

Agreement by and between

UFCW 21 and Forks Community Hospital



**Technical / Service
Unit**

Effective through 6/30/2023



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

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

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

My Union Representative:

My Union Steward:

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

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

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

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

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION
LOCAL 21, UFCW, AFL-CIO**

AND

**CLALLAM COUNTY PUBLIC HOSPITAL DISTRICT NO. 1
FORKS, WASHINGTON**

This Agreement is made and entered into by and between United Food & Commercial Workers Union, Local 21, (herein after referred to as the "Union") and Clallam County Public Hospital District No.1, d/b/a Forks Community Hospital, (herein after referred to as the "Employer").

PREAMBLE

The purpose of this Agreement is to promote positive labor relations and to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment. It is intended that this Agreement will meet, among other things, the following specific purposes:

- 1) To provide for the highest degree of efficiency and effectiveness in the accomplishment of the mission of the Clallam County Public Hospital District No. 1;
- 2) To promote fair and reasonable working conditions; and
- 3) To adjust promptly all bona fide differences arising, between the parties, related to matters covered by this Agreement.

ARTICLE 1: RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Union as the exclusive representative for all employees whose classifications appear in Appendix A of this Agreement, or any modifications thereof, employed by the Employer at Forks Community Hospital, Bogachiel Clinic, Forks Family Medical Clinic, Clallam Bay Clinic, and West End Outreach sites.

1.2 The Employer agrees that new employees covered by this Agreement shall be advised of the Union's representation status. The Employer further agrees to distribute a copy of this Agreement to each new eligible employee; such copies are to be provided by the Union.

ARTICLE 2: UNION MEMBERSHIP

2.1 Employee Rights Regarding Union Membership. The Employer will distribute the information as provided in Section 3.5, will not advise employees regarding Union membership and will refer questions in this regard to the Union. The Employer may inform employees of their rights regarding whether or not to pay dues or fees to the Union but will remain neutral on the issue of union membership.

2.3 Union Dues Deduction. During, the term of this Agreement, the Employer shall deduct dues and initiation fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form furnished by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. The total amount deducted will be transmitted monthly to the Union by check payable to its order. Upon issuance of and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Employer will also send electronically and monthly to the Membership Accounting Desk in the Seattle office, a list containing the social security number, employee name, and amount of deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee or from any requested, personal information provided by the Employer to the Union.

2.4 Voluntary Political Action Fund Deduction (Active Ballot Club). During the term of this Agreement, the Employer 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 Employer, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least two dollars (\$2) 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 Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for, or on account of, any deduction made from the wages of such employee. The Employer may charge an administration fee of .0025 on funds administered by Employer for this purpose each month.

ARTICLE 3: UNION REPRESENTATION

3.1 Union Access. 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 grievances and contract compliance at reasonable times, after notifying Hospital Administration. Access for other purposes shall not be unreasonably denied by the Employer.

The Union's representatives shall advise Administration as to which department or area the staff representative wishes to visit and will confine such visits to the department and area agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care. The Union representative shall be accompanied by a member of management when having access to any patient care area.

3.2 Shop Stewards. The Union shall have the right to select shop stewards from among employees in the bargaining unit. Shop stewards shall be recognized by the Employer when the Union has given the Employer written notice of the selection. The cost of time spent by shop stewards, unless specifically requested by the Employer, in performing such functions shall not be borne by the Employer.

3.2.1 The Employer shall approve unpaid administrative leave, up to a maximum collective total of forty (40) hours per contract year, for shop stewards to attend Union-sponsored training programs, provided such training shall meet the requirement of mutual benefit to the Employer and the Union. The Union shall furnish the Employer with a copy of the general program outline for such training to justify requests for administrative leave under this section.

3.3 Negotiations. Subject to notification by the employees to their appropriate supervisor and scheduling requirements, negotiating team members shall be given unpaid release time for joint negotiations. Time spent in negotiations will not affect benefit status.

3.4 Bulletin Boards. The Union shall be permitted to post Union announcements and notifications signed by a recognized bargaining unit shop steward in the space provided by the Employer on employee bulletin boards at its main hospital facility (Forks Community Hospital), at its long-term care facility adjacent to Forks Community Hospital, and at any other sites where bargaining-unit employees are employed. The shop steward will be allowed access to mailboxes located in the Hospital mailroom for West End Outreach, Clallam Bay Clinic, Bogachiel Clinic, Forks Family Medical Clinic, and Physical Therapy to place official Union announcements and notifications.

3.5 Contract and Job Descriptions. The Employer shall give each newly-hired bargaining unit employee a copy of this Agreement, a membership application 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 Employer will make a good faith effort to periodically review/update job descriptions. It is understood that employees, in the specific job(s), will be involved in their job description revision process.

3.6 New Hire Orientation. The Employer shall provide the Union access to new hires on one of the Orientation Days, or individually during the employee's first two weeks of employment, for the purpose of introduction and orientation to Local 21. A bargaining unit representative, designated by the bargaining unit chairperson, shall be allowed one-half (½) hour during the orientation session to introduce the Union contract to new employees.

3.7 Disciplinary Interviews. Employees shall have the right and may request the attendance of a Union representative during any investigatory meeting which the employee has been told may lead to disciplinary action and may request a reasonable postponement until a bargaining unit representative is available.

3.8 Employee Rosters. Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union lists of all employees covered by this Agreement. The lists shall include the name, address, and the phone number, personal email address if provided by the employee, last four digits of the social security number, job classification, employee status, date of hire, hourly rate of pay, and hours worked during the previous pay period for each employee. Each month the Employer shall also send a list of new hires, their addresses, and lists of all bargaining unit employees who have terminated during that month.

3.9 Meeting Rooms. The Union shall be permitted to use designated premises of the Employer 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.

3.10 Employee Personnel File. In accordance with Washington State law, employees shall have the right to review their own personnel file upon written request, during regular Human Resources office hours. Any time an employee disagrees with a disciplinary action imposed against him/her by the Employer, the employee may request to have placed in the employee's personnel file a statement containing his/her rebuttal to that disciplinary action. No material shall be removed from personnel files without permission from Human Resources.

