are not carried over to PSL from one calendar year to the next shall roll over into the PTO bank.

11.2 Use of Paid Sick Leave. PSL must be taken for the following purposes, but may be used for other purposes, including vacation, holidays, and other leaves of absence:

(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

(ii) To allow the employee to provide care for a family member (as defined in RCW 49.46.210(2)) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and

(iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

(iv) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

11.2.1 Only PSL use for the purposes listed in 11.2 will be protected under the Washington Paid Sick Leave law. PSL time off may be taken in as little as 6-minute increments.

11.3 Notification. If the need for use of paid sick leave for the reasons outlined in 11.2 is foreseeable, the employee must provide notice at least ten days, or as early as practicable, in advance of the use of such paid sick leave.

If the need for paid sick leave for the reasons outlined in 11.2 is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee must provide notice to the Employer as soon as possible before the scheduled start of their shift, unless it is not practicable to do so. If it is not practicable for the employee to provide notice, the employee's designee may do so.

If the need for paid sick leave is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee or his or her designee must give oral or written notice to the Employer no later than the end of the first day that the employee takes such leave.

11.4 Rate of Pay. PSL shall be paid at the employee's base rate of pay plus shift differential.

11.5 Verification. The Employer shall not require verification for PSL absences of three days or less that are not also covered by other laws with verification/certification provisions (e.g., FMLA, ADA). For absences exceeding three days, the Employer may require verification that the use of the sick leave is for an authorized purpose, provided that the Employer shall not require that the verification explain the nature of the condition and that the verification request does not create an unreasonable burden or expense for the employee. If an employee believes that a request for verification would pose an unreasonable burden or expense, the employee may inform the Employer's Human Resources Department.

11.6 No Retaliation. The Employer will not discriminate or retaliate against an employee for his or her exercise of any rights under this section, including the use of paid sick leave pursuant to 11.2.

11.7 Change from Full-Time or Part-Time Status. If an employee changes from full-time or part-time status, the employee will be paid out all accrued unused PSL hours above 40 hours. The employee will be able to use the employee's remaining accrued PSL hours from before the status change in accordance with the provisions of Article 11.

11.8 Change to Full-Time or Part-Time Status. The employee will be able to use all PSL hours accrued before changing to full-time or part-time status, in accordance with the provisions of Article 11, but such hours cannot be cashed out.

11.9 Payment Upon Termination. After completion of the probationary period, employees shall be paid upon termination of employment for all PSL earned but unused, except for PSL earned when not a full-time or part-time employee. PSL will be paid at the employee's base rate of pay at the time of termination. This provision shall not apply to those employees who terminate their employment without giving the required fourteen (14) days' prior written notice, unless otherwise approved by the Hospital.

## ARTICLE 12 – LEAVES OF ABSENCE

12.1 General. For special or urgent reasons, an employee may apply for a leave of absence without pay. The Hospital will give consideration to the circumstances of each application and shall have the right to determine whether or not the leave shall be granted and the duration. A

major consideration in granting or denying a requested leave of absence will be the ability of the Hospital to provide coverage without extra cost in either supervisory time or premium pay time. All requests for leave of absence shall be in writing as far in advance as possible, stating the reasons for the leave and the amount of time requested. A written reply granting or denying the request shall be provided by the Hospital within thirty (30) days. After one (1) year of employment, leaves may be granted based on one (1) month's leave for each month of employment, up to a maximum leave of twenty-four (24) months for employees who have worked two (2) years or more.

12.1.1 Termination. An employee who fails to return at the end of a scheduled leave of absence or any agreed upon extension of a leave of absence shall be considered terminated. If an employee takes employment elsewhere during the leave without prior approval of the Hospital, the employee shall be considered as having voluntarily resigned.

12.1.2 Benefits. An employee on a leave of absence will not continue to accrue benefits during that leave, but there shall be no loss of previously accrued benefits, if the employee returns to work at the end of the allowed leave.

12.1.3 Return to Work. If a leave of absence, either alone or in conjunction with paid time off, does not exceed six (6) weeks for an employee whose home department is in the Hospital, or thirty (30) days for an employee whose home department is a clinic, the employee will be entitled to return to his or her former job, provided the employee returns at the end of the scheduled leave. If a leave exceeds the respective period discussed above, the Employer does not guarantee that the employee can return to his/her former position, but the employee will be considered for the first available similar position (job classification but not necessarily same shift or schedule) without loss of accrued benefits, provided the employee returns to work on or before the scheduled expiration of the leave.

12.1.4 Anniversary Date. Leave without pay for a period of six (6) weeks or less for an employee whose home department is in the Hospital, or thirty (30) days or less for an employee whose home department is a clinic, within an anniversary year shall not alter an employee's anniversary date of employment. Leave without pay for a period in excess of the respective time periods discussed above within an anniversary year will result in the employee's anniversary date of employment being adjusted to reflect the period of leave. No benefits shall accrue during such leave unless specifically agreed to by the Employer.

## 12.2 Family and Medical Leave.

Pursuant to the federal Family and Medical Leave Act, as amended, and the Washington State Family Leave Act, as amended, eligible employees will be granted family/medical leave for up to twelve (12) weeks during a twelve (12) month rolling backward period as provided by law:

- a) to care for a newborn, newly adopted or newly placed foster child; or
- b) to care for the serious health condition of one's child, spouse, or parent; or
- c) to care for one's own 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 in accordance with the law. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave in accordance with federal and state

law. The Employer may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. Use of paid leave time will be in accordance with the terms of the Washington State Family Care Act as amended. In addition, the employee is entitled access to other paid leave state funds provided for family leave under applicable Washington State law.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law or a leave of absence established by the collective bargaining agreement, the leaves shall run concurrently in accordance with federal and state law. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed.

12.2.1 Dependent 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 12.2 or for a dependent parent of the employee. An employee on Dependent Care Leave not exceeding thirty (30) days shall be entitled to return to his/her prior position. Thereafter, the employee shall be entitled to the first available position for which he/she is qualified. Such leave shall not exceed one (1) year.

12.3 Medical Leave. Upon satisfactory completion of the probationary period, leave without pay shall be granted for medical reasons (including pregnancy and related conditions) upon the request of an employee supported by the recommendation of the physician for a period of up to six (6) months during any one twelve (12) month period. Employees may return to their former position from a medical or maternity leave of no more than six (6) months, provided they return to work on or before the scheduled expiration of the leave. The Hospital may require a medical release from a physician prior to allowing the employee to return to work. When supported by proper medical certification, a request for extension of the original leave shall be granted if it is submitted to the Hospital before the original leave expires. Employees who request an extension beyond six (6) months may not be guaranteed a return to their former position, but shall be offered the first available position for which the employee is qualified. The employee may use previously accrued PTO during this leave, but in no event shall the total time away from work exceed six (6) months without express Hospital approval for other than Hospital work-related injuries. Employee shall notify the Hospital of their intention to return to work at least two (2) weeks prior to the twentieth (20th) of the month for scheduling purposes.

12.4 Educational Leave. After one (1) year of continuous employment, permission may be granted for a leave of absence of up to two (2) years without pay for job related study approved by the Hospital.

12.4.1 Employees may request up to twenty-four (24) hours of educational leave with pay per year; such leave shall be subject to budgetary considerations, Hospital needs, scheduling requirements of the Hospital and approval by the Department Head of the subject matter to be studied. Employee health update days will not count as educational leave days. Educational leave will be prorated for part-time employees.

12.4.2 If the Hospital requests an employee to attend an outside workshop or institute, the employee's regular salary, tuition and reasonable expenses shall be paid by the Hospital.

12.5 Bereavement Leave. Employees shall be allowed up to three (3) working days off with pay (pro rata for part-time employees) in case of a death in the employee's immediate family. Additional unpaid leave time or paid PTO time may be granted if extensive travel is required. The immediate family shall be defined as spouse, spousal equivalent, child, parent, brother, sister, grandparents or grandchildren, parents-in-law, parents of spousal equivalent, brother-in-law, sister-in-law, as well as significant others living in the same household with the employee.

12.6 Military Leave. The Employer will grant employees time off for military leave in accordance with applicable law. During a military leave of absence, for a period not exceeding twenty-one (21) days during each Federal fiscal year, the employee shall receive his or her normal pay. A copy of the military orders must be submitted to the departmental supervisor with the request for leave.

12.7 Jury/Witness Duty. An employee who is called upon to serve on jury duty on a regularly scheduled working day or who is called to be a witness on behalf of the Employer in any judicial proceeding shall be compensated by the Employer for the difference between jury duty or witness pay and the base rate of pay (pro rata for part-time employees). Any travel pay shall not be included in these calculations, and may be retained by the employees. Such pay is subject to verification of actual jury duty service from the clerk of court. If employees are released from jury service prior to the end of their scheduled work shift, they must immediately contact their appropriate supervisor to determine whether they should report for duty at the Employer.

12.8 Union Leave. An employee may request one (1) unpaid leave of up to two (2) years for official Union work. This time will be uncompensated, but the employee maintains seniority and benefit accrual rate. The Hospital will not hold the employee's position beyond thirty (30) days, but the employee will be eligible for the first available position upon return. This leave shall be discretionary and will be granted or denied based on business considerations.

12.9 Union Steward Training Leave. The Hospital agrees to allow designated Union Shop Stewards up to two days of unpaid leave per calendar year for the purpose of receiving Shop Steward Training provided and performed by the Union. The Employee Union Shop Steward may choose to use PTO for either of the two days. The training will be one full day at a time. Employee Union Shop Steward must submit a written request for leave at least thirty (30) days in advance.

## ARTICLE 13 – BENEFIT PLANS

13.1 Benefit Plans. The Hospital and the Union agree to be bound by the provisions of that certain Trust Agreement creating the Sound Health and Wellness Trust formerly known as Retail Clerks Welfare Trust, dated May 3, 1976, and as may be subsequently amended with written notice by the Union to Hospital of any Trust amendments. The Hospital upon written notice to the Union may reopen all sections of Article 13.1 for negotiation if the Trust determines that the Hospital has not made proper contributions to the Trust during this or any previous Agreement between the Hospital and Union regarding this bargaining unit. The Hospital accepts as its representatives, only for the purpose of such Trust Fund, the Employer trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

13.1.1 Compensable Hours. The Hospital shall pay on each compensable hour (maximum of one hundred seventy-three (173) compensable hours per calendar month per employee) into the Sound Health and Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with



provisions established by the separate "Health and Welfare Agreement" between Allied Employers, Inc., and various local unions, dated April 1, 1977, and as subsequently amended. For the purpose of this Article 13.1, "compensable hours" is defined as including all hours actually worked, paid PTO hours as defined in Article 10, and any other paid time off; but in no event will compensable hours exceed one hundred seventy-three (173) per calendar month per employee.

13.1.2 Employees who are unable to meet the insurance eligibility requirements have the following options to maintain coverage:

- (1) Use Paid Time Off (PTO);
- (2) Pick up extra shifts or hours;
- (3) Self pay the insurance premium to the Trust that month.

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

13.2 Employer and Employee Contributions. During the term of this Agreement all Hospital employees covered by the Trust shall be treated equally for cost share purposes. Upon commencement of Open Enrollment each fall and no later than the end of the first week in November, the Employer will distribute to each employee a listing for the next year of the employee bi-weekly contribution amounts based on the level of coverage. If during the calendar year the Trust increases or decreases contribution rates the Employer will distribute a revised listing of employee bi-weekly contribution amounts based on level of coverage.

13.2.1 Hospital and Employees shall split the cost of health and welfare benefits ("Medical Benefits"). The Hospital shall pay 80% of the cost of the Medical Benefits for the level of coverage (employee; employee child; employee spouse; employee family) the employee elects. The Employee shall pay the remaining 20% of the cost of the Medical Benefits. The cost of the Medical Benefits is set annually each year based on the sum total of the monthly bills received from the insurance provider for the previous year.

