

EMPLOYMENT AGREEMENT

by and between

PROVIDENCE CENTRALIA HOSPITAL

and

United Food and Commercial Workers

International Union Local 21

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ARTICLE 1 - RECOGNITION

1.1 Recognition. The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, part-time and per diem technical employees and technical lead employees employed at its 914 S Scheuber Rd, Centralia Washington facility in the following classifications: Echocardiographer Technologist, MRI Technologist, OB Technician, Pharmacy Technician, Radiology Technologist, Respiratory Therapist, Surgical Technician, and Ultrasound Sonographer excluding professional employees, clerical employees, managerial employees, confidential employees, and guards and supervisors as defined by the Act.

1.2 Successor. In the event of the sale, merger or transfer of the ownership of the Hospital to an entity not a signatory to this Agreement, the Hospital will provide the Union sixty (60) days' notice and will meet, at the Union's request, to discuss the impact of such change. Such notice shall include the: (1) successor or assignee's name; (2) the expected date of completion of such sale, merger or transfer.

ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY

The parties agree and support the policy to employ, evaluate, compensate, promote and retain individuals on the basis of qualifications, ability, and performance regardless of race, national origin, age, color, sex, marital status, religious belief, veteran status, political ideology, sexual orientation, gender identity or expression, genetic information or disability, unless the disability precludes the person from performing the job's duties. The parties agree that this article will not be subject to Step 4 of the grievance procedure, Arbitration.

ARTICLE 3 - UNION MEMBERSHIP

3.1 Membership

3.1.1 Hospital employees who are employed on the date of ratification of this Agreement and who do not wish to be members of the Union may decline membership in the Union by providing written notice of such intent to the Union by mail with a postmarked or sent date on or before the date following thirty (30) days of the date of ratification. Employees who have declined to become a member of the Union or have already sent a notice withdrawing from membership do not need to take any further action. In the event the employee has not provided such notice, the employee shall be required, as a condition of employment, to join the Union within sixty (60) days of the ratification of this Agreement or pay a fair share/representation fee and to maintain membership and/or pay the required fees consistent with this article.

3.1.2 Employees hired after execution of this Agreement shall be required as a condition of employment to join the Union within thirty (30) days of the date of hire and to maintain membership in the Union for the duration of the Agreement. Provided however, this provision shall not apply to any employee who declines joining the Union

by providing written notice of such intent to the Union by mail, fax or email with a copy to Human Resources, within fifteen (15) calendar days of the employee's date of hire and/or date of transfer into the bargaining unit. A copy shall be placed in the employee's personnel file.

3.1.3 The Hospital will notify employees of membership/options at time of hire or transfer. Employees who fail to maintain membership requirements as defined herein shall be discharged by the Employer within thirty (30) calendar days after receiving written notice from the Union.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes and has not revoked a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.3 Voluntary Political Action Fund Deduction (ABC). The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. 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 undertake 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 behalf of any deduction made from wages of such employee. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (0.25%) of all amounts checked off is a reasonable amount to cover the Employer's cost of administering this check off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse the Employer for its reasonable costs of administering the check off.

3.4 Roster. Every calendar month, the Employer shall furnish a list of names, employee ID numbers, addresses, job classification, unit, shift, dates of hire, rate of pay, and FTE status of

those covered by this Agreement. The Employer will provide the Union with a list of names and addresses of new hires and terminations with the date of hire/termination on a monthly basis. The parties agree that because information contained in the roster is confidential, the exchanged of such information must be made in a secure manner (i.e. ProvSecure, hand delivery, or other encryption).

ARTICLE 4 – MANAGEMENT RIGHTS

Except as may be limited by an express provision of this Agreement, and applicable Federal law, all rights to manage the facilities and direct the working forces are vested exclusively in the Employer. This Article is to be interpreted broadly and is intended as a clear and unmistakable waiver of the subject matters identified. The management rights as to which the Employer may so act include, but are not limited to: determining its services, methods for delivering services, operations; the right to discontinue or transfer processes, services, or operations; to sell or lease the business free of the liabilities of this Agreement; to introduce new or different methods, processes, procedures, technological changes, equipment or facilities; to automate job functions or duties, to determine, or redetermine, the methods, processes, equipment, and materials to be employed; to subcontract work; to hire or contract for temporary employees to perform work, to establish or continue policies, practices, or procedures; to establish, modify and enforce reasonable rules and regulations on any matter whatsoever, including, but not limited to, employee conduct, discipline, and safety policies and procedures, as well as work activities, and to amend and revise current policies, rules, and regulations without first having to bargain with the union to impasse or agreement; to select and to determine the number and types of employees required; to determine or redetermine the number and kinds of classifications required; to assign work covered by this Agreement in accordance with the requirements determined by management; to establish and change work schedules, shifts, duties and assignments; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty; to establish wage rates for new or changed classifications or positions; to establish work or performance standards; to shut down for any reason necessary; to suspend, discharge, or otherwise discipline employees for nondiscriminatory, legitimate reasons; to fix standards of quality and quantity for work to be done; to determine job content; to discontinue and modify past practices of any nature; to alter, rearrange, combine and/or eliminate jobs, positions, job classifications or descriptions and to take whatever action is necessary to carry out any functions of the Employer in order to promote efficiency, order, and productivity. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 5 - UNION REPRESENTATION