ARTICLE 4: DEFINITIONS

4.1 Probationary Employee. An employee who has been hired by the Employer on a full-time or part-time basis and who has been continually employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of regular employment, the employee shall be considered to have completed the probationary period, unless specifically advised by the Employer and notification to the Union in writing of an extended probationary period of up to an additional sixty (60) calendar days. During the probationary period an employee may be terminated without notice and without recourse to the grievance procedure. PTO and EII shall be earned from date of employment but may not be used until after the employee becomes a regular employee upon completion of the probationary period.

4.1.1 Full-time or part-time employees who change to per diem status and then return to full-time or part-time shall not be subject to the probationary period.

4.2 Full-Time Employee. An employee who works on a regularly scheduled basis at thirty-seven (37) hours per week or seventy-four (74) hours in a fourteen (14) day period, averaged over six (6) months (January/July) and who has successfully completed the required probationary period.

4.3 Part-Time Employee. An employee who works on a regularly scheduled basis at least twenty (20) hours per week or forty (40) hours in a fourteen (14) day period, averaged over six (6) months (January/July), and who has successfully completed the required probationary period. Unless otherwise provided herein, a part-time employee shall be compensated in the same manner as a full-time employee except that wages and benefits shall be reduced in proportion to the employee's actual hours worked.

4.3.1 Any part-time employee who works on a regularly scheduled basis at thirty-seven (37) hours per week or seventy-four (74) hours in a fourteen (14) day period, averaged over six (6) months (January/July), will be reclassified upon written request from the employee or regular full-time status as budgeted positions are available.

4.4 Per Diem Employee. An employee who elects to work less than twenty (20) hours per week on a regular or irregular basis, averaged over six (6) months (January/July). In lieu of all fringe benefits, per diem employees shall be paid a ten percent (10%) wage differential above their regular rate of pay. In lieu of all fringe benefits, LPN per diem employees shall be paid a fifteen (15%) wage differential above

their regular rate of pay.

4.4.1 Any per diem employee who works on a regularly scheduled basis at least twenty (20) hours per week or at least forty (40) hours in a fourteen (14) day period, averaged over six (6) months (January/July), will be reclassified upon written request from the employee to regular full-time or part-time status as determined by the Employer and budgeted positions are available.

4.4.2 Per Diem Availability. Per diem employees must be available to work a minimum of sixteen (16) hours per month to include to one weekend and be available to be scheduled for one fixed holiday annually. Any employee who has not worked in at least six (6) months may be terminated at the Hospital's discretion. Per diem employees will receive double-time the regular rate of pay for all hours worked on holidays.

4.4.3 Election to per diem status can be made no more frequently than semi-annually. Election shall be made in writing to Human Resources.

4.5 Emergency. An "emergency" as used in this Agreement is defined as any unforeseen, unplanned, or unscheduled situation that calls for prompt remedial action.

ARTICLE 5: EMPLOYMENT PRACTICES

5.1 Discipline and Discharge. No employee shall be disciplined or discharged except for just cause. It is the intent of the Employer to use progressive discipline when appropriate. Progressive discipline would normally be:

- 1) Verbal warning,
- 2) Written warning,
- 3) Suspension from work without pay,
- 4) Suspension of longevity increase,
- 5) Discharge.

Which level of discipline the Employer will use in a given situation will depend on the circumstances and severity of the employee's conduct or work performance. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge.

A copy of all written disciplinary actions shall be given to the employee. Employees shall be requested to sign the written disciplinary action for the purpose of acknowledging receipt thereof.

5.1.1 Written warning notices shall be removed from the employee's personnel file after one (1) year, if no further written disciplinary action for any reason has occurred in that one-year period.

5.2 Floating. The Employer retains the right to change the employee's daily work assignment on a shift-by-shift basis to meet patient care needs. Employees will be expected to perform all basic functions of their job description but will not be required to perform tasks for which they are not trained to perform. If during a floating assignment an employee is asked to perform a task for which the employee does not feel qualified or trained to perform, the employee should immediately discuss the matter with his/her supervisor. Employees required to float within the hospital or to or from a clinic will receive orientation appropriate to the assignment. If an employee is floated to a higher classification, they will be paid for actual hours worked at the higher rate of pay. If an employee is floated to a lower job classification, they will be paid at their regular rate of pay.

5.3 Low Census. Low census is defined as a decline in patient care requirements resulting in temporary staff decrease. During, periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are not sufficient volunteers, the Employer will assign low census to per diem employees first, then to part-time and full-time employees by reverse order of seniority, subject to skill, ability, and availability as determined by the Employer. Low census hours will count towards all benefit accruals. Employees may choose to use PTO for low census hours that result in a loss of hours based on their scheduled FTE (full-time equivalent) for the pay period the employee was placed on low census.

5.3.1 Whenever a full-time, part-time or per diem employee is placed on "on-call" (standby) status due to a low census situation, the employee, when called, shall not refuse to take an alternative work assignment which s/he is qualified to perform.

5.4 Meal/Rest Periods. All employees shall receive an unpaid meal period of one-half (½) hour. Employees required to remain on duty during their meal period shall be compensated for such time. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. No employee shall be required to work more than three (3) hours without a rest period. Employees working twelve-hour shifts shall receive three (3) paid rest periods of fifteen (15) minutes each. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods shall not be required. Any employee unable to take his/her rest break or meal period will be compensated at one and one-half (1½) times his/her regular rate of pay for the rest break or meal period.

5.5 Availability of Additional Hours. Part-time and per diem employees desiring additional hours, up to thirty-seven (37) shall notify their department head in writing and the employee will be placed on an availability roster. A copy of the request will be placed in the employee's personnel file. The Employer shall utilize qualified part-time employees for additional hours, as they become available, prior to scheduling additional hours to per diem employees; provided, however, overtime shall not be incurred unless necessary in the judgment of the Employer. Requests will be considered on the basis of seniority and ability to do the work assigned. These additional hours shall be rotated equitably amongst all interested employees based on seniority.

An employee asked by his/her supervisor to work additional hours shall be removed from the availability roster in the event said employee refuses to accept a work assignment, unless the refusal is for a reason

beyond the employee's control. When scheduled to work the available hours, the employee shall work such hours; otherwise, the employee will be removed from the availability roster. The employee may be reinstated to the availability roster after thirty (30) calendar days upon written request by the employee.