13.3 Co-payments and Deductibles. The Employer will continue to pay co-pays and deductibles for services obtained from Jefferson Healthcare Hospital and Clinics that are covered by the Sound Health and Wellness Medical Plan for the life of this Agreement.

13.4 Retirement Plan. The eligibility rules and level of benefits under the Hospital's Retirement Plan in effect on the effective date of this Agreement, as those benefits relate to the bargaining unit employees, shall not be reduced during the term of this Agreement. All regular full-time employees and part-time employees shall be covered under this retirement plan.

13.5 Workers' Compensation. Workers' Compensation insurance shall be provided by the Hospital as authorized under state law. PTO and PSL may be used to supplement Workers' Compensation pay.

13.6 Unemployment Compensation. During the term of this Agreement, unemployment compensation shall be provided as established by state law.

13.7 Liability Insurance. The Hospital shall continue to provide professional liability insurance covering Hospital employees for activities within the scope of their work at no cost to the employees.

#### ARTICLE 14 – NO STRIKE/NO LOCKOUT

14.1 No Strike. The parties to this Agreement realize that the Hospital provides special and essential services to the community, and that for this and other humanitarian reasons, including requirements of State law, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement, there shall be no strikes of any kind, including any sympathy strikes, work stoppages, walkouts, slow-downs, picketing, handbilling, boycotts or any other activity that interrupts or impedes work, or the delivery of patients, goods or services to the Hospital. No officers or representatives of the Union shall authorize, instigate, aid or condone any such activity. No employee shall participate in any such activity. In the event of any such activity referred to above, the Union and its officers and agents shall do everything within their power to end or avert the same. Any employee participating in any such picketing, handbilling, strike, slowdown, boycott or work stoppage, including the refusal to cross a picket line posted by any other labor organization or any other party, shall be subject to immediate dismissal, permanent replacement, or such lesser discipline as the Hospital shall determine.

14.2 No Lockout. The Hospital shall not engage in any lockout of employees during the term of this Agreement.

#### ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Grievance Defined. A grievance is defined as any alleged breach by the Employer of any express term of this Agreement. If any such grievance arises, it shall be submitted to the procedure set forth below. It is the desire of the parties to this Agreement that issues be adjusted informally with the employee's immediate supervisor wherever possible prior to the utilization of the grievance procedure.

15.2 Time Limits. In order to be a valid grievance, the grievance must be submitted, in writing, at the first applicable step within fourteen (14) calendar days from when the employee or Union was aware or reasonably should have been aware that a grievance existed. All grievances not filed in accordance with these time limits are deemed waived by the aggrieved party. The time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto.

15.3 Step 1 - Employee and Immediate Supervisor/Department Head. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. An employee should first discuss a problem with his/her immediate supervisor/department head. If the discussion does not resolve the issue and the employee believes a grievance exists, the employee shall first put in writing and discuss it with his/her immediate supervisor/department head within fourteen (14) calendar days of becoming aware of a grievable matter. The written grievance shall contain a description of the alleged problem, the date it occurred, the provision in the Agreement allegedly violated, and the corrective action the

grievant is requesting. A response in writing will be given by the immediate supervisor/department head within fourteen (14) days of the meeting.

15.4 Step 2 - Employee and Management Team Representative. If the matter cannot be resolved at Step 1, and it is the employee's desire to proceed further, or if the Union has a grievance, the employee or Union shall identify the issues unresolved and submit the grievance to the Management Team Representative within fourteen (14) calendar days of the decision in Step 1. A conference between the employee and Unit or Union Representative, if requested by the employee, and the Management Team Representative or designee shall be held at a mutually agreeable time. The Management Team Representative or designee will endeavor to resolve the grievance and shall respond in writing within fourteen (14) calendar days of meeting with the grievant.

15.5 Step 3 - Employee and Administrator. If the employee or the Union is not satisfied with the reply in Step 2, the employee or Union may, within fourteen (14) calendar days of the decision, refer any unresolved issue in writing to the Administrator. A conference between the employee, a Union Representative (if requested by the employee), and the Administrator or designee shall then be held at a mutually agreeable time. The Administrator or a designee will endeavor to resolve the grievance and shall respond in writing within fourteen (14) calendar days of the meeting with the grievant.

15.6 Step 4 - Arbitration. If the grievance is not settled on the basis of the foregoing procedures, the Union must submit the issue in writing to arbitration within ten (10) calendar days after the decision of the Administrator in Step 3. After notification that the dispute is submitted for arbitration, the Employer and the Union may attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, the Washington metropolitan list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. Each party may reject the panel once, and request a new list from FMCS. Whichever party requests a new list bears the expense of that list. If the chosen Arbitrator is not available to schedule the arbitration within 45 days or as mutually agreed upon the parties will choose again in the same manner from the list.

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. If the Arbitrator finds the Employer was not limited by this Agreement from taking the action grieved, she/he shall have no authority to limit the Employer's action and shall not substitute her/his judgment for the Employer's so long as that judgment was reasonably exercised. Any dismissal by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expenses jointly incurred by mutual consent incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party or the other party's attorneys' fees.

#### ARTICLE 16 – LABOR MANAGEMENT COMMITTEE

In a mutual desire to increase collaborative engagement in a shared governance model, a Labor Management Committee consisting of up to four employees selected annually by the bargaining unit, agreed upon ad hoc committee members as needed, and up to four members of management, one of whom will be the Chief Human Resources Officer/designee shall meet no

more frequently than quarterly or as mutually agreed to consider patient care practices, employee relations and other areas of mutual concern. This Committee shall be advisory only. Up to two hours per person shall be paid by the Employer for each meeting attended. Employees are responsible to arrange their schedules so that they are off duty. There will be Co-Chairs; one from management and one from the Union and the agenda will be jointly developed by the Co-Chairs prior to and for that particular meeting. Minutes will be jointly taken and reported. Any agreed action items requiring response on either side will receive a written response from the Co-Chairs no later than thirty (30) days from the meeting date.

## ARTICLE 17 – GENERAL PROVISIONS

17.1 General Provisions. The parties acknowledge that during the negotiations that resulted in this Agreement, each has 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 results and exercise of that right and opportunity are completely set forth in this Agreement. Therefore, the Hospital and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or discussed during the negotiations which resulted in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

17.2 Past Practices. Any and all written agreements previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement.

17.3 Unilateral Increases. Nothing contained herein shall prohibit the Hospital from paying wages and/or benefits in excess of those provided for herein. Prior to any change, the Hospital will meet with the Union to negotiate the change. If agreement is not reached within three (3) weeks of notification to the Union, the Hospital reserves the right thereafter to implement the change.

17.4 Effect of Invalidity. This Agreement shall be subject to all future and present applicable federal and state laws. Should any provision or provisions become unlawful by virtue of the declaration of any court of competent jurisdiction, such actions shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

17.5 Disasters. The Hospital shall be relieved of any and all obligations hereunder related to scheduling, lunch and rest periods, job posting, shift changes and transfers, in the event of and during the term of a disaster or catastrophe such as, but not limited to, a fire, flood, explosion, power failure, earthquake, or other act outside the control of the Hospital and causing disruption to the Hospital's normal operations.

17.6 Duration. This Agreement shall be in effect from ratification by both parties and shall continue in full force and effect through and including October 31, 2021 and legal extensions. Should either party decide to modify or terminate this Agreement on the expiration date, it shall serve written notice on the other party no more than one hundred twenty (120) and no less than ninety (90) days prior to the date of expiration. In the event of an inadvertent failure by either


party to give the requisite notice, such party may give written notice at any time prior to the appropriate termination date of this Agreement.


17.7 Conditional Reopener. If by change in law or rule or regulation the Employer will not retain its critical access status through October 31, 2021 or if there is any combination of a rate reduction between Medicare and Medicaid exceeding 4.99%, or a material change in the reimbursement methodology, the Employer may, by written notice to the Union, reopen this Agreement. The Parties agree to meet within 30 days of the Notice of Reopener.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