5.1 Bargaining Unit Representatives. The Union shall select employees from the bargaining unit to function as bargaining unit representatives. The bargaining unit representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and other union business shall be conducted

only during non-working times and shall not interfere with patient care and the work of other employees.

5.2 Bulletin Board. The Union shall be permitted to post announcements and notifications of professional activities signed by a designated bargaining unit representative only in the space provided on employee bulletin boards designated by the Employer with prior approval of the Human Resources. The Union will be allowed to use a minimum of two (2) bulletin boards.

5.3 Job Description. The Employer will provide an employee a copy of the Employee's job description upon request.

5.4 New Hire Orientation. A delegate or designee/officer/union representative may meet with new employees following orientation to introduce employees to the Union and the Union contract. The meeting shall not exceed one-half (1/2) hour in duration, it shall be voluntary, and shall be on unpaid time for both the delegate/officer and the new employee. By the end of the week prior to each new employee orientation, the employer will make available to the Union a list of all bargaining unit employees then scheduled for orientation. This list shall include the date of orientation, name, phone number, address, FTE, job classification, start date, shift, department, and unit of each new bargaining unit employee attending the orientation. In the event new hire orientation moves online, employer shall provide the newly hired employee a link to the Union's new employee orientation page: <https://www.uncw21.org/new-members>.

5.5 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to nursing units, employee lounges, departments, units, work areas or other patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other nonemployees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or provide any distraction to patient care, patient families, or the normal operation of the hospital. Nothing in this paragraph shall be construed as a waiver of the union's statutory rights.

5.6 Meeting Rooms. The Union may request the use of meeting space for quarterly (once every quarter per calendar year) meetings of the Local Unit, provided the request is made to the Human Resources with sufficient advance notice, the length of time and time of day requested is reasonable, and space is available. The Employer shall not unreasonably deny a request.

ARTICLE 6 - DEFINITIONS

6.1 Regular Full-time Employees. An employee who works on a regularly scheduled

basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required introductory period.

6.2 Regular Part-time Employees. An employee who is regularly scheduled to work less than forty (40) hours per week or less than eighty (80) hours in a fourteen (14) day period and who has successfully completed the required introductory period.

6.3 Introductory Employee. All newly hired employees shall serve an introductory period of ninety (90) calendar days. After ninety (90) calendar days of continuous and satisfactory employment, the employee shall be considered to have completed the introductory period unless specifically advised by the Employer of an extended introductory period not to exceed an additional sixty (60) days, the conditions of which shall be specified in writing. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from most recent date of hire within the bargaining unit. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure.

6.4 Preceptor. An employee who is assigned the responsibility for planning, organizing, and evaluating the new skill development of an employee newly assigned to a classification or students for whom the preceptor is qualified to train. Inherent in the preceptor role is the responsibility for specific, criteria-based, and goal directed education and training for a specific period of time. Management will determine the need for precepting, if any. The Employer recognizes that generally taking an assignment as a preceptor is voluntary.

It is agreed that all employees have a responsibility for orienting new employees and employees newly assigned to a classification. Orienting new employees shall not be considered precepting.

6.5 Regular Rate of Pay. The “regular rate of pay” shall be as defined by federal law, including FLSA, and state law.

6.6 Anniversary Date. An employee’s most recent date of hire.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Period. The basic work period shall consist of seven (7) day period or fourteen (14) day period in accordance with the Fair Labor Standards Act.

7.2 Work Day. The basic workday shall be eight (8), ten (10), or twelve (12) consecutive hours.

7.3 Meal/Rest Period. All employees will be allowed one (1) paid rest period of fifteen (15) minutes, for each four (4) hours of working time. Rest periods and meal breaks will be administered in accordance with Washington law and the WAC regulations. Missed rest periods

shall be considered time worked for the purpose of calculating overtime in accordance with Article 7.4, Overtime.

7.4 Overtime. All work in excess of the basic work period shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay in accordance with applicable law, for all hours worked in excess of forty (40) hours in each workweek, except for those receiving daily overtime at time of ratification as long as they remain in their same job classification. Beginning June 1, 2022, all work in excess of the basic workday or week, when properly authorized, shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay, in accordance with applicable law.