5.6 Weekend Work. In the event an employee is required to work either Saturday or Sunday on three (3) consecutive weekends, all time worked on the third weekend and consecutive weekends until a weekend is given off, shall be paid at the rate of one and one-half (1½) times the employee's normal straight time hourly rate of pay, unless the employee voluntarily requests to work on the weekend, or unless the employee has been specifically hired to work weekends.

5.7 Split Shift. No employee shall be scheduled for a split shift absent of a mutual agreement between the employee and his/her supervisor.,

5.8 Call in On Day Off. Full-time and part-time employees who are asked by a supervisor to report for work on their scheduled day off when not on-call, shall be offered a minimum of four (4) hours of work, and shall be paid time and one-half (1½) for the first (1st) hour and their regular straight time rate of pay for any hours worked thereafter. In the event of such call in that work is completed by the employee in less than four (4) hours, and the employee chooses to leave upon its completion, he/she shall be paid for the actual hours worked. This section will not apply to those employees who have requested additional hours under section 5.5.

5.9 Temporary Assignment to Supervisory Position. Employees assigned in writing, to temporarily assume a majority of the supervisory functions of a bona fide supervisor for a period of eight (8) hours or more within a twenty-four (24) period, shall receive a five percent (5 %) premium above their basic rate for such period of assignment.

5.10 Performance Evaluations. Administration will request that supervision make a good faith effort to perform annual evaluations on employees within thirty (30) days of the employee's anniversary date.

5.11 Employment of Relatives. The Hospital District will not hire, transfer, or promote a relative which would place that employee in a position where one relative would have authority to hire, supervise, discipline, terminate, or evaluate the performance of another; one relative would be responsible for auditing and/or monitoring the work of the other; or any other circumstance which would place the related persons in a situation of actual or apparent conflict between the Hospital's interest and their own. This also applies to individuals who have a relationship where they live with another worker in lieu of marriage.

ARTICLE 6: SENIORITY

6.1 Definition. Seniority shall be on a bargaining unit basis. Seniority is defined for full-time and part-time employees as the employee's continuous length of employment with the Employer from his/her most recent date of hire. Seniority for per diem employees is defined as the employee's total compensable hours by job classification, except the premium portion of overtime and on-call time, from his/her most recent date of hire. Seniority benefits shall not apply to an employee until completion of the probationary period.

6.2 Loss of Seniority: Any of the following shall result in a loss of seniority:

- a) Resignation.
- b) Discharge.
- c) Retirement.
- d) Layoff of more than twelve (12) months.
- e) Failure to return in accordance with a leave of absence or recall from reduction-in-force.
- f) Illness or injury of more than twelve (12) months duration.
- g) Refusal to accept a comparable job opening, offered by the Employer while on layoff.
- h) No pay status of more than twelve (12) months.

6.3 Layoffs. When it becomes necessary for the Employer to reduce its work force for an extended period of thirty (30) days or more, the Employer shall give as much notice as is practical. In cases of such anticipated layoffs, written notice of layoff will be given fourteen (14) days before such action is to become effective, except in cases of urgent circumstances.

6.3.1 Notice of layoff need not be given to employees who are employed in a probationary status. Layoffs in connection with the elimination of job classification(s) and/or reduction of the work force shall be governed by seniority together with skill and ability. Where skill and ability are considered substantially equal, in the judgment of the Employer, seniority shall prevail. In determining an employee's skill and ability, as provided in this Agreement, the Employer shall take into consideration the employee's total conduct, performance and contribution.

6.3.2 The following order of layoff shall be followed by the Hospital:

- a) Probationary employees,
- b) Per diem employees by reverse order of seniority in the per diem pool,
- c) Regularly scheduled employees by reverse order of seniority.

6.4 Reduction-in-Force. Upon reduction-in-force, employees will be placed on a reinstatement roster for a period of twelve (12) months from date of the commencement of the reduction-in-force. Such employees in reduction-in-force status shall retain seniority and accrued unused benefits to the date of the commencement of the reduction-in-force.

6.5 Recall. When a vacancy is to be filled, the order of reinstatement will be in the reverse order of reduction-in-force, provided skill and ability are considered substantially equal in the judgment of the Employer. Upon such reinstatement, the employee shall commence to accrue seniority and shall have previously accrued unused benefits and seniority restored. The Employer will notify the employee of recall by certified mail. It is the employee's responsibility to keep the Employer informed as to current address and telephone number. Any recall of employees out of seniority will be communicated to the Union.

6.6 Job Openings. Notice of regular job openings within the bargaining unit shall be posted for seven (7) calendar days and will be posted on employee bulletin board. Each job opening shall state job qualifications. Specific duties to be performed will be available for review in the Human Resources Department.

To be considered for a regular job opening, the employee must submit a written request for each posted position. When a regular job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy, provided that moving the applicant to the position would not conflict with section 5.11 herein, or any hospital district policy/procedure and the applicant's skill and ability are considered substantially equal in the judgment of the Employer. The Employer agrees that an applicant will not be automatically disqualified for a position based on skills and abilities that, in the employer's judgment, could be taught in a reasonable orientation period.

6.6.1 Transfers. When a transfer occurs, other than promotion, to a position in which the employee has had directly related training and/or experience, the employee shall retain his/her same longevity for increments in the wage schedule. When a transfer occurs, other than promotion, to a position in which the employee has had no directly related training and/or experience, the employee shall be placed at the base step of the new position. When promoted to a higher-level position within the bargaining unit, the employee shall be placed on a step in the wage schedule that represents an increase over their current straight time rate of pay. The employee's anniversary date for purposes of future longevity step increments shall be adjusted to the date of promotion. When a reclassification occurs, the increment date for evaluations and step increases will not change. A regular employee transferred or promoted to another position within the bargaining unit will not be required to serve an additional probationary period.

6.7 Shift Assignment. Employees shall be given preference of shift assignment based on seniority and in accordance with the needs and level of skills required by the Employer.

6.8 Seniority and Benefit Accrual. Paid time off shall be regarded as time worked for purposes of seniority and the accrual of benefits.

ARTICLE 7: HOURS OF WORK AND OVERTIME

7.1 Workday/Work Period. The normal workday shall consist of eight (8) hours work to be completed within eight and one-half(8½) consecutive hours. The normal work week shall begin on Sunday at 12:01 a.m. and end Saturday at midnight.