For JEFFERSON HEALTHCARE,  
Jefferson County Public Hospital District No. 2

UFCW LOCAL 21

  
\_\_\_\_\_  
Michael Glenn, Chief Executive Officer

  
\_\_\_\_\_  
Faye Guenther, President

  
\_\_\_\_\_  
Caitlin Harrison, Chief Human Resources Officer

  
\_\_\_\_\_  
Michael Hines, Union Negotiator



## APPENDIX A WAGE RATES 2019-2021

|                     |  | 2019 (effective March 3, 2019) |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|---------------------|--|--------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Dept                | Title                                      | 2019 Entry Rate                | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  | Step 12  | Step 14  | Step 16  | Step 18  | Step 20  | Step 22  | Step 24  | Step 26  | Step 28  | Step 30  |
| Pharmacy            | Pharmacist                                 | \$ 51.01                       | \$ 52.16 | \$ 53.34 | \$ 54.54 | \$ 55.76 | \$ 57.02 | \$ 58.30 | \$ 59.61 | \$ 60.95 | \$ 62.32 | \$ 63.73 | \$ 65.16 | \$ 66.63 | \$ 68.13 | \$ 69.66 | \$ 71.23 | \$ 72.83 | \$ 74.47 | \$ 76.14 | \$ 77.86 | \$ 79.61 |
| Pharmacy            | Pharmacy Assistant                         | \$ 15.39                       | \$ 15.73 | \$ 16.09 | \$ 16.45 | \$ 16.82 | \$ 17.20 | \$ 17.58 | \$ 17.98 | \$ 18.38 | \$ 18.80 | \$ 19.22 | \$ 19.65 | \$ 20.09 | \$ 20.55 | \$ 21.01 | \$ 21.48 | \$ 21.96 | \$ 22.46 | \$ 22.96 | \$ 23.48 | \$ 24.01 |
| Pharmacy            | Pharmacy Tech                              | \$ 18.54                       | \$ 18.96 | \$ 19.39 | \$ 19.82 | \$ 20.27 | \$ 20.72 | \$ 21.19 | \$ 21.67 | \$ 22.15 | \$ 22.65 | \$ 23.16 | \$ 23.68 | \$ 24.22 | \$ 24.76 | \$ 25.32 | \$ 25.89 | \$ 26.47 | \$ 27.07 | \$ 27.68 | \$ 28.30 | \$ 28.94 |
| Pharmacy            | Pharmacy Tech Specialist                   | \$ 20.80                       | \$ 21.27 | \$ 21.74 | \$ 22.23 | \$ 22.73 | \$ 23.24 | \$ 23.77 | \$ 24.30 | \$ 24.85 | \$ 25.41 | \$ 25.98 | \$ 26.56 | \$ 27.16 | \$ 27.77 | \$ 28.40 | \$ 29.04 | \$ 29.69 | \$ 30.36 | \$ 31.04 | \$ 31.74 | \$ 32.45 |
| Rehab               | Rehab Aide                                 | \$ 14.73                       | \$ 15.06 | \$ 15.40 | \$ 15.75 | \$ 16.10 | \$ 16.46 | \$ 16.83 | \$ 17.21 | \$ 17.60 | \$ 17.99 | \$ 18.40 | \$ 18.81 | \$ 19.24 | \$ 19.67 | \$ 20.11 | \$ 20.57 | \$ 21.03 | \$ 21.50 | \$ 21.98 | \$ 22.48 | \$ 22.99 |
| Rehab               | Rehab Cardiac Exercise Tech                | \$ 16.64                       | \$ 17.01 | \$ 17.39 | \$ 17.78 | \$ 18.18 | \$ 18.59 | \$ 19.01 | \$ 19.44 | \$ 19.88 | \$ 20.32 | \$ 20.78 | \$ 21.25 | \$ 21.73 | \$ 22.22 | \$ 22.72 | \$ 23.23 | \$ 23.75 | \$ 24.28 | \$ 24.83 | \$ 25.39 | \$ 25.96 |
| Rehab               | Rehab Office Coordinator                   | \$ 19.32                       | \$ 19.76 | \$ 20.20 | \$ 20.65 | \$ 21.12 | \$ 21.59 | \$ 22.08 | \$ 22.58 | \$ 23.09 | \$ 23.61 | \$ 24.14 | \$ 24.68 | \$ 25.23 | \$ 25.80 | \$ 26.38 | \$ 26.98 | \$ 27.58 | \$ 28.20 | \$ 28.84 | \$ 29.49 | \$ 30.15 |
| Rehab               | Rehab Patient Representative               | \$ 16.33                       | \$ 16.70 | \$ 17.07 | \$ 17.46 | \$ 17.85 | \$ 18.25 | \$ 18.66 | \$ 19.08 | \$ 19.51 | \$ 19.95 | \$ 20.40 | \$ 20.86 | \$ 21.33 | \$ 21.81 | \$ 22.30 | \$ 22.80 | \$ 23.31 | \$ 23.84 | \$ 24.37 | \$ 24.92 | \$ 25.48 |
| Rehab               | Rehab Referral Coordinator                 | \$ 17.13                       | \$ 17.51 | \$ 17.91 | \$ 18.31 | \$ 18.72 | \$ 19.14 | \$ 19.57 | \$ 20.01 | \$ 20.46 | \$ 20.93 | \$ 21.40 | \$ 21.88 | \$ 22.37 | \$ 22.87 | \$ 23.39 | \$ 23.91 | \$ 24.45 | \$ 25.00 | \$ 25.56 | \$ 26.14 | \$ 26.73 |
| Respiratory Therapy | Respiratory Care Coordinator               | \$ 27.40                       | \$ 28.01 | \$ 28.65 | \$ 29.29 | \$ 29.95 | \$ 30.62 | \$ 31.31 | \$ 32.02 | \$ 32.74 | \$ 33.47 | \$ 34.23 | \$ 35.00 | \$ 35.78 | \$ 36.59 | \$ 37.41 | \$ 38.25 | \$ 39.11 | \$ 39.99 | \$ 40.89 | \$ 41.81 | \$ 42.76 |
| Respiratory Therapy | RT-RCP Specialist                          | \$ 26.13                       | \$ 26.72 | \$ 27.32 | \$ 27.93 | \$ 28.56 | \$ 29.20 | \$ 29.86 | \$ 30.53 | \$ 31.22 | \$ 31.92 | \$ 32.64 | \$ 33.38 | \$ 34.13 | \$ 34.89 | \$ 35.68 | \$ 36.48 | \$ 37.30 | \$ 38.14 | \$ 39.00 | \$ 39.88 | \$ 40.78 |
| Sleep               | Polysomnographic Technician (Non-Registrd) | \$ 20.04                       | \$ 20.49 | \$ 20.95 | \$ 21.42 | \$ 21.91 | \$ 22.40 | \$ 22.90 | \$ 23.42 | \$ 23.94 | \$ 24.48 | \$ 25.03 | \$ 25.60 | \$ 26.17 | \$ 26.76 | \$ 27.36 | \$ 27.98 | \$ 28.61 | \$ 29.25 | \$ 29.91 | \$ 30.58 | \$ 31.27 |
| Sleep               | Polysomnographic Technologist (Registered) | \$ 28.47                       | \$ 29.11 | \$ 29.77 | \$ 30.44 | \$ 31.12 | \$ 31.82 | \$ 32.54 | \$ 33.27 | \$ 34.02 | \$ 34.78 | \$ 35.56 | \$ 36.37 | \$ 37.18 | \$ 38.02 | \$ 38.88 | \$ 39.75 | \$ 40.64 | \$ 41.56 | \$ 42.49 | \$ 43.45 | \$ 44.43 |
| Sleep               | Schedule Coordinator                       | \$ 17.55                       | \$ 17.94 | \$ 18.35 | \$ 18.76 | \$ 19.18 | \$ 19.62 | \$ 20.06 | \$ 20.51 | \$ 20.97 | \$ 21.44 | \$ 21.92 | \$ 22.42 | \$ 22.92 | \$ 23.44 | \$ 23.96 | \$ 24.50 | \$ 25.05 | \$ 25.62 | \$ 26.19 | \$ 26.78 | \$ 27.39 |
| Surgical Associates | Surgery Coordinator                        | \$ 18.85                       | \$ 19.27 | \$ 19.71 | \$ 20.15 | \$ 20.60 | \$ 21.07 | \$ 21.54 | \$ 22.03 | \$ 22.52 | \$ 23.03 | \$ 23.55 | \$ 24.08 | \$ 24.62 | \$ 25.17 | \$ 25.74 | \$ 26.32 | \$ 26.91 | \$ 27.52 | \$ 28.14 | \$ 28.77 | \$ 29.42 |
| Various             | Care Team Specialist I                     | \$ 16.40                       | \$ 16.77 | \$ 17.15 | \$ 17.53 | \$ 17.93 | \$ 18.33 | \$ 18.74 | \$ 19.16 | \$ 19.60 | \$ 20.04 | \$ 20.49 | \$ 20.95 | \$ 21.42 | \$ 21.90 | \$ 22.39 | \$ 22.90 | \$ 23.41 | \$ 23.94 | \$ 24.48 | \$ 25.03 | \$ 25.59 |
| Various             | Care Team Specialist II                    | \$ 17.50                       | \$ 17.89 | \$ 18.30 | \$ 18.71 | \$ 19.13 | \$ 19.56 | \$ 20.00 | \$ 20.45 | \$ 20.91 | \$ 21.38 | \$ 21.86 | \$ 22.35 | \$ 22.86 | \$ 23.37 | \$ 23.90 | \$ 24.43 | \$ 24.98 | \$ 25.55 | \$ 26.12 | \$ 26.71 | \$ 27.31 |
| Various             | MSW  | \$ 25.78                       | \$ 26.36 | \$ 26.95 | \$ 27.56 | \$ 28.18 | \$ 28.81 | \$ 29.46 | \$ 30.12 | \$ 30.80 | \$ 31.49 | \$ 32.20 | \$ 32.93 | \$ 33.67 | \$ 34.43 | \$ 35.20 | \$ 35.99 | \$ 36.80 | \$ 37.63 | \$ 38.48 | \$ 39.34 | \$ 40.23 |
| Various             | OT   | \$ 33.49                       | \$ 34.24 | \$ 35.01 | \$ 35.80 | \$ 36.60 | \$ 37.43 | \$ 38.27 | \$ 39.13 | \$ 40.01 | \$ 40.91 | \$ 41.83 | \$ 42.77 | \$ 43.74 | \$ 44.72 | \$ 45.73 | \$ 46.75 | \$ 47.81 | \$ 48.88 | \$ 49.98 | \$ 51.11 | \$ 52.26 |
| Various             | PT   | \$ 33.49                       | \$ 34.24 | \$ 35.01 | \$ 35.80 | \$ 36.60 | \$ 37.43 | \$ 38.27 | \$ 39.13 | \$ 40.01 | \$ 40.91 | \$ 41.83 | \$ 42.77 | \$ 43.74 | \$ 44.72 | \$ 45.73 | \$ 46.75 | \$ 47.81 | \$ 48.88 | \$ 49.98 | \$ 51.11 | \$ 52.26 |
| Various             | PT/OT Assistant                            | \$ 21.83                       | \$ 22.32 | \$ 22.83 | \$ 23.34 | \$ 23.86 | \$ 24.40 | \$ 24.95 | \$ 25.51 | \$ 26.09 | \$ 26.67 | \$ 27.27 | \$ 27.89 | \$ 28.51 | \$ 29.16 | \$ 29.81 | \$ 30.48 | \$ 31.17 | \$ 31.87 | \$ 32.59 | \$ 33.32 | \$ 34.07 |
| Various             | Speech Language Pathologist                | \$ 33.49                       | \$ 34.24 | \$ 35.01 | \$ 35.80 | \$ 36.60 | \$ 37.43 | \$ 38.27 | \$ 39.13 | \$ 40.01 | \$ 40.91 | \$ 41.83 | \$ 42.77 | \$ 43.74 | \$ 44.72 | \$ 45.73 | \$ 46.75 | \$ 47.81 | \$ 48.88 | \$ 49.98 | \$ 51.11 | \$ 52.26 |
| Various             | Speech Therapist                           | \$ 33.49                       | \$ 34.24 | \$ 35.01 | \$ 35.80 | \$ 36.60 | \$ 37.43 | \$ 38.27 | \$ 39.13 | \$ 40.01 | \$ 40.91 | \$ 41.83 | \$ 42.77 | \$ 43.74 | \$ 44.72 | \$ 45.73 | \$ 46.75 | \$ 47.81 | \$ 48.88 | \$ 49.98 | \$ 51.11 | \$ 52.26 |