7.4.1 Time paid for but not worked shall not count as time worked for the purpose of computing overtime pay. There shall be no pyramiding or duplication of overtime pay or other premium pay.

7.5 Weekend Work. The Employer will make a good faith effort to schedule all employees with an FTE two (2) weekends out of four (4) in a month. This section shall not apply to employees who are hired for weekend shifts or who voluntarily agree to more frequent weekend duty. The weekend shall be defined for day and evening shift employees as Saturday and Sunday. For night shift employees, the weekend shall be defined as Friday night and Saturday night.

7.6 Rest Between Shifts. In scheduling shift assignments, the Employer will make a good faith effort to schedule each employee with at least ten (10) hours off duty between shifts. In the event an employee is scheduled to work with less than ten (10) hours off duty between shifts, all time worked within this 10-hour period shall be at time and one-half (1-1/2).

7.7 Innovative Schedules. Innovative schedules are those that are other than the basic workday as identified in 7.2 above. Where innovative schedules are utilized by the Employer, the Employer will provide at least a 14 days' notice to the department and seek volunteers before assigning employees an innovative work schedule. The Employer retains the right to revert back to the previous schedule, after at least thirty (30) days advance notice to the employee.

ARTICLE 8 - RATES OF PAY

8.1 Wage Rates. Employees covered by this Agreement shall be paid in accordance with the hourly wage (Appendix A). This Agreement shall not preclude the Employer, at its option, from paying wages and/or benefits in excess of those specified in this agreement.

Wages and other increases will become effective beginning the first full pay period following the date indicated.

All current employees on the date of ratification, shall be placed onto the wage schedule closest to the employee's current wage rate on the pay period following ratification, provided that it results in no less than 4% increase from their wage rate.

Year 2: Effective the first full pay period following the first anniversary of ratification, continue existing step increases in addition to a 3% across-the-board increase to all employees. The across-the-board wage increase of 3% shall be added to each base rate on the wage schedule (Appendix A).

Year 3: Effective the first full pay period in April of 2023, continue existing step increases in addition to a 2.25% across-the-board increase to all employees. The across-the-board wage increase of 2.25% shall be added to each base rate on the wage schedule (Appendix A).

Effective the first full pay period following the second anniversary of ratification, continue existing step increases in addition to a 3% across-the-board increase to all employees. The across-the-board wage increase of 3% shall be added to each base rate on the wage schedule (Appendix A).

8.2 Step Advancement. Beginning January 1, 2022, employees will advance to the next step in the wage schedule set forth in Appendix "A" the first full pay period following the anniversary of the employee's date of hire.

8.3 Recognition for Past Experience. Credit for previous experience shall be given based on recent relevant technical experience in a health care setting in the opinion of the Employer. The recognition of other prior experience will be discretionary with the Employer.

8.4 Per Diem. An employee (FTE 0.0), scheduled to work during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency employee absenteeism.

Per diem employees shall not be eligible for any other benefits provided for in this Agreement with the exception of health insurance benefits, which will be provided in accordance with federal law. Any accrued paid time off shall be paid to the employee at the time the employee elects a per diem status. For scheduled shifts, per diem employees are subject to the same callback and standby requirements as regular employees who hold an FTE and will be compensated in accordance with applicable contract language.

Per diem employees shall be paid a fifteen percent (15%) wage differential.

ARTICLE 9 – PREMIUM PAY

9.1 Shift Differential. For evening duty (3-11 shift), the premium shall be one dollar and sixty cents (\$1.60) per hour over the regular salary rate of the employee concerned. Night duty (11-7 shift), the premium shall be three dollars (\$3.00). When an employee's consecutive work hours fall into different shifts, all hours shall be paid at the differential for the shift which the majority of hours are worked.

9.2 Lead Duty. Any employee who is assigned "lead" duties shall be paid a premium rate of one dollar and sixty cents (\$1.60) per hour.

9.3 Standby. Standby pay shall be paid at the rate of four dollars (\$4.00) per hour. Standby pay shall not be counted as hours worked.

9.4 Callback. An employee called back or called in to work while on standby status shall be paid for all hours worked at one and one-half (1 ½) the regular rate of pay with a minimum guarantee of three (3) hours. Callback hours worked shall be counted to calculate overtime. Standby pay will cease upon the employee's return to work.

9.5 Weekend Premium Pay. Any employee who works on a weekend shall receive two dollars and fifty cents (\$2.50) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

9.6 Preceptor Premium. A preceptor will be assigned and paid one dollar (\$1.00) per hour.

9.7 Certification Pay. Any employee who maintains an approved certification shall be paid certification pay in the amount of one dollar (\$1.00). Employees with multiple certifications shall be eligible to receive only one (1) certification premium.