7.1.1 Where mutually agreeable to the Employer and the employee concerned, a normal workday may consist often (10) hours when the schedule is based on four (4) ten (10) hour days within a seven (7) consecutive day work week. Such employees shall receive one and one-half (1½) their regular rate of pay for all time worked beyond ten (10) hours in a workday and beyond forty (40) hours in a work week. Other innovative work schedules may be established when mutually agreeable to the Employer and the employee concerned.

7.2 Schedules. The Employer shall post schedules by the twentieth (20) day of the preceding month.

7.2.1 Notification of Schedule Change. Except in cases involving patient care or medical emergency, once posted, the final schedule may not be changed except by mutual agreement. It shall be the employee's responsibility to keep the supervisor informed of how and where the employee can be reached for purposes of notification; otherwise the Employer shall not be responsible for such notification requirement.

7.3 Service Accruals. For purposes of administration, calculations of accruals of fringe benefits and length of service for regular full-time and regular part-time employees shall be based on regular straight time hours including time paid for but not worked (including hours worked as a probationary employee). Step increases will be effective the first pay period following the anniversary date for full-time and part-time employees. Step increases for per diem employees will be effective the first pay period following their anniversary date if 792 hours has been completed within the last twelve (12) months. Step increases for per diem LPN will be effective the beginning of the first full pay period on or after the employee's date of employment if 520 hours has been completed within the last twelve (12) months.

7.4 Overtime. The Employer and the Union agree that overtime should be minimized and shall only be worked when necessary. Volunteers will be sought first when overtime is necessary.

7.4.1 Overtime shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond the normal workday or normal work period. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. Time paid for but not worked shall count as time worked for purposes of computing wage increments and benefits not to exceed 2,080 hours within any twelve-month period. Excluding emergency situations, the Employer, as a matter of policy, shall not reschedule an employee for extra work because of time off with pay. Overtime shall be considered in effect if fifteen (15) minutes or more are worked over eight (8) hours in a workday or forty (40) hours in a work week.

7.5 Pyramiding. It is agreed that in administering the provisions of this Agreement there shall be no pyramiding of overtime, holiday, or other premium payments. If an employee qualifies for more than one, such as overtime and premium compensation, for the same hours worked, the employee shall receive the higher compensation between overtime and premium compensation.

ARTICLE 8: COMPENSATION

8.1 Wage Rates.

- a) The classifications and hourly rates shall be set forth in Appendix A.
- b) Wage increases detailed in Appendix A will be effective on the first complete pay period after the effective date set forth in this agreement. For those positions required to increase by law, the increases will be effective on the complete pay period inclusive of the legal effective date.
- c) During the term of this Agreement, the Employer reserves the right to reopen this Agreement

to negotiate wages and benefits if there is a material adverse change in financial condition. By way of illustration, a material adverse change in financial condition includes (i) cash on hand actually or reasonably projected to go under 40 days, (ii) an annual operating loss actually or reasonably projected to exceed \$600,000 and/or (iii) a second COVID closing order without substantially offsetting federal grants. The Employer agrees to provide upon request, the financial information it relies on to support the re-opening.

8.1.1 Step Advancement. Employees shall advance one step upon their anniversary until reaching the top of the applicable scale. The resulting increase will be effective on the date provided in 8.1(b)

8.2 On-Call (Standby) Pay. The on-call rate shall be \$2.75/hour. Effective with the first full pay period after July 1, 2021, the on-call rate will increase to \$3.00/hr. On-call hours shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity increments or benefits. Travel time to and from the workplace shall not be considered time worked.

8.2.2 On-Call Surgical Services Shift Premium. Effective with the first full pay period after July 1, 2021, a surgical services On-Call Shift shall be defined as an uninterrupted block of time of at least two (2) hours or more in a 24-hour period when an employee is on call. Each block of time will count as a separate "On-Call Shift". For example, an On-Call shift before a regularly scheduled shift and an On-Call shift after a regularly scheduled shift would count as two (2) On-Call shifts. On-Call surgical services shifts per pay period receive a premium as follows:

On-Call Shifts per Pay Period	On-Call Premium
8 or more	5%

8.3 Callback Pay. Any employee called back to work after completion of the employee's regular workday shall be compensated for all hours worked in the callback at the rate of time and one-half (1½) the employee's regular rate of pay for a minimum of two (2) hour. Travel time to and from the workplace shall not be considered time worked. The minimum call back hours shall not apply when the employee reports to work in advance of the assigned shift.

8.4 Shift Differential. Second shift differential (1500-2330) shall be \$1.50/hr; 3rd shift differential (2330-0730) shall be \$2.00/hr. Effective with the first full pay period after July 1, 2021, the Second shift differential (1500-2330) shall be \$1.75 and the 3rd shift differential (2330-0730) shall be \$2.25. Shift differential will be paid when the majority of an employee's regularly scheduled hours fall within either the evening or the night shift. Employees whose regularly scheduled hours fall within both the evening and night shifts shall be paid the applicable shift differential for those hours worked on the given shift. Employees assigned night duty shall be paid for hours worked on change of daylight savings time.

8.5 Rest between Shifts. In Scheduling Work Assignments, The Employer will make a good faith effort to provide each employee with an unbroken rest period of twelve (12) hours between shifts unless the employee requests in writing to work with less than twelve (12) hours between shifts. In the event the employee is required to work within this twelve (12) hour period they shall be paid at one and one-

half (1½) times the regular rate of pay until the employee has had an unbroken rest period of twelve (12) hours off duty. Employees assigned to twelve (12) hour shifts will have an unbroken rest period of ten (10) hours. This section shall not apply to on-call and callback performed pursuant to sections 5.5, 8.2, and 8.3 herein. Employees working a twelve (12) hour shift shall have an unbroken rest period of ten (10) hours.

8.6 Temporary Shift Rotation. Unless mutually agreeable to the Employer and the employee involved, shift rotation will be used only when necessary as determined by the Employer. If shift rotation is necessary, and abilities and qualifications are not overriding factors as determined by the Employer, volunteers will be sought first, and if there are insufficient volunteers, shift rotation will be assigned on the basis of seniority, least senior person first unless the senior person requests to work the shift.

8.7 Advance of Shift. When an employee is asked to report to work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half the straight time rate of pay. Employees may ask to be released from duty prior to the end of their scheduled shift with the approval of their manager/supervisor. The employee shall be paid the premium pay for work done in advance of their shift if released early.