**APPENDIX A  
WAGE RATES 2019-2021**

| 2019 (effective March 3, 2019) |                             |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|--------------------------------|-----------------------------|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Clinic                         | Title                       | 2019 Base Rate | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  | Step 11  | Step 12  | Step 13  | Step 15  | Step 17  | Step 19  | Step 21  | Step 23  | Step 25  |
| Clinic                         | Care Navigator              | \$ 25.78       | \$ 26.42 | \$ 27.08 | \$ 27.76 | \$ 28.45 | \$ 29.17 | \$ 29.90 | \$ 30.64 | \$ 31.41 | \$ 32.19 | \$ 33.00 | \$ 33.82 | \$ 34.67 | \$ 35.54 | \$ 36.42 | \$ 37.34 | \$ 38.27 | \$ 39.23 | \$ 40.11 | \$ 41.01 |
| Clinic                         | Care Team Support           | \$ 17.13       | \$ 17.56 | \$ 17.99 | \$ 18.44 | \$ 18.91 | \$ 19.38 | \$ 19.86 | \$ 20.36 | \$ 20.87 | \$ 21.39 | \$ 21.92 | \$ 22.47 | \$ 23.03 | \$ 23.61 | \$ 24.20 | \$ 24.81 | \$ 25.43 | \$ 26.06 | \$ 26.65 | \$ 27.25 |
| Clinic                         | Clinic LPN                  | \$ 19.71       | \$ 20.20 | \$ 20.71 | \$ 21.23 | \$ 21.76 | \$ 22.30 | \$ 22.86 | \$ 23.43 | \$ 24.02 | \$ 24.62 | \$ 25.23 | \$ 25.86 | \$ 26.51 | \$ 27.17 | \$ 27.85 | \$ 28.55 | \$ 29.26 | \$ 29.99 | \$ 30.67 | \$ 31.36 |
| Clinic                         | Clinic Office Coordinator   | \$ 19.32       | \$ 19.80 | \$ 20.30 | \$ 20.81 | \$ 21.33 | \$ 21.86 | \$ 22.41 | \$ 22.97 | \$ 23.54 | \$ 24.13 | \$ 24.73 | \$ 25.35 | \$ 25.98 | \$ 26.63 | \$ 27.30 | \$ 27.98 | \$ 28.68 | \$ 29.40 | \$ 30.06 | \$ 30.74 |
| Clinic                         | Clinic Referral Coordinator | \$ 17.13       | \$ 17.56 | \$ 17.99 | \$ 18.44 | \$ 18.91 | \$ 19.38 | \$ 19.86 | \$ 20.36 | \$ 20.87 | \$ 21.39 | \$ 21.92 | \$ 22.47 | \$ 23.03 | \$ 23.61 | \$ 24.20 | \$ 24.81 | \$ 25.43 | \$ 26.06 | \$ 26.65 | \$ 27.25 |
| Clinic                         | Clinic RN                   | \$ 27.40       | \$ 28.09 | \$ 28.79 | \$ 29.51 | \$ 30.25 | \$ 31.00 | \$ 31.78 | \$ 32.57 | \$ 33.39 | \$ 34.22 | \$ 35.08 | \$ 35.96 | \$ 36.85 | \$ 37.78 | \$ 38.72 | \$ 39.69 | \$ 40.68 | \$ 41.70 | \$ 42.64 | \$ 43.60 |
| Clinic                         | Data Entry Specialist       | \$ 17.13       | \$ 17.56 | \$ 17.99 | \$ 18.44 | \$ 18.91 | \$ 19.38 | \$ 19.86 | \$ 20.36 | \$ 20.87 | \$ 21.39 | \$ 21.92 | \$ 22.47 | \$ 23.03 | \$ 23.61 | \$ 24.20 | \$ 24.81 | \$ 25.43 | \$ 26.06 | \$ 26.65 | \$ 27.25 |
| Clinic                         | Lead Office Coordinator     | \$ 20.96       | \$ 21.49 | \$ 22.02 | \$ 22.57 | \$ 23.14 | \$ 23.72 | \$ 24.31 | \$ 24.92 | \$ 25.54 | \$ 26.18 | \$ 26.83 | \$ 27.50 | \$ 28.19 | \$ 28.90 | \$ 29.62 | \$ 30.36 | \$ 31.12 | \$ 31.90 | \$ 32.61 | \$ 33.35 |
| Clinic                         | MA Certified                | \$ 19.32       | \$ 19.80 | \$ 20.30 | \$ 20.81 | \$ 21.33 | \$ 21.86 | \$ 22.41 | \$ 22.97 | \$ 23.54 | \$ 24.13 | \$ 24.73 | \$ 25.35 | \$ 25.98 | \$ 26.63 | \$ 27.30 | \$ 27.98 | \$ 28.68 | \$ 29.40 | \$ 30.06 | \$ 30.74 |
| Clinic                         | Medical Assistant           | \$ 15.32       | \$ 15.71 | \$ 16.10 | \$ 16.50 | \$ 16.91 | \$ 17.34 | \$ 17.77 | \$ 18.22 | \$ 18.67 | \$ 19.14 | \$ 19.62 | \$ 20.11 | \$ 20.61 | \$ 21.12 | \$ 21.65 | \$ 22.19 | \$ 22.75 | \$ 23.32 | \$ 23.84 | \$ 24.38 |
| Clinic                         | Medical Scribe              | \$ 14.57       | \$ 14.93 | \$ 15.30 | \$ 15.69 | \$ 16.08 | \$ 16.48 | \$ 16.89 | \$ 17.31 | \$ 17.75 | \$ 18.19 | \$ 18.64 | \$ 19.11 | \$ 19.59 | \$ 20.08 | \$ 20.58 | \$ 21.09 | \$ 21.62 | \$ 22.16 | \$ 22.66 | \$ 23.17 |
| Clinic                         | Receptionist                | \$ 15.20       | \$ 15.58 | \$ 15.97 | \$ 16.37 | \$ 16.78 | \$ 17.20 | \$ 17.63 | \$ 18.07 | \$ 18.52 | \$ 18.98 | \$ 19.46 | \$ 19.95 | \$ 20.44 | \$ 20.96 | \$ 21.48 | \$ 22.02 | \$ 22.57 | \$ 23.13 | \$ 23.65 | \$ 24.18 |
| Clinic                         | RN Clinical Coordinator     | \$ 29.25       | \$ 29.98 | \$ 30.73 | \$ 31.50 | \$ 32.29 | \$ 33.10 | \$ 33.93 | \$ 34.77 | \$ 35.64 | \$ 36.53 | \$ 37.45 | \$ 38.38 | \$ 39.34 | \$ 40.33 | \$ 41.33 | \$ 42.37 | \$ 43.43 | \$ 44.51 | \$ 45.51 | \$ 46.54 |
| Clinic                         | Dental Assistant            | \$ 16.25       | \$ 16.66 | \$ 17.07 | \$ 17.50 | \$ 17.94 | \$ 18.39 | \$ 18.85 | \$ 19.32 | \$ 19.80 | \$ 20.29 | \$ 20.80 | \$ 21.32 | \$ 21.85 | \$ 22.40 | \$ 22.96 | \$ 23.53 | \$ 24.12 | \$ 24.73 | \$ 25.34 | \$ 25.98 |
| Clinic                         | Dental Hygienist            | \$ 30.83       | \$ 31.60 | \$ 32.39 | \$ 33.20 | \$ 34.03 | \$ 34.88 | \$ 35.75 | \$ 36.65 | \$ 37.56 | \$ 38.50 | \$ 39.47 | \$ 40.45 | \$ 41.46 | \$ 42.50 | \$ 43.56 | \$ 44.65 | \$ 45.77 | \$ 46.91 | \$ 48.08 | \$ 49.29 |



## APPENDIX A WAGE RATES 2019-2021

|                     |  | 2020 (effective first full pay period after 1/1/2020) |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|---------------------|--|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Dept                | Title                                      | 2020 Entry Rate                                       | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  | Step 12  | Step 14  | Step 16  | Step 18  | Step 20  | Step 22  | Step 24  | Step 26  | Step 28  | Step 30  |
| Pharmacy            | Pharmacist                                 | \$ 52.29  | \$ 53.47 | \$ 54.67 | \$ 55.90 | \$ 57.16 | \$ 58.44 | \$ 59.76 | \$ 61.10 | \$ 62.48 | \$ 63.88 | \$ 65.32 | \$ 66.79 | \$ 68.29 | \$ 69.83 | \$ 71.40 | \$ 73.01 | \$ 74.65 | \$ 76.33 | \$ 78.05 | \$ 79.80 | \$ 81.60 |
| Pharmacy            | Pharmacy Assistant                         | \$ 15.77  | \$ 16.12 | \$ 16.49 | \$ 16.86 | \$ 17.24 | \$ 17.63 | \$ 18.02 | \$ 18.43 | \$ 18.84 | \$ 19.27 | \$ 19.70 | \$ 20.14 | \$ 20.60 | \$ 21.06 | \$ 21.53 | \$ 22.02 | \$ 22.51 | \$ 23.02 | \$ 23.54 | \$ 24.07 | \$ 24.61 |
| Pharmacy            | Pharmacy Tech                              | \$ 19.01  | \$ 19.43 | \$ 19.87 | \$ 20.32 | \$ 20.77 | \$ 21.24 | \$ 21.72 | \$ 22.21 | \$ 22.71 | \$ 23.22 | \$ 23.74 | \$ 24.28 | \$ 24.82 | \$ 25.38 | \$ 25.95 | \$ 26.54 | \$ 27.13 | \$ 27.74 | \$ 28.37 | \$ 29.01 | \$ 29.66 |
| Pharmacy            | Pharmacy Tech Specialist                   | \$ 21.32  | \$ 21.80 | \$ 22.29 | \$ 22.79 | \$ 23.30 | \$ 23.83 | \$ 24.36 | \$ 24.91 | \$ 25.47 | \$ 26.04 | \$ 26.63 | \$ 27.23 | \$ 27.84 | \$ 28.47 | \$ 29.11 | \$ 29.76 | \$ 30.43 | \$ 31.12 | \$ 31.82 | \$ 32.53 | \$ 33.27 |
| Rehab               | Rehab Aide                                 | \$ 15.10  | \$ 15.44 | \$ 15.78 | \$ 16.14 | \$ 16.50 | \$ 16.87 | \$ 17.25 | \$ 17.64 | \$ 18.04 | \$ 18.44 | \$ 18.86 | \$ 19.28 | \$ 19.72 | \$ 20.16 | \$ 20.62 | \$ 21.08 | \$ 21.55 | \$ 22.04 | \$ 22.53 | \$ 23.04 | \$ 23.56 |
| Rehab               | Rehab Cardiac Exercise Tech                | \$ 17.05  | \$ 17.44 | \$ 17.83 | \$ 18.23 | \$ 18.64 | \$ 19.06 | \$ 19.49 | \$ 19.93 | \$ 20.37 | \$ 20.83 | \$ 21.30 | \$ 21.78 | \$ 22.27 | \$ 22.77 | \$ 23.28 | \$ 23.81 | \$ 24.34 | \$ 24.89 | \$ 25.45 | \$ 26.02 | \$ 26.61 |
| Rehab               | Rehab Office Coordinator                   | \$ 19.80  | \$ 20.25 | \$ 20.71 | \$ 21.17 | \$ 21.65 | \$ 22.13 | \$ 22.63 | \$ 23.14 | \$ 23.66 | \$ 24.20 | \$ 24.74 | \$ 25.30 | \$ 25.87 | \$ 26.45 | \$ 27.04 | \$ 27.65 | \$ 28.27 | \$ 28.91 | \$ 29.56 | \$ 30.22 | \$ 30.90 |
| Rehab               | Rehab Patient Representative               | \$ 16.74  | \$ 17.11 | \$ 17.50 | \$ 17.89 | \$ 18.29 | \$ 18.71 | \$ 19.13 | \$ 19.56 | \$ 20.00 | \$ 20.45 | \$ 20.91 | \$ 21.38 | \$ 21.86 | \$ 22.35 | \$ 22.85 | \$ 23.37 | \$ 23.89 | \$ 24.43 | \$ 24.98 | \$ 25.54 | \$ 26.12 |
| Rehab               | Rehab Referral Coordinator                 | \$ 17.56  | \$ 17.95 | \$ 18.35 | \$ 18.77 | \$ 19.19 | \$ 19.62 | \$ 20.06 | \$ 20.51 | \$ 20.98 | \$ 21.45 | \$ 21.93 | \$ 22.42 | \$ 22.93 | \$ 23.44 | \$ 23.97 | \$ 24.51 | \$ 25.06 | \$ 25.63 | \$ 26.20 | \$ 26.79 | \$ 27.40 |
| Respiratory Therapy | Respiratory Care Coordinator               | \$ 28.08  | \$ 28.72 | \$ 29.36 | \$ 30.02 | \$ 30.70 | \$ 31.39 | \$ 32.09 | \$ 32.82 | \$ 33.55 | \$ 34.31 | \$ 35.08 | \$ 35.87 | \$ 36.68 | \$ 37.50 | \$ 38.35 | \$ 39.21 | \$ 40.09 | \$ 40.99 | \$ 41.92 | \$ 42.86 | \$ 43.82 |
| Respiratory Therapy | RT-RCP Specialist                          | \$ 26.78  | \$ 27.39 | \$ 28.00 | \$ 28.63 | \$ 29.28 | \$ 29.93 | \$ 30.61 | \$ 31.30 | \$ 32.00 | \$ 32.72 | \$ 33.46 | \$ 34.21 | \$ 34.98 | \$ 35.77 | \$ 36.57 | \$ 37.39 | \$ 38.24 | \$ 39.10 | \$ 39.98 | \$ 40.88 | \$ 41.80 |
| Sleep               | Polysomnographic Technician (Non-Registrd) | \$ 20.54  | \$ 21.00 | \$ 21.48 | \$ 21.96 | \$ 22.45 | \$ 22.96 | \$ 23.47 | \$ 24.00 | \$ 24.54 | \$ 25.10 | \$ 25.66 | \$ 26.24 | \$ 26.83 | \$ 27.43 | \$ 28.05 | \$ 28.68 | \$ 29.32 | \$ 29.98 | \$ 30.66 | \$ 31.35 | \$ 32.05 |
| Sleep               | Polysomnographic Technologist (Registered) | \$ 29.18  | \$ 29.84 | \$ 30.51 | \$ 31.20 | \$ 31.90 | \$ 32.62 | \$ 33.35 | \$ 34.10 | \$ 34.87 | \$ 35.65 | \$ 36.45 | \$ 37.27 | \$ 38.11 | \$ 38.97 | \$ 39.85 | \$ 40.74 | \$ 41.66 | \$ 42.60 | \$ 43.56 | \$ 44.54 | \$ 45.54 |
| Sleep               | Schedule Coordinator                       | \$ 17.99  | \$ 18.39 | \$ 18.81 | \$ 19.23 | \$ 19.66 | \$ 20.11 | \$ 20.56 | \$ 21.02 | \$ 21.49 | \$ 21.98 | \$ 22.47 | \$ 22.98 | \$ 23.49 | \$ 24.02 | \$ 24.56 | \$ 25.12 | \$ 25.68 | \$ 26.26 | \$ 26.85 | \$ 27.45 | \$ 28.07 |
| Surgical Associates | Surgery Coordinator                        | \$ 19.32  | \$ 19.76 | \$ 20.20 | \$ 20.65 | \$ 21.12 | \$ 21.59 | \$ 22.08 | \$ 22.58 | \$ 23.09 | \$ 23.61 | \$ 24.14 | \$ 24.68 | \$ 25.23 | \$ 25.80 | \$ 26.38 | \$ 26.98 | \$ 27.58 | \$ 28.20 | \$ 28.84 | \$ 29.49 | \$ 30.15 |
| Various             | Care Team Specialist I                     | \$ 16.81  | \$ 17.19 | \$ 17.57 | \$ 17.97 | \$ 18.37 | \$ 18.79 | \$ 19.21 | \$ 19.64 | \$ 20.09 | \$ 20.54 | \$ 21.00 | \$ 21.47 | \$ 21.95 | \$ 22.45 | \$ 22.95 | \$ 23.47 | \$ 24.00 | \$ 24.54 | \$ 25.09 | \$ 25.65 | \$ 26.23 |
| Various             | Care Team Specialist II                    | \$ 17.94  | \$ 18.34 | \$ 18.75 | \$ 19.18 | \$ 19.61 | \$ 20.05 | \$ 20.50 | \$ 20.96 | \$ 21.43 | \$ 21.91 | \$ 22.41 | \$ 22.91 | \$ 23.43 | \$ 23.95 | \$ 24.49 | \$ 25.04 | \$ 25.61 | \$ 26.18 | \$ 26.77 | \$ 27.38 | \$ 27.99 |
| Various             | MSW  | \$ 26.42  | \$ 27.02 | \$ 27.63 | \$ 28.25 | \$ 28.88 | \$ 29.53 | \$ 30.20 | \$ 30.88 | \$ 31.57 | \$ 32.28 | \$ 33.01 | \$ 33.75 | \$ 34.51 | \$ 35.29 | \$ 36.08 | \$ 36.89 | \$ 37.72 | \$ 38.57 | \$ 39.44 | \$ 40.33 | \$ 41.23 |
| Various             | OT   | \$ 34.32  | \$ 35.10 | \$ 35.89 | \$ 36.69 | \$ 37.52 | \$ 38.36 | \$ 39.23 | \$ 40.11 | \$ 41.01 | \$ 41.93 | \$ 42.88 | \$ 43.84 | \$ 44.83 | \$ 45.84 | \$ 46.87 | \$ 47.92 | \$ 49.00 | \$ 50.10 | \$ 51.23 | \$ 52.38 | \$ 53.56 |
| Various             | PT   | \$ 34.32  | \$ 35.10 | \$ 35.89 | \$ 36.69 | \$ 37.52 | \$ 38.36 | \$ 39.23 | \$ 40.11 | \$ 41.01 | \$ 41.93 | \$ 42.88 | \$ 43.84 | \$ 44.83 | \$ 45.84 | \$ 46.87 | \$ 47.92 | \$ 49.00 | \$ 50.10 | \$ 51.23 | \$ 52.38 | \$ 53.56 |
| Various             | PT/OT Assistant                            | \$ 22.38  | \$ 22.88 | \$ 23.40 | \$ 23.92 | \$ 24.46 | \$ 25.01 | \$ 25.57 | \$ 26.15 | \$ 26.74 | \$ 27.34 | \$ 27.96 | \$ 28.58 | \$ 29.23 | \$ 29.88 | \$ 30.56 | \$ 31.24 | \$ 31.95 | \$ 32.67 | \$ 33.40 | \$ 34.15 | \$ 34.92 |
| Various             | Speech Language Pathologist                | \$ 34.32  | \$ 35.10 | \$ 35.89 | \$ 36.69 | \$ 37.52 | \$ 38.36 | \$ 39.23 | \$ 40.11 | \$ 41.01 | \$ 41.93 | \$ 42.88 | \$ 43.84 | \$ 44.83 | \$ 45.84 | \$ 46.87 | \$ 47.92 | \$ 49.00 | \$ 50.10 | \$ 51.23 | \$ 52.38 | \$ 53.56 |
| Various             | Speech Therapist                           | \$ 34.32  | \$ 35.10 | \$ 35.89 | \$ 36.69 | \$ 37.52 | \$ 38.36 | \$ 39.23 | \$ 40.11 | \$ 41.01 | \$ 41.93 | \$ 42.88 | \$ 43.84 | \$ 44.83 | \$ 45.84 | \$ 46.87 | \$ 47.92 | \$ 49.00 | \$ 50.10 | \$ 51.23 | \$ 52.38 | \$ 53.56 |