The Employer will maintain a list of qualifying certifications. The Employee shall provide documentation for new certifications or re-certifications to Human Resources in order to receive the differential and the differential will not begin until such documentation is received. The Employer may approve other classifications for certification pay.

Pharmacy Technician Certification Board	Advanced Certified Pharmacy Technician	CPhT-Adv
	Certified Compounded Sterile Preparation Technician	CSPT
American Registry for Diagnostic Medical Sonography (ARDMS)	Registered Vascular Technologist	RVT
National Board for Respiratory Care (NBRC)	Registered or Certified Pulmonary Function Tech	RPFT or CPFT
	Neonatal Pediatric Specialist	NPS
	Adult Critical Care Specialist Credential	ACCS

9.8 Report Pay. Employees who report for work as scheduled and who are sent home because of low census or other lack of work shall be given four (4) hours' pay. This provision shall also apply if the employee is notified less than (1) hour before the beginning of the shift to stay home. However, the Employer will endeavor to notify the employee as far in advance as possible.

ARTICLE 10 - PAID TIME OFF/EXTENDED ILLNESS BANK

10.1 Paid Time Off. The Employer provides eligible employees with the opportunity to have paid time off for various reasons including vacation, holiday, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours. Employees will be eligible for the same Paid Time Off program as offered to non-represented employees which may be amended from time to time.

10.1.1 PTO Accrual Rates. Current PTO accrual rates are as follows:

<u>Tenure</u>	<u>Annual Accrual*</u>			<u>Maximum Accrual*</u>		
	<u>PTO</u>	<u>PTO-Safe Sick*</u>	<u>Total PTO</u>	<u>PTO Accrual</u>	<u>PTO-Safe Sick Accrual**</u>	<u>Total PTO Accrual</u>
<u>Less than 3</u>	<u>131 hours (5.04 per pay period)</u>	<u>69 hours (2.65 per pay period)</u>	<u>200 hours</u>	<u>192 hours</u>	<u>108 hours</u>	<u>300 hours</u>
<u>3 to less than 5</u>	<u>155 hours (5.97 per pay period)</u>	<u>69 hours</u>	<u>224 hours</u>	<u>228 hours</u>	<u>108 hours</u>	<u>336 hours</u>
<u>5 to less than 10</u>	<u>171 hours (6.58 per pay period)</u>	<u>69 hours</u>	<u>240 hours</u>	<u>252 hours</u>	<u>108 hours</u>	<u>360 hours</u>
<u>10 to less than 15</u>	<u>195 hours (7.52 per pay period)</u>	<u>69 hours</u>	<u>264 hours</u>	<u>288 hours</u>	<u>108 hours</u>	<u>396 hours</u>
<u>15 or more</u>	<u>211 hours (8.12 per pay period)</u>	<u>69 hours</u>	<u>280 hours</u>	<u>312 hours</u>	<u>108 hours*</u>	<u>420 hours</u>

*Not to exceed eighty (80) hours per pay period

*Based on a full-time (1.0 FTE)

**PTO-Safe Sick will be administered in accordance with the Washington Paid Sick Leave Law.

10.2 EIB. Employees will be able to utilize remaining EIB accruals in accordance with Employer’s policy which may be amended from time to time.

10.3 Vacation Scheduling. In scheduling vacations, each department will establish guidelines for scheduling and approving time off.

10.4 Use of PTO Balances. Negative balances may not be incurred. Employees must use accrued PTO hours for vacations and holidays with the advance approval of their supervisor. Department needs and work requirements shall be taken into consideration. Preference will be given to employees' requested time off whenever possible. PTO may be scheduled in increments of at least one (1) hour.

10.5 Physician Statement/Proof of Illness. The Hospital reserves the right to require reasonable proof of illness.

ARTICLE 11 – HOLIDAYS

11.1 Holidays. The following seven (7) days off shall be recognized:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

11.2 Work on a Holiday. Employees required to work on a holiday shall be paid at time and one-half (1-1/2) their regular rate for all hours worked.

11.3 Rotation of Holiday Work. It is agreed that holiday work shall be rotated by the Hospital.

11.4 Holiday Dates. All recognized holidays (Article 11.1) will be paid in accordance with 11.2 for actual hours worked from 11:00 p.m. on the day before to 11:00 p.m. on the actual date of the Holiday.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Leave Requests. All leaves are to be initiated with the Employer's third-party administrator (TPA) as far in advance as possible, stating all pertinent details and the amount of time requested. A reply to grant or deny the request shall be given by the TPA. A leave of absence commences on the first day of absence from work.