8.8 Weekend Premium. Employees shall be paid a weekend premium of one dollar and fifty cents (\$1.50) per hour for all hours worked during the time period of 11:00 p.m. on Friday to 11:00 p.m. on Sunday. Effective with the first full pay period after July 1, 2021, the weekend premium will be \$1.75 per hour.

8.9 Preceptor Pay. A preceptor is defined as an employee who has attended and successfully completed the Forks Hospital Preceptor Program and then received a written assignment from the Hospital to provide formal training to specific students or other designated employees in identified settings pursuant to the Hospital's policy or practice regarding the same. Effective January 1, 2021, an employee who is given a written preceptor assignment shall receive a pay differential of one dollar (\$1.00) per hour for time actually providing precepting. The parties recognize that the Hospital intends to develop a written preceptor program by December 31, 2020 that will be applicable to bargaining unit positions and that such program will supplement this section.

8.10 Washington Paid Family Medical Leave. The Employer and an employee will each pay their respective share of the payroll tax for the Washington Paid Family Medical Leave Act.

ARTICLE 9: LEAVES OF ABSENCE

9.1 Leaves of Absence. All leaves of absence without pay, except for maternity leave, will only be considered after successful completion of the 90-day probationary period and are to be requested by the employee in writing as far in advance as possible, stating, the reason for the leave and the amount of time requested. A written reply to granting or denying, the request shall be given by the Employer as soon as possible after receipt of the written request. A leave without pay of three (3) months or less, except in the case of a workers' compensation claim twelve (12) months or less, will not alter an employee's anniversary date of employment. A leave without pay of more than three (3) months, except in the case of a workers' compensation claim more than twelve (12) months, will result in the employee's anniversary

date of employment being, adjusted to reflect that period of leave beyond the initial three(3) months leave, or beyond the initial twelve (12) months of leave in the case of a workers' compensation claim. For example, an employee hired on January 15, 1998, who took a nine (9) month leave of absence without pay, would have his/her anniversary date of employment adjusted to July 15, 1998.

Leaves may be taken for the following reasons:

1. Illness or injury of the employee which requires absence from work,
2. Serious illness or injury in the employee's immediate family (See Section 12.2 for definition of "Immediate Family"),
3. Military service of the employee (See Section 9.4),
4. Leave for job-related study,
5. Personal Leave.

9.1.1 Maternity Leave. A regular female employee shall have the right to take maternity leave due to pregnancy and childbirth in accordance with the "Maternity Regulation" (WAC 162-30-020) of the Washington State Human Rights Commission. Such regulation is on file in the Employer's Human Resources Department. When requesting maternity leave the female employee is to make the request in writing as far in advance as possible, stating the expected return to work date. The employee may request that two (2) accrued PTO days be held in her PTO account before going on unpaid maternity leave.

9.2 Return from Leave. Except as provided in section 9.3 herein, an employee who returns from leave of absence without pay on or before the date specified for return shall be offered the first available position for which qualified. An employee who does not return by the date specified shall have forfeited his/her seniority and will be considered to be a new employee upon application for employment at Forks Community Hospital; provided, however, this provision shall not apply to an employee who is unable to return by the date specified through no fault of their own.

9.3 Family Leave. In compliance with Washington State Family and Parental Leave law of 1989, and the federal Family and Medical Leave Act of 1993, eligible employees are entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition, or when the employee is unable to work due to a serious health condition as defined in the federal Family and Medical Leave Act of 1993 (FMLA). Intermittent leave or reduced work schedule leave may be taken for an employee's serious health condition or to care for an immediate family member whenever it is medically necessary.

9.3.1 All employees who have worked for Forks Community Hospital for at least twelve (12) months and at least 1,250 hours preceding the beginning of the requested leave are eligible.

9.3.2 Eligible employees are required to use any accrued PTO and applicable EII before taking leave without pay, as part of their twelve (12) weeks FMLA leave, except that two (2) PTO days may be held in the employee's PTO account at their request.

9.3.3 Eligible employees must give at least 30 days advance notice to their supervisor when the need for leave is foreseeable. In emergencies, notice may be given by phone and generally must

be within two (2) business days or as soon as practicable.

9.3.4 The Employer may require the employee to furnish a medical certification from a qualified health care provider to support a family/medical leave request due to a serious health condition of the employee, or of a family member to be cared for by the employee. Such medical certification may also be required by the Employer upon the employee's return or inability to return to work because of a serious health condition.

9.3.5 Forks Community Hospital will continue the employee's health care benefits during such FMLA leave. Employees will be required to continue to pay any share of premiums that they paid prior to leave. Employees will be reinstated to their original or equivalent positions at the conclusion of FMLA leave without loss of seniority or benefits.

9.3.6 It is understood that leave under the federal Family and Medical Leave Act shall run concurrently with any other FMLA qualifying leave provided for in this Agreement, including leave of absence for workers' compensation, absence for non-workplace injury or illness, personal leave, leave under the Washington State Family Leave law, and leave under the Washington State Maternity Leave Regulation.

9.3.7 Eligible employees are entitled to Military Family Leave as required by law.

9.4 Military Leave. Leave required in order for an employee to maintain status in the military shall be granted without pay, without loss of benefits accrued to the date such leave commences and shall not be considered part of the earned annual PTO hours.

9.5 Educational Leave. The Employer may provide each employee up to three (3) paid "Educational Leave Days" per calendar year, upon completion of 2,080 paid hours of employment. Part-time employees may be granted a prorated amount for Educational Leave based on their FTE status. Such leave shall be subject to scheduling requirements of the Employer and the availability of educational leave funds. Educational offerings must be job-related or a requirement for professional advancement, or continuing education. "Educational Leave Days" shall not accrue from year to year.

Upon completion of six (6) continuous months of employment, full-time and part-time LPN's will be eligible for paid educational leave of up to five (5) days with pay of education leave per year. Part-time shall be granted a pro-rated portion in accordance with hours worked. Such leave is subject to scheduling requirements of the Employer and approval by the employee's supervisor.

9.5.1 Outside training, required by the Employer will not entail the use of "Educational Leave Days." The Employer will reimburse one hundred percent (100%) of tuition and related expenses when the employee is required by the Employer to attend as part of their job function.