## APPENDIX A WAGE RATES 2019-2021

| 2020 (effective first full pay period after 1/1/2020) |                             |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|---|-----------------------------|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Clinic  | Title                       | 2020 Base Rate | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  | Step 11  | Step 12  | Step 13  | Step 15  | Step 17  | Step 19  | Step 21  | Step 23  | Step 25  |
| Clinic  | Care Navigator              | \$ 26.42       | \$ 27.08 | \$ 27.76 | \$ 28.45 | \$ 29.17 | \$ 29.90 | \$ 30.64 | \$ 31.41 | \$ 32.19 | \$ 33.00 | \$ 33.82 | \$ 34.67 | \$ 35.54 | \$ 36.42 | \$ 37.34 | \$ 38.27 | \$ 39.23 | \$ 40.21 | \$ 41.11 | \$ 42.04 |
| Clinic  | Care Team Support           | \$ 17.56       | \$ 17.99 | \$ 18.44 | \$ 18.91 | \$ 19.38 | \$ 19.86 | \$ 20.36 | \$ 20.87 | \$ 21.39 | \$ 21.92 | \$ 22.47 | \$ 23.03 | \$ 23.61 | \$ 24.20 | \$ 24.81 | \$ 25.43 | \$ 26.06 | \$ 26.71 | \$ 27.31 | \$ 27.93 |
| Clinic  | Clinic LPN                  | \$ 20.20       | \$ 20.71 | \$ 21.23 | \$ 21.76 | \$ 22.30 | \$ 22.86 | \$ 23.43 | \$ 24.02 | \$ 24.62 | \$ 25.23 | \$ 25.86 | \$ 26.51 | \$ 27.17 | \$ 27.85 | \$ 28.55 | \$ 29.26 | \$ 29.99 | \$ 30.74 | \$ 31.43 | \$ 32.14 |
| Clinic  | Clinic Office Coordinator   | \$ 19.80       | \$ 20.30 | \$ 20.81 | \$ 21.33 | \$ 21.86 | \$ 22.41 | \$ 22.97 | \$ 23.54 | \$ 24.13 | \$ 24.73 | \$ 25.35 | \$ 25.98 | \$ 26.63 | \$ 27.30 | \$ 27.98 | \$ 28.68 | \$ 29.40 | \$ 30.13 | \$ 30.81 | \$ 31.51 |
| Clinic  | Clinic Referral Coordinator | \$ 17.56       | \$ 17.99 | \$ 18.44 | \$ 18.91 | \$ 19.38 | \$ 19.86 | \$ 20.36 | \$ 20.87 | \$ 21.39 | \$ 21.92 | \$ 22.47 | \$ 23.03 | \$ 23.61 | \$ 24.20 | \$ 24.81 | \$ 25.43 | \$ 26.06 | \$ 26.71 | \$ 27.31 | \$ 27.93 |
| Clinic  | Clinic RN                   | \$ 28.09       | \$ 28.79 | \$ 29.51 | \$ 30.25 | \$ 31.00 | \$ 31.78 | \$ 32.57 | \$ 33.39 | \$ 34.22 | \$ 35.08 | \$ 35.96 | \$ 36.85 | \$ 37.78 | \$ 38.72 | \$ 39.69 | \$ 40.68 | \$ 41.70 | \$ 42.74 | \$ 43.70 | \$ 44.69 |
| Clinic  | Data Entry Specialist       | \$ 17.56       | \$ 17.99 | \$ 18.44 | \$ 18.91 | \$ 19.38 | \$ 19.86 | \$ 20.36 | \$ 20.87 | \$ 21.39 | \$ 21.92 | \$ 22.47 | \$ 23.03 | \$ 23.61 | \$ 24.20 | \$ 24.81 | \$ 25.43 | \$ 26.06 | \$ 26.71 | \$ 27.31 | \$ 27.93 |
| Clinic  | Lead Office Coordinator     | \$ 21.49       | \$ 22.02 | \$ 22.57 | \$ 23.14 | \$ 23.72 | \$ 24.31 | \$ 24.92 | \$ 25.54 | \$ 26.18 | \$ 26.83 | \$ 27.50 | \$ 28.19 | \$ 28.90 | \$ 29.62 | \$ 30.36 | \$ 31.12 | \$ 31.90 | \$ 32.69 | \$ 33.43 | \$ 34.18 |
| Clinic  | MA Certified                | \$ 19.80       | \$ 20.30 | \$ 20.81 | \$ 21.33 | \$ 21.86 | \$ 22.41 | \$ 22.97 | \$ 23.54 | \$ 24.13 | \$ 24.73 | \$ 25.35 | \$ 25.98 | \$ 26.63 | \$ 27.30 | \$ 27.98 | \$ 28.68 | \$ 29.40 | \$ 30.13 | \$ 30.81 | \$ 31.51 |
| Clinic  | Medical Assistant           | \$ 15.71       | \$ 16.10 | \$ 16.50 | \$ 16.91 | \$ 17.34 | \$ 17.77 | \$ 18.22 | \$ 18.67 | \$ 19.14 | \$ 19.62 | \$ 20.11 | \$ 20.61 | \$ 21.12 | \$ 21.65 | \$ 22.19 | \$ 22.75 | \$ 23.32 | \$ 23.90 | \$ 24.44 | \$ 24.99 |
| Clinic  | Medical Scribe              | \$ 14.93       | \$ 15.30 | \$ 15.69 | \$ 16.08 | \$ 16.48 | \$ 16.89 | \$ 17.31 | \$ 17.75 | \$ 18.19 | \$ 18.64 | \$ 19.11 | \$ 19.59 | \$ 20.08 | \$ 20.58 | \$ 21.09 | \$ 21.62 | \$ 22.16 | \$ 22.72 | \$ 23.23 | \$ 23.75 |
| Clinic  | Receptionist                | \$ 15.58       | \$ 15.97 | \$ 16.37 | \$ 16.78 | \$ 17.20 | \$ 17.63 | \$ 18.07 | \$ 18.52 | \$ 18.98 | \$ 19.46 | \$ 19.95 | \$ 20.44 | \$ 20.96 | \$ 21.48 | \$ 22.02 | \$ 22.57 | \$ 23.13 | \$ 23.71 | \$ 24.24 | \$ 24.79 |
| Clinic  | RN Clinical Coordinator     | \$ 29.98       | \$ 30.73 | \$ 31.50 | \$ 32.29 | \$ 33.10 | \$ 33.93 | \$ 34.77 | \$ 35.64 | \$ 36.53 | \$ 37.45 | \$ 38.38 | \$ 39.34 | \$ 40.33 | \$ 41.33 | \$ 42.37 | \$ 43.43 | \$ 44.51 | \$ 45.63 | \$ 46.65 | \$ 47.70 |
| Clinic  | Dental Assistant            | \$ 16.66       | \$ 17.07 | \$ 17.50 | \$ 17.94 | \$ 18.39 | \$ 18.85 | \$ 19.32 | \$ 19.80 | \$ 20.29 | \$ 20.80 | \$ 21.32 | \$ 21.85 | \$ 22.40 | \$ 22.96 | \$ 23.53 | \$ 24.12 | \$ 24.73 | \$ 25.34 | \$ 25.98 | \$ 26.63 |
| Clinic  | Dental Hygienist            | \$ 31.60       | \$ 32.39 | \$ 33.20 | \$ 34.03 | \$ 34.88 | \$ 35.75 | \$ 36.65 | \$ 37.56 | \$ 38.50 | \$ 39.47 | \$ 40.45 | \$ 41.46 | \$ 42.50 | \$ 43.56 | \$ 44.65 | \$ 45.77 | \$ 46.91 | \$ 48.08 | \$ 49.29 | \$ 50.52 |