The Employer will follow its leave policies, which may be amended from time to time however the amendment may not reduce the current benefit level for the life of this agreement. Leaves to which an employee is entitled under state or federal laws, like the Family Medical Leave Act (FMLA), will be administered in accordance with such laws and their interpretive regulations. If an employee is not eligible under applicable law, such as the FMLA, there may

be some allowance for a Health Leave of Absence, Personal Leave of Absence or other leaves under the Employer's existing policies.

12.2 Family and Medical Leave. As required by federal law, eligible employees shall be entitled up to twelve (12) work weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave 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 Employer may require an employee to use any accrued paid time during the period of the leave.

The leave shall be interpreted consistent with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed.

12.2.1 Washington State Paid Family Medical Leave. As required by Washington State Paid Family Medical Leave (PFML), employees may be eligible to receive benefits from the Washington Employment Security Department ("ESD"). PFML provides partial wage replacement if the employee is unable to work due to his or her own serious health condition, the need to care for a qualified family member due to a serious health condition, to bond with a new child, or for certain military-related leaves.

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

This leave will run concurrently with any other leave the employee may be entitled to under the law, including the Family and Medical Leave Act. Issues of benefit eligibility and job restoration rights will be governed by applicable laws.

12.3 Jury Duty. Jury duty shall be administered in accordance with Employer policy, which may be amended from time to time in the Employer's discretion.

12.4 Bereavement Leave. Bereavement leave shall be administered in accordance with Employer's policy, which may be amended from time to time in the Employer's discretion.

ARTICLE 13 - HEALTH PROGRAMS

13.1 Health Tests. The Employer shall provide any tests required by state or federal law at no cost to the employees.

13.2 Workers' Compensation. The Employer will provide Workers' Compensation insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

13.3 Benefit Program. Eligible (0.5-1.0 FTE) employees will participate in the same health and welfare benefit programs as the majority of Employees of the Employer (including the same choice of plans, coverages, plan design, and payroll deductions) beginning the first day of employment in an eligible status.

Bargaining unit employees will participate in the same health insurance plans offered to the majority of the employees employed by the Hospital; however, the parties agree that the amount of per pay period medical premium payroll contributions will not increase by more than 10% on a blended average. The Employer agrees to provide written notice of any upcoming annual benefit plan changes on or before October 1, of the applicable year.

The Employer agrees to offer the HRA, the HSA, and Kaiser of WA HMO, dental and vision coverage. The parties agree that health and welfare benefits programs referenced immediately above may be opened for bargaining in good faith by the Union if there are material reductions in benefits under the plans offered by the Employer, and/or material increases in in-network deductibles, or in-network out-of-pocket maximums, and the amount of premium percentage, or a material reduction in the employer contributions available to earn under the health incentive program (excluding those required by law or regulation). Changes in networks or health care providers available under existing plans shall not be considered a material reduction in benefits during this agreement. The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g. Health Care Reform) although the Union may ask to bargain over the effects of such changes.

If the assigned FTE of an employee changes during the course of this Agreement, the employee contribution will be reflected through a change in payroll deduction effective the date of the status change.

The Employer shall continue to pay the employee's premiums for covered employees per the Employer's policies when the employee is not working as a result of work injury, health or maternity leave.

ARTICLE 14 - RETIREMENT PLAN

The Employer will provide a retirement plan for all eligible employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. As the Employer may from time to time make modifications in the plan, employees and the Union will be given at least thirty (30) days' advance notice before implementation of any change.

ARTICLE 15 - EMPLOYMENT STATUS

15.1 Introductory Period. All newly hired employees shall serve an introductory period of ninety (90) calendar days. After ninety (90) calendar days of continuous and satisfactory employment, the employee shall be considered to have completed the introductory period unless specifically advised by the Employer of an extended introductory period not to exceed an

additional sixty (60) days, the conditions of which shall be specified in writing. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from most recent date of hire within the bargaining unit. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure.

15.1.1 Orientation for New Hires. Newly hired employees shall be provided with orientation and training sufficient to allow effective implementation of the assignments so that the employee may perform the tasks or procedures safely and independently.

15.2 Seniority. Seniority is defined as the employee's length of service, beginning with the most recent date of hire within the bargaining unit. Members of the bargaining unit who accept positions of management shall retain all seniority earned while in the bargaining unit for the following twelve (12) months. Regular status employees who change to Per Diem status and subsequently return to regular status without a break in employment shall have previous benefit accruals and seniority reinstated excluding the time spent on Per Diem status.

15.3 Notice of Resignation. Employees shall give at least fourteen (14) days' written notice of intended resignation.

15.4 Termination of Seniority. Seniority shall cease upon termination of employment; for example, discharge, resignation, retirement, or failure to return to work on a timely basis from an approved leave of absence.