ARTICLE 10: PAID TIME OFF (PTO) EXTENDED ILLNESS INSURANCE(EII)

10.1 Paid Time Off (PTO) allows more flexibility and individual management of time off subject to the Employer's right to determine scheduling and ensure continuity of patient care. It is to be used as

applicable for vacation, holidays, illness, family illness, family emergencies, religious observances, preventive health and dental care, and other excused elective absences.

10.2 PTO pay shall be the amount the employee would have earned had the employee worked during the requested period at the employee's straight time rate of pay, plus any applicable shift differential.

10.3 PTO Accrual. PTO shall begin accruing, the first day of employment. Full-time and part-time employees accrue PTO benefits based on hours paid per the following table:

Tier	ANNUAL ACCRUAL			Hourly Accrual Rate
One year	192 hrs	24	days	0.09231
2-3 yrs	216 hrs	27	days	0.10385
4-5 yrs	240 hrs	30	days	0.11538
6-7 yrs	256 hrs	32	days	0.12308
8-9 yrs	264 hrs	33	days	0.12692
10-11 yrs	280 hrs	35	days	0.13462
12 or more	296 hrs	37	days	0.14231

10.4 PTO Accrual Limit. PTO accrued in the course of any given year must be used prior to the completion of the subsequent year. Employees who have reached their PTO Accrual limit and have not reached their maximum accumulation of EII may convert up to four (4) PTO days to EII per year. PTO not used on a timely basis or transferred to the employee's EII will be lost. The Employer will make every effort to assist the employee in scheduling time off. If the Employer cannot release the employee, the Employer will cash out any remaining accrued PTO from the previous year of employment at the end of the subsequent year.

10.4.1 Transfer of PTO. Employees shall be allowed to transfer up to ten (10) days of their accrued PTO per calendar year to another employee of Employer at the employee's option, however, the donating employee must retain a minimum of five (5) days of accrued PTO in their own bank. Transfers of more than ten (10) days of accrued PTO will require authorization from Administration. PTO time shall be transferred in full day increments not to exceed forty (40) hours. Employees who receive transferred PTO time may not accrue accumulated PTO in excess of the accruals set forth in 10.3.

10.4.2 Cash out of PTO. Employees who have at least 200 hours in their PTO bank may cash out 80 hours within 30 days of employee's anniversary each calendar year. Employees may cash out up to 80 hours on each request.

10.5 Scheduling. During, the probationary period, an employee is not eligible to receive compensation from their PTO account, with the exception of holidays. Upon satisfactory completion of

the probationary period, an employee shall be eligible to take PTO. PTO may not be used in advance of being, earned. PTO may not be paid out in combination with hours worked in an amount exceeding forty (40) hours per week.

10.5.1 All PTO (except absences due to illness or emergency) must be scheduled in advance and approved by the employee's supervisor. The Employer shall have the right to schedule and approve PTO in such a way as will least interfere with patient care and workload requirements of the Employer. Patient care and departmental needs will take precedence over individual requests. Employees in a department shall be given preference in the choice of vacation dates on the basis of seniority, provided they submit to their supervisor, in writing, their desired vacation dates not earlier than January 1 nor later than March 1 of each year. Such requests shall be approved or denied by March 31. Vacation requests received after March 1 will be considered on a first come, first served basis according to the date and time the employee's supervisor received the written choice of vacation dates on the basis of seniority, provided they submit to their request, and will be approved or denied within thirty (30) calendar days of submission to the supervisor.

Any employee who submits multiple vacation requests must prioritize those requests, with a maximum of three (3) requests. In no event shall a second or third priority request preempt another employee's primary request for the same vacation dates.

10.5.2 PTO may not be taken in increments less than one-quarter ($\frac{1}{4}$) of an hour.

10.5.3 If the employee does not call in each day or have approval for each day requested, the time shall be considered as an unpaid, unexcused absence. Such absences shall be considered cause for disciplinary action.

10.5.4 When an employee exhausts all of her/his PTO accrual to cover low census hours, and the employee requests unpaid vacation time off, such request will be scheduled in accordance with section 10.5 et seq. herein. The granting of unpaid vacation will not be permitted in any other situation, unless approved in advance by the Administrator.

10.6 Termination of Employment. Regular employees shall be paid upon termination of employment for all PTO earned at the time of termination up to the maximum allowed.

10.7 Extended Illness Insurance. Extended Illness Insurance (EII) shall be established for each full-time and part-time employee. The purpose of EII shall be to provide for wage continuation insurance in the event of an extended illness incurred by the employee, and for the employee to care for an immediate family member (per 49.12.265 RCW and 49.12.270) with a serious health condition that requires treatment or supervision by the employee-parent in accordance with the state Family Care Law (49.12RCW). Extended Illness Insurance shall accrue from date of hire at the rate of .031 hours EII per hour paid to the maximum accrual limits below:

<i>Full Time Equivalent</i>	<i>Accrual</i>
1.0 Full Time	480
.9FTE	432
.8FTE	384
.7FTE	336
.6FTE	288
.5 FTE	240

10.8 Upon satisfactory completion of the probationary period an employee shall be eligible to take EII which has been accrued as follows:

a) In the event of illness or injury resulting in hospitalization, EII may be taken immediately but not concurrently with Washington Hospitals Self-Insured Workers' Compensation. EII may be combined with PTO if needed.

b) The first sixteen (16) hours of illness for full-time employees will be charged to the employee's PTO account each calendar year and prorated for part-time employees per section 10.10 herein. Additional illnesses or injuries throughout the year will have the first day only charged to PTO and the balance of days for a given episode of illness shall be charged to the EII account; provided, however, the first day will not be charged to the employee's PTO account when the employee is directed by a physician to obtain medical treatment for the same continuing acute illness or injury.

10.9 Verification. The Employer may require a statement from the employee's physician verifying the type and extent of illness and ability to return to regular employment. Frequent unscheduled absenteeism shall make the employee subject to disciplinary action.

10.10 The statement in 10.8 (b) modified for part-time employees is as follows:

Annual Number of Sick Days to be Deducted	
Hours Scheduled to Work	From PTO
21-24 hours/week	.5 days (4 hours)
25-37 hours/week	1 days (8 hours)

10.11 In any case in which an employee receives benefits or payments under the Industrial Insurance Act, Self-Insured Workers' Compensation Program or similar legislation, the Employer shall pay only the difference between the benefits and payments received under such act by such employee and the employee's regular PTO or EII benefits otherwise payable.