APPENDIX A  
WAGE RATES 2019-2021

|                     |  | 2021 (effective first full pay period after 1/1/2021) |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |  |  |
|---------------------|--|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--|--|
| Dept                | Title                                      | 2021 Entry Rate                                       | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  | Step 12  | Step 14  | Step 16  | Step 18  | Step 20  | Step 22  | Step 24  | Step 26  | Step 28  | Step 30  |  |  |
| Pharmacy            | Pharmacist                                 | \$ 53.60  | \$ 54.80 | \$ 56.04 | \$ 57.30 | \$ 58.59 | \$ 59.90 | \$ 61.25 | \$ 62.63 | \$ 64.04 | \$ 65.48 | \$ 66.95 | \$ 68.46 | \$ 70.00 | \$ 71.58 | \$ 73.19 | \$ 74.83 | \$ 76.52 | \$ 78.24 | \$ 80.00 | \$ 81.80 | \$ 83.64 |  |  |
| Pharmacy            | Pharmacy Assistant                         | \$ 16.16  | \$ 16.53 | \$ 16.90 | \$ 17.28 | \$ 17.67 | \$ 18.07 | \$ 18.47 | \$ 18.89 | \$ 19.31 | \$ 19.75 | \$ 20.19 | \$ 20.65 | \$ 21.11 | \$ 21.59 | \$ 22.07 | \$ 22.57 | \$ 23.08 | \$ 23.60 | \$ 24.13 | \$ 24.67 | \$ 25.22 |  |  |
| Pharmacy            | Pharmacy Tech                              | \$ 19.48  | \$ 19.92 | \$ 20.37 | \$ 20.83 | \$ 21.29 | \$ 21.77 | \$ 22.26 | \$ 22.76 | \$ 23.28 | \$ 23.80 | \$ 24.34 | \$ 24.88 | \$ 25.44 | \$ 26.02 | \$ 26.60 | \$ 27.20 | \$ 27.81 | \$ 28.44 | \$ 29.08 | \$ 29.73 | \$ 30.40 |  |  |
| Pharmacy            | Pharmacy Tech Specialist                   | \$ 21.85  | \$ 22.34 | \$ 22.84 | \$ 23.36 | \$ 23.88 | \$ 24.42 | \$ 24.97 | \$ 25.53 | \$ 26.11 | \$ 26.69 | \$ 27.30 | \$ 27.91 | \$ 28.54 | \$ 29.18 | \$ 29.84 | \$ 30.51 | \$ 31.19 | \$ 31.90 | \$ 32.61 | \$ 33.35 | \$ 34.10 |  |  |
| Rehab               | Rehab Aide                                 | \$ 15.47  | \$ 15.82 | \$ 16.18 | \$ 16.54 | \$ 16.92 | \$ 17.30 | \$ 17.69 | \$ 18.08 | \$ 18.49 | \$ 18.91 | \$ 19.33 | \$ 19.77 | \$ 20.21 | \$ 20.67 | \$ 21.13 | \$ 21.61 | \$ 22.09 | \$ 22.59 | \$ 23.10 | \$ 23.62 | \$ 24.15 |  |  |
| Rehab               | Rehab Cardiac Exercise Tech                | \$ 17.48  | \$ 17.87 | \$ 18.27 | \$ 18.68 | \$ 19.10 | \$ 19.53 | \$ 19.97 | \$ 20.42 | \$ 20.88 | \$ 21.35 | \$ 21.83 | \$ 22.32 | \$ 22.83 | \$ 23.34 | \$ 23.87 | \$ 24.40 | \$ 24.95 | \$ 25.51 | \$ 26.09 | \$ 26.67 | \$ 27.27 |  |  |
| Rehab               | Rehab Office Coordinator                   | \$ 20.30  | \$ 20.76 | \$ 21.22 | \$ 21.70 | \$ 22.19 | \$ 22.69 | \$ 23.20 | \$ 23.72 | \$ 24.25 | \$ 24.80 | \$ 25.36 | \$ 25.93 | \$ 26.51 | \$ 27.11 | \$ 27.72 | \$ 28.34 | \$ 28.98 | \$ 29.63 | \$ 30.30 | \$ 30.98 | \$ 31.68 |  |  |
| Rehab               | Rehab Patient Representative               | \$ 17.15  | \$ 17.54 | \$ 17.94 | \$ 18.34 | \$ 18.75 | \$ 19.17 | \$ 19.61 | \$ 20.05 | \$ 20.50 | \$ 20.96 | \$ 21.43 | \$ 21.91 | \$ 22.41 | \$ 22.91 | \$ 23.42 | \$ 23.95 | \$ 24.49 | \$ 25.04 | \$ 25.61 | \$ 26.18 | \$ 26.77 |  |  |
| Rehab               | Rehab Referral Coordinator                 | \$ 17.99  | \$ 18.40 | \$ 18.81 | \$ 19.24 | \$ 19.67 | \$ 20.11 | \$ 20.56 | \$ 21.03 | \$ 21.50 | \$ 21.98 | \$ 22.48 | \$ 22.99 | \$ 23.50 | \$ 24.03 | \$ 24.57 | \$ 25.12 | \$ 25.69 | \$ 26.27 | \$ 26.86 | \$ 27.46 | \$ 28.08 |  |  |
| Respiratory Therapy | Respiratory Care Coordinator               | \$ 28.79  | \$ 29.43 | \$ 30.10 | \$ 30.77 | \$ 31.46 | \$ 32.17 | \$ 32.90 | \$ 33.64 | \$ 34.39 | \$ 35.17 | \$ 35.96 | \$ 36.77 | \$ 37.60 | \$ 38.44 | \$ 39.31 | \$ 40.19 | \$ 41.09 | \$ 42.02 | \$ 42.96 | \$ 43.93 | \$ 44.92 |  |  |
| Respiratory Therapy | RT-RCP Specialist                          | \$ 27.45  | \$ 28.07 | \$ 28.70 | \$ 29.35 | \$ 30.01 | \$ 30.68 | \$ 31.37 | \$ 32.08 | \$ 32.80 | \$ 33.54 | \$ 34.29 | \$ 35.07 | \$ 35.85 | \$ 36.66 | \$ 37.49 | \$ 38.33 | \$ 39.19 | \$ 40.07 | \$ 40.98 | \$ 41.90 | \$ 42.84 |  |  |
| Sleep               | Polysomnographic Technician (Non-Registrd) | \$ 21.05  | \$ 21.53 | \$ 22.01 | \$ 22.51 | \$ 23.01 | \$ 23.53 | \$ 24.06 | \$ 24.60 | \$ 25.16 | \$ 25.72 | \$ 26.30 | \$ 26.89 | \$ 27.50 | \$ 28.12 | \$ 28.75 | \$ 29.40 | \$ 30.06 | \$ 30.73 | \$ 31.43 | \$ 32.13 | \$ 32.86 |  |  |
| Sleep               | Polysomnographic Technologist (Registered) | \$ 29.91  | \$ 30.58 | \$ 31.27 | \$ 31.98 | \$ 32.70 | \$ 33.43 | \$ 34.18 | \$ 34.95 | \$ 35.74 | \$ 36.54 | \$ 37.37 | \$ 38.21 | \$ 39.07 | \$ 39.94 | \$ 40.84 | \$ 41.76 | \$ 42.70 | \$ 43.66 | \$ 44.65 | \$ 45.65 | \$ 46.68 |  |  |
| Sleep               | Schedule Coordinator                       | \$ 18.44  | \$ 18.85 | \$ 19.28 | \$ 19.71 | \$ 20.15 | \$ 20.61 | \$ 21.07 | \$ 21.55 | \$ 22.03 | \$ 22.53 | \$ 23.03 | \$ 23.55 | \$ 24.08 | \$ 24.62 | \$ 25.18 | \$ 25.74 | \$ 26.32 | \$ 26.92 | \$ 27.52 | \$ 28.14 | \$ 28.77 |  |  |
| Surgical Associates | Surgery Coordinator                        | \$ 19.80  | \$ 20.25 | \$ 20.71 | \$ 21.17 | \$ 21.65 | \$ 22.13 | \$ 22.63 | \$ 23.14 | \$ 23.66 | \$ 24.20 | \$ 24.74 | \$ 25.30 | \$ 25.87 | \$ 26.45 | \$ 27.04 | \$ 27.65 | \$ 28.27 | \$ 28.91 | \$ 29.56 | \$ 30.22 | \$ 30.90 |  |  |
| Various             | Care Team Specialist I                     | \$ 17.23  | \$ 17.62 | \$ 18.01 | \$ 18.42 | \$ 18.83 | \$ 19.26 | \$ 19.69 | \$ 20.13 | \$ 20.59 | \$ 21.05 | \$ 21.52 | \$ 22.01 | \$ 22.50 | \$ 23.01 | \$ 23.53 | \$ 24.06 | \$ 24.60 | \$ 25.15 | \$ 25.72 | \$ 26.30 | \$ 26.89 |  |  |
| Various             | Care Team Specialist II                    | \$ 18.39  | \$ 18.80 | \$ 19.22 | \$ 19.66 | \$ 20.10 | \$ 20.55 | \$ 21.01 | \$ 21.48 | \$ 21.97 | \$ 22.46 | \$ 22.97 | \$ 23.48 | \$ 24.01 | \$ 24.55 | \$ 25.11 | \$ 25.67 | \$ 26.25 | \$ 26.84 | \$ 27.44 | \$ 28.06 | \$ 28.69 |  |  |
| Various             | MSW  | \$ 27.08  | \$ 27.69 | \$ 28.32 | \$ 28.95 | \$ 29.60 | \$ 30.27 | \$ 30.95 | \$ 31.65 | \$ 32.36 | \$ 33.09 | \$ 33.83 | \$ 34.59 | \$ 35.37 | \$ 36.17 | \$ 36.98 | \$ 37.81 | \$ 38.67 | \$ 39.54 | \$ 40.42 | \$ 41.33 | \$ 42.26 |  |  |
| Various             | OT   | \$ 35.18  | \$ 35.97 | \$ 36.78 | \$ 37.61 | \$ 38.46 | \$ 39.32 | \$ 40.21 | \$ 41.11 | \$ 42.04 | \$ 42.98 | \$ 43.95 | \$ 44.94 | \$ 45.95 | \$ 46.98 | \$ 48.04 | \$ 49.12 | \$ 50.23 | \$ 51.36 | \$ 52.51 | \$ 53.69 | \$ 54.90 |  |  |
| Various             | PT   | \$ 35.18  | \$ 35.97 | \$ 36.78 | \$ 37.61 | \$ 38.46 | \$ 39.32 | \$ 40.21 | \$ 41.11 | \$ 42.04 | \$ 42.98 | \$ 43.95 | \$ 44.94 | \$ 45.95 | \$ 46.98 | \$ 48.04 | \$ 49.12 | \$ 50.23 | \$ 51.36 | \$ 52.51 | \$ 53.69 | \$ 54.90 |  |  |
| Various             | PT/OT Assistant                            | \$ 22.94  | \$ 23.45 | \$ 23.98 | \$ 24.52 | \$ 25.07 | \$ 25.64 | \$ 26.21 | \$ 26.80 | \$ 27.41 | \$ 28.02 | \$ 28.65 | \$ 29.30 | \$ 29.96 | \$ 30.63 | \$ 31.32 | \$ 32.03 | \$ 32.75 | \$ 33.48 | \$ 34.24 | \$ 35.01 | \$ 35.79 |  |  |
| Various             | Speech Language Pathologist                | \$ 35.18  | \$ 35.97 | \$ 36.78 | \$ 37.61 | \$ 38.46 | \$ 39.32 | \$ 40.21 | \$ 41.11 | \$ 42.04 | \$ 42.98 | \$ 43.95 | \$ 44.94 | \$ 45.95 | \$ 46.98 | \$ 48.04 | \$ 49.12 | \$ 50.23 | \$ 51.36 | \$ 52.51 | \$ 53.69 | \$ 54.90 |  |  |
| Various             | Speech Therapist                           | \$ 35.18  | \$ 35.97 | \$ 36.78 | \$ 37.61 | \$ 38.46 | \$ 39.32 | \$ 40.21 | \$ 41.11 | \$ 42.04 | \$ 42.98 | \$ 43.95 | \$ 44.94 | \$ 45.95 | \$ 46.98 | \$ 48.04 | \$ 49.12 | \$ 50.23 | \$ 51.36 | \$ 52.51 | \$ 53.69 | \$ 54.90 |  |  |