15.5 Layoff. When it becomes necessary for the Employer to permanently reduce its work force, the Employer shall give as much notice as practicable. In cases of such anticipated layoffs, written notice of layoff to the affected employee(s) will be given fourteen (14) days' notice before such action is to become effective, except in cases of urgent and unexpected circumstances. If an employee on layoff applies for any open position within the bargaining unit within twelve (12) months from the date of the layoff, the employee will be considered a preferential hire when applying. It shall be the employee's responsibility to keep the Employer informed of the employee's employment status and current address and telephone number. Upon rehiring within twelve (12) months from layoff, the employee shall have all previously accrued seniority restored.

15.5.1 Layoffs in connection with the reduction of the work force shall be governed by seniority together with skill, competence, performance and ability in a specific area. Where skill competence, performance and ability are equal in the judgment of the Employer, seniority shall prevail.

15.5.2 The following order of layoffs shall be followed by the Employer:

1. Introductory employees.
2. Regularly scheduled employees by seniority, in accordance with subsection 15.6.1 above.

15.5.3 Layoff List. The Employer will notify the Union at least fourteen (14) days in advance of an anticipated layoff and will furnish a list of those employees to be laid off.

15.5.4 Per Diem Work. Employees who are laid off may accept a per diem position to perform work becoming available as a result of unanticipated increase in patient census or absences. Acceptance of per diem position while on layoff will not affect an employee's preferential hiring status for FTE'd positions. Employees who accept a per diem position will be eligible for the per diem differential per ~~Article 9.XX~~8.4.

Procedure:

1. FTE'd employees applies for posted per diem position;
2. Per diem positions are filled pursuant to Article ~~XXX~~15.10, Job Postings;
3. Per diem employees will be schedule in accordance with department procedures.

15.5.5 Position Openings. When a position becomes available during the specific twelve (12) month period following a layoff, consideration will be given in accordance with Article 15.6 Layoff and 15.10 Job Postings.

15.6 Corrective Action/Discharge. The Hospital will follow the principles of progressive discipline and just cause. There may be circumstances justifying immediate termination. Progressive discipline will normally include verbal warning, written warning, final warning and termination.

15.7 Travel. In the case employees use their personal vehicle for work purposes, such employee shall be reimbursed at the IRS mileage rate.

15.8 Work Schedules. Each department will establish scheduling procedures and allowances for time off. The Employer will post the monthly work schedule at least fourteen (14) days in advance. Scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent. The Union agrees in the event of an unanticipated event creating a need to change the staffing schedule (e.g. community emergency, increase in patient census, shortage of staff, or serious health condition as defined under FMLA anticipated to last a week or longer) the Employer shall have the right with twenty-four (24) hours' notice to change work schedules of the least senior qualified employee in the classification to meet the changed condition. The Employer will first seek volunteers who can cover the change without creating overtime.

15.9 Meetings. When feasible, the Employer will attempt to make the employee development program available to all shifts.

15.10 Job Posting. Notices of bargaining unit employee positions to be filled shall be posted online at least seven (7) days in advance of filling the position. When a job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy providing the applicants' skills, ability and experience are considered substantially equal in the opinion of the Employer. Upon request by the Union, the Employer will provide the postings and closing date of posted positions.

Each job posting shall state summary job qualifications and duties to be performed.

15.10.1 Transfer. If the employee is hired for the position and this results in transferring to a new position, the employee shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended, subject to skill, competence, and ability in the opinion of the Employer. During this performance review period, the Employer will notify the employee in writing of any deficiencies in performance.

15.1 Personnel Files. Employees shall have access to their personnel files via the Employee Self Service system.

15.12 Evaluations. The Employer shall maintain an evaluation program in which each employee will be evaluated at the end of the introductory period and at least annually thereafter. The leader will discuss topics such as the employee's performance, professional goals, attitude and areas of needed improvement with the employee.

15.13 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among employees assigned to each individual unit by shift, subject to skill, competence, ability, and availability as determined by the Employer. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation. Employees who are subject to low census may use accrued paid time and such time off will count in the low census rotation. The Employer will attempt to make floating opportunities available to employees subject to low census. Agency employees will not normally be utilized in a department and shift where employees are subject to low census.

15.13.1 Employees who take low census days off shall continue to accrue PTO and shall not have their step increase date adjusted.

15.14 Organizational Change. The parties recognize that the Employer may need for business and/or patient care reasons to make changes in the hospital which could affect an employee's position, i.e., unit, FTE or shift. The Employer agrees to give the Union and employees involved at least thirty (30) days' notice prior to implementation. The Employer shall include in the notice the type of change planned and the reason for the change. On request of the Union, the Employer will meet with the union within the thirty (30) days' notice period to discuss the impact of the change.