10.12 Work on Holiday. Employees who work a majority of their shift hours on a fixed holiday shall be compensated at time and one-half (1½) the employee's regular rate of pay for all hours worked on that holiday. Fixed holidays are: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Annually, the Employer will issue a notice designating the date and day of each fixed holiday.

Employees who work over their regularly scheduled shift on a holiday will receive two times (2X) their hourly wage for all hours worked above their scheduled shift.

Those fixed holidays which actually fall on a Saturday or Sunday but are observed on a weekday shall be compensated at time and one-half (1½) as follows: The observed holiday will be considered the holiday for those employees who regularly work a Monday - Friday schedule; the actual holiday will be considered the holiday for those employees who regularly work a schedule which includes weekends.

10.13 Transfer of PTO. Employees shall be allowed to transfer up to five (5) days of their accrued PTO per calendar year to another employee of Employer at the employee's option. PTO time only shall be transferred in full day increments not to exceed forty (40) hours. Employees who receive transferred PTO time may not accrue accumulated PTO in excess of the accruals set forth in 10.3.

10.14 Cash out of PTO. Employees who have at least 200 hours in their PTO bank may cash out 80 hours within 30 days of employee's anniversary each calendar year. Employees may cash out 80 hours on each request.

ARTICLE 11: JURY DUTY

11.1 Jury Duty. A full-time or part-time employee who is required to serve on jury duty on a regularly scheduled work day, or who is subpoenaed to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between the employee's jury duty/witness fee pay and the employee's regular rate of pay, provided the employee notifies the Employer immediately upon receipt of the jury summons to allow the Employer an opportunity to notify the Court if the jury duty imposes a hardship upon the Employer. Employees shall not be required to work on a day that they are required to report for jury duty or serve on a jury. Employees who work evening or night shift shall not be required to report to work unless they are excused from jury duty for that day. Employees who serve as jurors or a witness on behalf of the Employer will be administratively assigned to the day shift for the duration of the jury duty. Time missed due to jury duty shall not affect benefit status.

ARTICLE 12: BEREAVEMENT LEAVE

12.1 When death occurs to a member of a regular employee's immediate family, the employee at his or her request shall be granted reasonably necessary time off as bereavement leave of absence. He or she shall be compensated at their regular rate for time lost from his or her regular schedule, with a maximum of three (3) days compensation. An additional two unpaid days may be granted for a maximum of five (5) days when extensive travel (in excess of 250 miles one way) is required to attend the funeral.

12.2 Members of an employee's immediate family shall be limited to the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother and father-in-law, son and daughter-in-law, grandparents, grandchildren, step-parents, step-children, and any person residing permanently in employee's household.

ARTICLE 13: GRIEVANCE AND ARBITRATION
PROCEDURE

13.1 A Grievance is defined as an alleged breach of the terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be addressed informally whenever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual consent confirmed in writing by the parties hereto.

Step 1 - Employee or Union Representative and Immediate Supervisor: If any employee has a grievance, the employee or Union representative shall first discuss it with the employee's immediate supervisor and Human Resources within thirty (30) calendar days from the employee's knowledge of the facts that constitute the problem.

Step 2 - Employee, Union Representative and Department Head: If the matter is not resolved to the employee's satisfaction at Step 1, the employee or Union representative shall reduce the grievance to writing, which shall contain a description of the alleged problem, specific section of this Agreement allegedly breached, date of its occurrence, and corrective action sought by the grievant, and shall present same to the department head in which the employee works within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the employee, Union representative, Human Resources, and the Department Head shall be held. The Department Head shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

Step 3 - Administrator and Union Representative: If the grievance is not settled in Step 2, the grievance shall be referred in writing to the Administrator or designated representative within fourteen (14) calendar days from receipt of the written reply from the Department Head. The parties shall meet within fourteen (14) calendar days from the date of the receipt of the written notice for the purpose of resolving the grievance. However, the Administrator or designee may elect to offer a written response to the grievance in lieu of the meeting. The Administrator or designee shall issue a written reply within fourteen (14) calendar days of the meeting, between the parties or after receipt of the grievance.

Step 4- Arbitration: If the Grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have completed with the specific procedures, requirements and time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may, within fourteen (14) calendar days following receipt of the written reply from the Administrator and/or designee in Step 3, submit the issue in writing to final and binding, arbitration. The Employer and the Union shall attempt to agree on an arbitrator; if the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

The arbitrator's decision shall be final and binding on all parties. The arbitrator shall render a decision as promptly as possible and in any event within thirty (30) calendar days from the date of case presentation. The arbitrator shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Furthermore, the arbitrator shall have no authority to substitute his/her judgment for that of the Employer, so long as the Employer's judgment is exercised in good faith and objectively made based upon established criteria.

The parties shall share equally in the expense of the arbitrator's fee. The parties shall equally share any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.

13.2 Time Limits. If either party has failed to process the grievance in accordance with the time limits as set forth in section 13.1 herein, the following respective penalties shall apply: The Union shall have been deemed to have withdrawn the grievance; the Employer shall have been deemed to have forfeited the right to that step of the grievance procedure and the grievance shall be automatically advanced to the next step.

ARTICLE 14: NON-DISCRIMINATION

14.1 Non-Discrimination. The Employer and the Union agree to comply with all appropriate laws and regulations prohibiting discrimination because of race, color, religion, sex, national origin, marital status, or mental or physical handicap, subject to occupational requirements and ability to perform within those requirements. No employee shall be discriminated against for lawful Union activity.

14.1.1 The Employer will provide the Union with notice and an opportunity to bargain with respect to any terms and conditions of employment of bargaining unit employees which would be affected as a result of the Employer's duty under the Americans with Disabilities Act to accommodate the disability of a qualified employee or applicant with a disability.

ARTICLE 15: DEFERRED COMPENSATION AND RETIREMENT PROGRAMS

15.1 The Employer shall continue the deferred compensation program in lieu of Social Security for the duration of this Agreement.

Full-time and part-time employees will also be allowed to participate in the Hospital's pension plan according to the plan's eligibility requirements. The Employer will contribute 4.5 % of the eligible employee's annual income if the employee works a minimum of 1000 hours in that calendar year.