## APPENDIX A WAGE RATES 2019-2021

| 2021 (effective first full pay period after 1/1/2021) |                             |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|---|-----------------------------|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Clinic  | Title                       | 2021 Base Rate | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  | Step 11  | Step 12  | Step 13  | Step 15  | Step 17  | Step 19  | Step 21  | Step 23  | Step 25  |
| Clinic  | Care Navigator              | \$ 27.08       | \$ 27.76 | \$ 28.45 | \$ 29.17 | \$ 29.90 | \$ 30.64 | \$ 31.41 | \$ 32.19 | \$ 33.00 | \$ 33.82 | \$ 34.67 | \$ 35.54 | \$ 36.42 | \$ 37.34 | \$ 38.27 | \$ 39.23 | \$ 40.21 | \$ 41.21 | \$ 42.14 | \$ 43.09 |
| Clinic  | Care Team Support           | \$ 17.99       | \$ 18.44 | \$ 18.91 | \$ 19.38 | \$ 19.86 | \$ 20.36 | \$ 20.87 | \$ 21.39 | \$ 21.92 | \$ 22.47 | \$ 23.03 | \$ 23.61 | \$ 24.20 | \$ 24.81 | \$ 25.43 | \$ 26.06 | \$ 26.71 | \$ 27.38 | \$ 28.00 | \$ 28.63 |
| Clinic  | Clinic LPN                  | \$ 20.71       | \$ 21.23 | \$ 21.76 | \$ 22.30 | \$ 22.86 | \$ 23.43 | \$ 24.02 | \$ 24.62 | \$ 25.23 | \$ 25.86 | \$ 26.51 | \$ 27.17 | \$ 27.85 | \$ 28.55 | \$ 29.26 | \$ 29.99 | \$ 30.74 | \$ 31.51 | \$ 32.22 | \$ 32.94 |
| Clinic  | Clinic Office Coordinator   | \$ 20.30       | \$ 20.81 | \$ 21.33 | \$ 21.86 | \$ 22.41 | \$ 22.97 | \$ 23.54 | \$ 24.13 | \$ 24.73 | \$ 25.35 | \$ 25.98 | \$ 26.63 | \$ 27.30 | \$ 27.98 | \$ 28.68 | \$ 29.40 | \$ 30.13 | \$ 30.89 | \$ 31.58 | \$ 32.29 |
| Clinic  | Clinic Referral Coordinator | \$ 17.99       | \$ 18.44 | \$ 18.91 | \$ 19.38 | \$ 19.86 | \$ 20.36 | \$ 20.87 | \$ 21.39 | \$ 21.92 | \$ 22.47 | \$ 23.03 | \$ 23.61 | \$ 24.20 | \$ 24.81 | \$ 25.43 | \$ 26.06 | \$ 26.71 | \$ 27.38 | \$ 28.00 | \$ 28.63 |
| Clinic  | Clinic RN                   | \$ 28.79       | \$ 29.51 | \$ 30.25 | \$ 31.00 | \$ 31.78 | \$ 32.57 | \$ 33.39 | \$ 34.22 | \$ 35.08 | \$ 35.96 | \$ 36.85 | \$ 37.78 | \$ 38.72 | \$ 39.69 | \$ 40.68 | \$ 41.70 | \$ 42.74 | \$ 43.81 | \$ 44.79 | \$ 45.80 |
| Clinic  | Data Entry Specialist       | \$ 17.99       | \$ 18.44 | \$ 18.91 | \$ 19.38 | \$ 19.86 | \$ 20.36 | \$ 20.87 | \$ 21.39 | \$ 21.92 | \$ 22.47 | \$ 23.03 | \$ 23.61 | \$ 24.20 | \$ 24.81 | \$ 25.43 | \$ 26.06 | \$ 26.71 | \$ 27.38 | \$ 28.00 | \$ 28.63 |
| Clinic  | Lead Office Coordinator     | \$ 22.02       | \$ 22.57 | \$ 23.14 | \$ 23.72 | \$ 24.31 | \$ 24.92 | \$ 25.54 | \$ 26.18 | \$ 26.83 | \$ 27.50 | \$ 28.19 | \$ 28.90 | \$ 29.62 | \$ 30.36 | \$ 31.12 | \$ 31.90 | \$ 32.69 | \$ 33.51 | \$ 34.26 | \$ 35.03 |
| Clinic  | MA Certified                | \$ 20.30       | \$ 20.81 | \$ 21.33 | \$ 21.86 | \$ 22.41 | \$ 22.97 | \$ 23.54 | \$ 24.13 | \$ 24.73 | \$ 25.35 | \$ 25.98 | \$ 26.63 | \$ 27.30 | \$ 27.98 | \$ 28.68 | \$ 29.40 | \$ 30.13 | \$ 30.89 | \$ 31.58 | \$ 32.29 |
| Clinic  | Medical Assistant           | \$ 16.10       | \$ 16.50 | \$ 16.91 | \$ 17.34 | \$ 17.77 | \$ 18.22 | \$ 18.67 | \$ 19.14 | \$ 19.62 | \$ 20.11 | \$ 20.61 | \$ 21.12 | \$ 21.65 | \$ 22.19 | \$ 22.75 | \$ 23.32 | \$ 23.90 | \$ 24.50 | \$ 25.05 | \$ 25.61 |
| Clinic  | Medical Scribe              | \$ 15.30       | \$ 15.69 | \$ 16.08 | \$ 16.48 | \$ 16.89 | \$ 17.31 | \$ 17.75 | \$ 18.19 | \$ 18.64 | \$ 19.11 | \$ 19.59 | \$ 20.08 | \$ 20.58 | \$ 21.09 | \$ 21.62 | \$ 22.16 | \$ 22.72 | \$ 23.28 | \$ 23.81 | \$ 24.34 |
| Clinic  | Receptionist                | \$ 15.97       | \$ 16.37 | \$ 16.78 | \$ 17.20 | \$ 17.63 | \$ 18.07 | \$ 18.52 | \$ 18.98 | \$ 19.46 | \$ 19.95 | \$ 20.44 | \$ 20.96 | \$ 21.48 | \$ 22.02 | \$ 22.57 | \$ 23.13 | \$ 23.71 | \$ 24.30 | \$ 24.85 | \$ 25.41 |
| Clinic  | RN Clinical Coordinator     | \$ 30.73       | \$ 31.50 | \$ 32.29 | \$ 33.10 | \$ 33.93 | \$ 34.77 | \$ 35.64 | \$ 36.53 | \$ 37.45 | \$ 38.38 | \$ 39.34 | \$ 40.33 | \$ 41.33 | \$ 42.37 | \$ 43.43 | \$ 44.51 | \$ 45.63 | \$ 46.77 | \$ 47.82 | \$ 48.89 |
| Clinic  | Dental Assistant            | \$ 17.07       | \$ 17.50 | \$ 17.94 | \$ 18.39 | \$ 18.85 | \$ 19.32 | \$ 19.80 | \$ 20.29 | \$ 20.80 | \$ 21.32 | \$ 21.85 | \$ 22.40 | \$ 22.96 | \$ 23.53 | \$ 24.12 | \$ 24.73 | \$ 25.34 | \$ 25.98 | \$ 26.63 | \$ 27.29 |
| Clinic  | Dental Hygienist            | \$ 32.39       | \$ 33.20 | \$ 34.03 | \$ 34.88 | \$ 35.75 | \$ 36.65 | \$ 37.56 | \$ 38.50 | \$ 39.47 | \$ 40.45 | \$ 41.46 | \$ 42.50 | \$ 43.56 | \$ 44.65 | \$ 45.77 | \$ 46.91 | \$ 48.08 | \$ 49.29 | \$ 50.52 | \$ 51.78 |

APPENDIX B  
SURGICAL TECHNICIAN AGREEMENT (ST)

1. The Hospital will make a good faith effort to schedule Surgical Technicians for no more than one hundred fifty (150) hours per monthly schedule. STs may volunteer for additional hours of call.
2. During call hours assigned above one hundred fifty (150), call back will be paid at two times (2x) the regular rate.
3. Call shifts will be posted each month for weekdays, weekends and holidays.
4. Food will be provided in the event the ST is required to work through a meal break. The Hospital will make every attempt to provide relief so that meal and rest breaks can be taken.
5. If the ST feels she/he is unsafe due to excessive callback, the ST shall notify the House Coordinator who will make every effort to get a replacement for the ST. Once a replacement is obtained the ST is relieved of duty (patients cannot be abandoned). No disciplinary action shall be taken due to this condition.
6. If an ST is called in to work when scheduled on call or placed on standby, he/she shall receive pay at one and one-half (1 1/2) times the usual rate for a minimum of three (3) hours. Standby pay shall be paid in addition to callback.
7. 80% Salary Guarantee.
  - a. For those STs who sign a written commitment for a four (4) month period to take one (1) extra shift each month during that period, the Hospital will guarantee 80% of those employees' position each month. Open shifts will be designated by the Hospital during the normal scheduling process, and the employees must sign up on or before the 18th of the preceding month. Shifts will be granted on a first come, first served basis. The extra shift will count towards the guarantee, if worked. (Example: A person who is normally scheduled for 12 shifts in a month or 96 hours is guaranteed to be paid for 76.8 hours or 80% of 96. After signing up for an additional 8 hours, the person now has 104 hours scheduled. The Hospital guarantees that the employee will be paid for at least 76.8 of those hours if the employee works or is available to work.)
  - b. Persons holding 1.0 and .9 positions are considered guaranteed and do not need to make a commitment for an extra shift.
  - c. If a person subject to the guarantee takes leave with or without pay, gives a shift away, takes vacation, is ill, or volunteers for low census, those hours will be considered worked for purposes of measuring or paying the guarantee.
  - d. The guarantee will be based on number of shifts actually scheduled in each month.
  - e. Low census will be assigned in the following order:



- (1) STs not on the guarantee with the least low census.
    - (2) STs in the guarantee with the least low census.
  - f. When an ST participating in the plan reaches the number of low census hours beyond which he/she would drop below 80%, he/she should consult with the Director of Surgical Services or her designee as to the projects that could be undertaken if direct care work is unavailable.
  - g. For ST on callback, the weekend premium shall begin at the end of the scheduled shift on Friday and end at 7:00 a.m. on Monday.
8. STs working an eight (8) hour shift shall be paid contractual overtime at a rate of one and one-half (1½) times the ST's base hourly rate of pay; all time worked in excess of twelve (12) hours, broken or unbroken, within a twenty-four (24) hour period shall be paid at two times (2x) the base hourly rate of pay, except for ten (10) hour, twelve (12) hour, and flexible shifts. The twenty-four (24) hour period shall commence at the beginning of the employee's regularly scheduled shift and end twenty-four (24) hours after it begins (e.g., if an employee's regularly scheduled shift begins at 7:00 a.m., the twenty-four hour period for the purpose of this paragraph will end at 7:00 a.m. the following day.)
9. STs that are assigned to on-call status shall be paid at a rate of four dollars per hour.