The procedure used shall be as described in this section unless modified by mutual agreement. Prior to implementing any of the following process, the Employer shall seek volunteers first from the affected unit(s).

15.14.1 Restructure. The Employer will determine the number of FTEs by shift required for the restructured department. A restructure is defined as a change where more than one-half (1/2) of the employees in a classification and department are affected by a reduction in their FTE of more than 0.2 or change in their regular number of hours per shift.; The Employer will give the Union thirty (30) days' notice of a restructure. The manager(s) of the unit(s) shall determine the process and applicable guidelines. The

positions will be filled by seniority, provided that, in the opinion of the Employer, the employee's skill, competence, performance, ability and experience are equal to that of the employee being displaced. An employee who is not able to retain a position will have the rights of an employee laid off from their classification.

15.14.2 Notification to Employee. The Employer will make a good faith effort, either by phone, email, text or mail, to employees who are on paid time off, an approved leave of absence.

15.15 Change in FTE Status. Reduction in hours shall be defined as a permanent reduction of an employee's FTE level that does not amount to a restructure under 15.20.1. If a reduction in FTE is determined to be necessary, the least senior employee(s) in the targeted job classification, cost center and shift will receive the hours reduction. Provided, however, senior employees in the classification must be qualified to perform all the work required including applicable license. Prior to an hours reduction occurring, the Employer will first seek volunteers in the job classification, cost center and shift. Absent volunteers, the Employer will first remove from the schedule any temporary and probationary employees before reducing the FTE of a seniority employee. An employee subject to an involuntary reduction in their FTE will be given first preference up to their previous FTE status should the Employer expand the hours of an existing FTE in the employee's job classification, cost center and shift.

15.16 Staffing Concerns. If an employee reports to work and perceives a problem with the level of staffing allocated for their patient Care assignment, the employee will notify their immediate supervision of the staffing problem. Staffing and workload issues should be addressed promptly with supervision and at the time of occurrence; and may be resolved through such resources like adjustments in assignments, the use of other staffing resources (such as employees from the per diem staff, agency employees), adjustments to work loads, adjustments to work schedules, or to other resources.

Matters arising under this section shall not be subject to the Grievance Procedure.

15.17 Transfer to Per Diem Status. An employee, so classified on the Employer's employment records, who is hired to work during any period when a temporarily augmented work force is required (i.e., vacations, approved leaves, etc.). If a benefit earning employee elects per diem status, all eligible accrued extended illness hours will be banked. Any accrued paid time off shall be paid to the employee at the time the employee changes to per diem status. Seniority shall not apply while on per diem status. Regular status employees who change to per diem status and subsequently return to regular status without a break in employment shall have previous seniority and appropriate benefit accruals reinstated.

ARTICLE 16 – EMPLOYEE EDUCATION/LICENSE

16.1 Educational Leave.

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

The Employer shall provide employees 0.8 FTE and above a minimum of \$400 and employees (0.5 - 0.7 FTE) a minimum of \$300.00 for expenses and tuition on a calendar year basis. Such financial assistance shall be subject to the approval of the subject matter and verification of attendance and/or completion of the course. Unused amounts shall not be carried from one (1) calendar year to the next.

ARTICLE 17 – LABOR MANAGEMENT COMMITTEE

The purpose of the Labor Management Committee is to discuss human resources matters within the labor agreement and to foster improved communications. This committee is advisory. Management will respond to committee recommendations no later than the next regular scheduled meeting.

The Labor Management Committee is comprised of a Human Resources Representative and two (2) members of management designated by the Employer, three (3) employee's representatives or two (2) employee's representatives and one (1) union representative. When mutually agreed upon, additional resource people may be invited to attend for the purpose of providing information on an agenda item before the Labor Management Committee.

The Labor Management Committee will meet no less than quarterly. Either party may request to meet more frequently upon mutual agreement.

The bargaining unit shall provide the names of the three (3) representatives to Human Resources thirty (30) days prior to the first scheduled meeting. Meeting time spent by the elected employees on the Labor Management Committee will be compensated at the appropriate rate of pay.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If an alleged violation arises, the employee is encouraged to discuss it with her/his immediate supervisor in an effort to resolve it, prior to filing a formal grievance. If a grievance cannot be resolved the employee shall utilize the following grievance procedure.

Step 1: Employee and Immediate Supervisor

In Step 1 of the grievance procedure, the employee shall provide a written statement to her/his employee manager describing the Article of the Contract

allegedly violated, why and how violated, and remedy requested. At each subsequent step, the employee shall provide a written statement of unresolved issues and why the resolution/decision at the previous step was not acceptable.