ARTICLE 16: STRIKES OR LOCKOUTS

16.1 During the term of this Agreement the Union agrees not to engage in any strike or stoppage of work, and the Employer agrees not to engage in any lockout.

ARTICLE 17: BENEFITS

17.1 Health Insurance. For the term of this Agreement, the Employer will provide a group medical, dental, and vision insurance plan for all eligible employees covered by this Agreement. The Employer will pay the full premium for eligible employees classified as full-time, working thirty-seven (37) hours or more per week. The Employer will pay the full premium for eligible employees classified as part-time, working a minimum of twenty (20) hours and up to thirty-seven (37) hours per week.

For the term of this Agreement, the Employer will cap the contribution towards child(ren) or spouse at 12% premium increase. Should the insurance premium exceed a 12% increase, employees will need to pay the amount of increase above and beyond 12% for child(ren) or spouse coverage. This will include both full-time and part-time employees who have children or spouses on the plan. The employee will contribute through payroll deduction any additional amount required to satisfy the premium for the insurance they have elected.

Subject to the above, the Employer and employee shares of insurance premium responsibility will be as follows:

- A. 100% Employee premium paid by the Employer for part time and full-time employees.
- B. 97% Dependent or Spouse premium paid by Employer for fulltime employees electing either Dependent or Spouse coverage under Uniform Classic and Uniform CDHP plans (53% for part time).75% Family premium paid by Employer for full time employees electing Family coverage under Uniform Classic and Uniform CDHP plans (61% for part time).
- C. 88% Dependent or Spouse premium paid by Employer for full time employees electing either Dependent or Spouse coverage under Uniform ACP/Plus Plans (50% for part time).75% Family premium paid by Employer for full time employees electing Family coverage under Uniform ACP/Plus Plans (50% for part time).

17.1.1 Flexible Spending Account. The Employer has established a flexible spending account in accordance with applicable IRS regulations.

17.1.2 Regular full-time and part-time employees become eligible for insurance coverage the first of the month following date of employment.

17.1.3 A discount of ten percent (10%) of the total bill shall be allowed employees on bills incurred by them for personal hospital expenses at the Forks Community Hospital. The discount shall not exceed the balance remaining after payment of insurance benefits to the hospital.

17.1.4 In the event the Employer receives a proposal from a health insurance carrier that would provide essentially the same benefits coverage as the current plan and at a lower overall premium cost, such plan may be implemented by the Employer after the Employer has notified the Union in writing thirty (30) calendar days prior to any plan implementation. The Employer agrees to

meet with the Union, upon its written request, during that thirty (30) day period for the sole purpose of discussing the alternative health insurance plan.

17.2 Retirement. The Employer will provide a retirement plan for eligible employees. Retirement benefits and eligibility requirements for participation will be defined by the Employer's plan.

17.3 Life Insurance. Eligible employees shall participate in the Employer's group life insurance plan in accordance with the plan document.

ARTICLE 18: GENERAL CONDITIONS

18.1 Meetings. All time spent at mandatory meetings called by the Employer shall be considered as time worked.

18.2 Workers' Compensation. All employees covered by this Agreement shall be covered under Washington State Workers' Industrial Compensation or guaranteed equal coverage through a self-insurer's program.

18.3 Travel. If an employee is required by the Employer to use his or her own vehicle to travel in order to conduct Hospital business out of their usual place of employment the employee will be reimbursed for mileage in accordance with Hospital policy. All travel time occurring during the employee's regular scheduled shift shall be considered time worked.

18.4 A cafeteria/dining room and restrooms will be provided for use by all employees. During the term of this Agreement, the Employer will make a good faith effort to provide lockers for those employees who are required to wear uniforms on the job. All uniforms required by the Employer will be provided and laundered by the Employer.

18.5 The Union may select the bargaining unit employee members of the Hospital Safety Committee. Safety Committee minutes are posted in Lucidoc.

18.6 Past Experience Credit. Newly hired employees who have recent, relevant experience in the same position shall be placed on the wage schedule as follows:

<u>Years of Experience</u>	<u>Step</u>
1 year	1
2 years	2
3 years	3
4 years	4
5 years	5
6 years	6
7 years	7
8 years	8
9 years	9
10 or more years	10

ARTICLE 19: SEPARABILITY

19.1 State and Federal Laws. Should any provision or provisions become unlawful such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 20: MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

20.2 Subcontracting. The Union recognizes the right of the Employer to subcontract out work performed by employees of the Employer, as set forth in section 20.1 herein. The Employer agrees that sixty (60) calendar days prior to planned contracting out of any bargaining unit work, the Union will be notified in writing in order to give the Union the opportunity to meet with the Administrator or his designee to discuss the matter. The Administrator shall give due consideration to any suggestions or recommendations from the Union as to alternatives to the planned contracting out of any bargaining unit work.

ARTICLE 21: LABOR-MANAGEMENT COMMITTEE

21.1 A Labor-Management Committee shall be established and will meet at mutually agreeable times, but not to exceed once per month. The purpose of the Committee will be to foster improved communication and to discuss other matters of mutual concern, including educational opportunities. The Committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of (i) up to four (4) representatives of management and (ii) up to four (4) bargaining unit members

selected by the Union. The Committee may invite other attendees as needed. All members of the Committee shall be employees of the Hospital. A Union representative may attend. Committee participation will be considered as time worked and paid at the appropriate rate of pay.

ARTICLE 22: DURATION OF AGREEMENT

22.1 This Agreement shall be in full force and effect from date of execution by the parties hereto through June 30, 2023. Either party may open the Agreement for the purpose of negotiating a renewal agreement by serving written notice on the other party not less than sixty (60) days not more than ninety (90) days of the expiration date of this Agreement.

IN WITNESS THEREOF, the Employer and the Union have executed this document on the 12 day of NOVEMBER, 2020.



Heidi Anderson, CEO
Forks Community Hospital



Mia Contreras, Executive Vice President
UFCW 21



Bryon Dirkes, Human Resources
Forks Community Hospital



Regan McBride, Negotiator
UFCW 21

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 46,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

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

Know Your Rights:

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

**Learn more about your
rights:**

www.ufcw21.org

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

VISIT UFCW21.ORG:

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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