APPENDIX C  
RADIOLOGY TECHNOLOGIST AGREEMENT

1. For standby hours scheduled in excess of one hundred fifty (150) hours per month, an additional fifty cents (\$.50) per hour shall be paid over and above the standby rate of pay.
2. If the Radiology Technologist feels she/he is unsafe due to a particular period of excessive call back, the Radiology Technologist shall notify the Supervisor or Administrator on Call in order to be relieved. The Radiology Technologist will be relieved of duty for up to eight (8) hours as soon as relief is available.

APPENDIX D  
RESPIRATORY THERAPIST AGREEMENT

1. For standby hours scheduled in excess of one hundred fifty (150) hours per month, an additional fifty cents (\$.50) per hour shall be paid over and above the standby rate of pay.
2. If the Respiratory Therapist feels she/he is unsafe due to a particular period of excessive call back, the Respiratory Therapist shall notify the Supervisor or Administrator on Call in order to be relieved. The Respiratory Therapist will be relieved of duty for up to eight (8) hours as soon as relief is available.

APPENDIX E  
COURTESY CLAUSE

The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous, and dignified manner when such individuals interact with fellow employees, patients, and the public. The Employer will create a Revised Chain of Command Policy, with input from the Labor Management Committee, by March 31, 2019, which will have multiple options, including directly to Human Resources, for employees to report concerns about inappropriate behavior by co-workers and supervisors.

MEMORANDUM OF UNDERSTANDING – ONE  
Drug and Alcohol Policy

Drug and alcohol abuse and use is unacceptable in a Hospital where the slightest inattention to detail can affect patient welfare. While the Hospital has no desire to unnecessarily intrude upon the private lives of its employees, involvement with alcohol and/or drugs can affect job performance safety and public confidence in the Hospital. Employees must report to work in a condition to perform their work efficiently and safely. The Hospital's goal is to maintain a drug and alcohol-free workplace and environment. To this end any policy that applies to employees must also apply to non-union employees and management.

In all aspects of any drug and alcohol policy, individual privacy will be maintained with the strictest confidentiality appropriate. The Hospital agrees all information obtained through the policy will be kept in the strictest confidence and not divulged to any other employees not directly involved with the incident. Management and administrative staff with a need-to-know may have access only as required by job duties.

On a case-by-case basis, the Hospital will consider if continued monitoring through a "last chance agreement" including drug/alcohol testing is appropriate. The Union will be provided with a copy of the proposed last chance agreement and upon request of the Union, a meeting will be scheduled to discuss the Agreement.

The Hospital reserves the right to implement a policy for drug and alcohol testing in accord with the foregoing principles. The parties agree that if any changes are made to the existing policy the Hospital must notify the Union of the proposed changes and meet and discuss them with the Union before implementation.

Lidany Whittington CFO/CAO  
For Jefferson Healthcare

Date 7/7/19

Michael Hines  
For UFCW Local 21

Date 7/8/19

MEMORANDUM OF UNDERSTANDING – TWO  
Transition to New PTO Maximum Accrual Ceiling

Employees with a PTO balance above the new maximum accrual ceiling at the effective date of this contract will have the excess hours cashed out at the employee's base rate of pay, or, by request of the employee, have the funds deferred to the 457 Retirement Plan within IRS limits.

Lifong Whittington CEO/COO  
For Jefferson Healthcare

Date 7/17/19

Michael Hines  
For UFCW Local 21

Date 7/8/19

MEMORANDUM OF UNDERSTANDING – THREE  
Legacy Sick Leave

At the close of the second payroll period after ratification of this Agreement by the bargaining unit and the Employer, employees who have accrued sick leave under the Employer's former sick leave policy shall receive a lump sum payment for such leave.

Lilay Stington CFO/COO  
For Jefferson Healthcare

Date 7/17/19

Michael Harris  
For UFCW Local 21

Date 7/8/19

MEMORANDUM OF UNDERSTANDING – FOUR  
Certifications

Certifications Required for Position. If a position requires a certification listed in 9.12 or 9.12.1, the people receiving that certification at that time shall continue to receive it, but employees subsequently hired into that position will not receive it. To clarify, anyone currently receiving certification pay will continue to receive certification pay following ratification of the 2019-2021 Agreement. The parties agree to revisit this clause during the negotiations for the successor to the 2019-2021 Agreement.

Lilay Whittington CEO/CAO  
For Jefferson Healthcare

Date 7/17/19

Michael Hines  
For UFCW Local 21

Date 7/8/19



MEMORANDUM OF UNDERSTANDING – FIVE  
Sleep and Surgical Associates Clinics

If a Sleep Clinic or Surgical Associates Clinic employee is currently being paid at a rate in between two steps, upon the effective date of this Agreement, such employee will be moved to the step above the employee's current wage. If the resulting wage increase is less than two percent (2%), then the employee will receive a lump sum payment for the difference between the wage increase and two percent (2%). For example, if an employee making \$50,000 annually would receive a 0.75% increase from being moved to the step higher than the employee's wage, then the employee would receive a lump sum of \$625 (1.25% x \$50,000). Such Sleep Clinic and Surgical Associates Clinic employees will not receive an across-the-board increase in 2019.

Existing Sleep Clinic or Surgical Associates Clinic employees will receive a step increase effective on the anniversary date of their hire. After this increase, they shall receive step increases pursuant to Article 9.1.1.

Elana Whittington CTO/CSO  
For Jefferson Healthcare

Date 7/17/19

Michael Hines  
For UFCW Local 21

Date 7/8/19

MEMORANDUM OF UNDERSTANDING – SIX  
Dietary Task Force

One representative from Human Resources and one manager from Dietary and two employees from the Dietary department accompanied by a union representative or steward shall meet twice within 60 days after ratification of this Agreement for the purpose of reviewing dietary workplace practices and discussing potential changes to the same. A recommendation will be made from these meetings.

L. Jay Whittington CEO/CAO  
For Jefferson Healthcare

Date 7/17/19

Michael James  
For UFCW Local 21

Date 7/18/19

MEMORANDUM OF UNDERSTANDING – SEVEN  
Replacement Contribution in Lieu of Sound Health Retiree Medical

Effective February 1, 2019 on January 2019 hours, the Employer shall contribute \$0.01 per compensable hour to Sound Health & Wellness Trust in lieu of contributions to Sound Health Retiree Medical.

Lidany Whittington CEO/CAO  
For Jefferson Healthcare

Date 7/17/19

Michael Homic  
For UFCW Local 21

Date 7/8/19

MEMORANDUM OF UNDERSTANDING – EIGHT  
ED Technicians Express Clinic

The employer may float Emergency Department Technicians, on a rotational basis, to work at the Express Clinic. The terms and conditions set forth in the RN collective bargaining agreement apply to RNs working at the Express Clinic.

Lilay Whittington CFO/CSO  
For Jefferson Healthcare

Date 7/17/19

Michael Hines  
For UFCW Local 21

Date 7/8/19

Letter of Understanding re Ratification/Signing Bonus

Upon ratification of the Tentative Agreement by this Unit and by the Board of Public Hospital District No. 1 of Jefferson County, Washington, operating Jefferson General Hospital (the "Hospital"), Unit employees covered by the Final Agreement shall be eligible for a one-time payment, less applicable legal withholdings. The amount of the one-time payment will be two and one-half percent (2.5%) of each eligible employee's base rate for all hours worked in the period from February 1, 2019 through March 2, 2019. Such payment will be made to employees within twenty (20) business days after signing of the Final Agreement.

*L. Lang Whittington* CFO/CEO  
For Jefferson Healthcare

Date 7/17/19

*Michael Jensen*  
For UFCW Local 21

Date 7/8/19

## ADDENDUM – SECURITY OFFICERS

1. Except as otherwise provided in this Addendum, all provisions of the Agreement between Jefferson County Public Hospital District No. 2, doing business as Jefferson Healthcare, and UFCW 21 regarding Clinic, Professional, Technical, and Service/Maintenance, Business Office, and Medical Records Employees apply to Jefferson Healthcare employees with the job title of Security Officer. Such employees shall be referred to as “Security Officers” in this Addendum.
2. 6.9 Uniforms. The Hospital will make uniforms available to Security Officers. Security Officers are responsible for maintaining and laundering their uniforms. The Hospital shall provide work shirts, badges, patches and all other required equipment. The Hospital shall provide reimbursement for patch placement on uniform shirts if required, as long as the Security Officer completes an Incident Report regarding the patch/shirt damage. The Hospital shall provide reimbursement for all clothing/equipment that is required to be worn or carried for the job (e.g., pants, shoes, belt, but not personal cell phone or multi-tool) and that is damaged (beyond routine wear and tear) in the performance of the officer’s duty, as long as the Security Officer completes an Incident Report regarding the damage.
3. Training: Security Officers shall receive all necessary training (including refresher training) required by Jefferson Healthcare policy.
4. 8.1 Workday/Work Period. A normal workday shall consist of eight (8), ten (10), or twelve (12) hours of work to be completed within eight (8), ten (10), or twelve (12) consecutive hours, respectively, to include a thirty (30) minute paid meal period. The normal work period shall consist of up to forty (40) hours of work within a seven (7) day period or up to eighty (80) hours of work within a fourteen (14) day period. Any deviation from this must comply with Article 8.10 (Flex Shifts).
5. 8.3 Meal and Rest Periods. Due to the nature of Security Officers’ work, they are on-call during meal and rest periods, and those meal and rest periods may be interrupted. Accordingly, all Security Officers shall receive a paid thirty (30) minute meal period during each regular workday. Employees shall also receive two (2) paid rest periods of fifteen (15) minutes each during each eight (8) or ten (10) hour workday and a third (15) minute break for (12) hour shifts. If a meal or rest period is interrupted, then the Security Officer may take the remainder of the meal or rest period, as applicable, when the Security Officer is able to do so during the Security Officer’s shift. Security Officers shall not receive callback or call-in pay when asked to respond during paid meal or rest breaks.
6. 8.7 Weekend Work (including subsections) shall not apply to Security Officers.
7. 9.3 On-Call (including subsections) shall not apply to Security Officers unless an on-call schedule is enacted by the Hospital.
8. 9.5 Shift Differential (including subsections) shall not apply to Security Officers.
9. 10.7 Work on Traditional Holidays. The Hospital recognizes the following holidays: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Security Officers scheduled to work on New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas Day shall be

paid one and one-half (1 1/2) times their base rate of pay for all hours worked on the holiday. Employees may also request PTO hours in addition to the hours worked.

10.7.1 Holiday pay shall be due only those Security Officers who work a majority of hours on the designated calendar date for the holiday. For example, an employee who begins their shift at noon on December 25 will be paid holiday pay, but an employee who begins their shift at 9 p.m. on December 25 does not qualify for holiday pay.

10.7.2 This section shall not apply to Security Officers.

*L. Langhittig* CAO/CAO  
For Jefferson Healthcare

Date 7/17/19

*Michael Harris*  
For UFCW Local 21

Date 7/8/19

GSB:10284017.1

# 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](http://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:**

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER  
RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

## **UFCW 21**

**Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer**

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