The time limits may be extended by mutual written consent of the parties. By mutual agreement, through an agreed upon procedure, the parties may waive steps of the grievance procedure. A reasonable request for an extension of Step 1 grievance timelines will not be unreasonably denied.

If an employee has a grievance, the employee shall present the grievance in writing to the employee's immediate supervisor and a copy to Human Resources within fourteen (14) calendar days from the date when the employee became aware or reasonably should have been aware of the event from which the grievance arose. Upon receipt thereof, the immediate supervisor (or designee) shall attempt to resolve the problem and shall respond in writing within twenty-one (21) calendar days following receipt of the written grievance.

Step 2: Employee and Director

If the matter is not resolved at Step 2, the employee shall present the written grievance within seven (7) calendar days of receiving the immediate supervisor's decision to the respective Director. The Director (or designee) and the employee shall confer in an attempt to resolve the grievance. The Bargaining Unit Representative and/or the Union Representative may be present, if requested by the employee. The Director (or designee) shall issue a written reply within seven (7) calendar days following receipt of the grievance.

Step 3: Employee and Administrator or Designee

If the matter is not resolved at Step 3, the employee shall present the written grievance within seven (7) calendar days of receipt of the Step 3 response to the Administrator, or designee. Within seven (7) calendar days thereafter, there shall be a meeting with the Administrator, or designee, the employee and/or the Bargaining Unit Representative and/or a Union Representative. The Administrator or designee will issue a response within fourteen (14) calendar days following the meeting.

Step 4: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, either the Hospital or the Union may submit the issue in writing for arbitration within ten (10) calendar days following receipt of the Step 4 decision. Within five (5) calendar days of notification that the dispute is submitted for arbitration, the Hospital and the Union shall attempt to agree on an arbitrator. If the Hospital 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 have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and 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 expenses of witnesses called by the other party. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later.

18.2 Mediation. The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance procedure. Should the grievance subsequently be pursued to arbitration, the Employer shall not be liable for any potential back pay liability for that period of time when the parties agreed to mediate until the parties terminate the mediation effort, if mediation process extends or delays the arbitration time lines.

18.3 Time Limits. The time limits set forth in the grievance procedure may only be extended by mutual agreement of the Union and the Hospital and shall be confirmed in writing by the parties.

18.4 Withdrawal of Grievance. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed withdrawn and shall not thereafter be subject to the Grievance Procedure.

ARTICLE 19 - NO STRIKE/NO LOCKOUT

It is agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees and (b) neither the employees nor their agents, including the Union, or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organizations' picket line. If any employees or group of employees represented by the Union should violate the intent of this section, the Union will take steps to affect a prompt resumption of work.

Any employee participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to discipline up to and including discharge, as the Employer may direct.

This provision shall not be interpreted to prohibit an individual employee from participating in picketing or other publicity activity engaged in by a labor organization other than the Union, so long as the employee is off work and on their own time.

ARTICLE 20 – SEPARABILITY

Should any provision or provisions become unlawful by virtue of separability or by declaration of any court of competent jurisdiction, including state or federal entities, 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 terms of this Agreement. If any provision is held invalid, the Union may request immediate effects bargaining for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 21 – COMPLETE AGREEMENT

Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or covered in this Agreement, whether or not such subject or matter may have been within the knowledge or contemplation of either or both of the parties. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writings at any time during its term.

ARTICLE 22 - DURATION OF AGREEMENT

This Agreement shall be effective on the first full pay period following date of ratification and shall continue until and including three (3) years and six (6) months following ratification date. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date of its intent to negotiate a new Agreement. Should such notice be served, bargaining shall commence within thirty (30) days following the date of timely notice.

LETTER OF UNDERSTANDING – UNFAIR LABOR PRACTICES

The United Food and Commercial Workers, Local 21 (“the Union”) agrees that it will, within two (2) weeks of the ratification of this collective bargaining agreement, it will withdraw all filed Unfair Labor Practice charges, including but not limited to, 19-CA-277605.

LETTER OF UNDERSTANDING – PTO DEPOSIT

The Employer agrees that in January of 2021, all full-time and part time employees received eight (8) hours of PTO [prorated by FTE]. Upon ratification, all full time and part time employees will receive sixteen (16) hours of PTO [prorated by FTE]. In January of 2022, all full-time and part time employees will receive twenty-four (24) hours of PTO [prorated by FTE]. In January of 2023, all full-time and part time employees will receive sixteen (16) hours of PTO [prorated by FTE]. These additions of hours are each individual one-time occurrences in transition from the Employer’s former plan. This LOU shall expire with the contract.