

Agreement by and between
UFCW 3000
and
St. Michael Medical Center

Pro-Tech Unit

Effective through March 31, 2026

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

ST. MICHAEL MEDICAL CENTER

and

UFCW LOCAL 3000

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - RECOGNITION AND BARGAINING UNIT	1
ARTICLE 2 - UNION SECURITY	1
ARTICLE 3 - UNION REPRESENTATION	3
ARTICLE 4 - DEFINITIONS	4
ARTICLE 5 - EMPLOYMENT PRACTICES	5
ARTICLE 6 - SENIORITY	8
ARTICLE 7 - HOURS OF WORK AND OVERTIME	12
ARTICLE 8 - COMPENSATION	14
ARTICLE 9 -PREMIUM PAY	15
ARTICLE 10 - ANNUAL LEAVE	17
ARTICLE 11 - HOLIDAYS	19
ARTICLE 12 - SICK LEAVE	20
ARTICLE 13 - MEDICAL AND INSURANCE BENEFITS	21
ARTICLE 14-LEAVES OF ABSENCE	23
ARTICLE 15 - GRIEVANCES	25
ARTICLE 16 - MANAGEMENT RESPONSIBILITIES	27
ARTICLE 17 - STRIKES OR LOCKOUTS	27
ARTICLE 18 - GENERAL PROVISIONS	27
ARTICLE 19 - DURATION OF AGREEMENT	29
APPENDIX A - WAGE SCHEDULE	
APPENDIX B - NINE (9) HOUR AGREEMENT	
APPENDIX C - TEN (10) HOUR AGREEMENT	
APPENDIX D - TWELVE (12) HOUR AGREEMENT	
MEMORANDUM OF UNDERSTANDING-TWELVE (12) HOUR SHIFTS	
APPENDIX E - SIXTEEN (16) HOUR AGREEMENT	
LETTER OF UNDERSTANDING- Two Sixteen (16) Hour Weekend Shift Schedule	
LETTER OF UNDERSTANDING - Certifications	
MEMORANDUM OF UNDERSTANDING	

2023-2026

AGREEMENT

By and Between

St. Michael Medical Center

and

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL NO. 3000

(Professional & Technical Employees)

This Agreement is entered into by and between St. Michael Medical Center, referred to hereinafter as the "Employer,, or the "Medical Center" and the United Food and Commercial Workers International Union, Local No. 3000, referred to hereinafter as the "Union".

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth the basic terms of agreement covering wages, hours, and conditions of employment to be observed by the parties to this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the patties to this Agreement agree as follows:

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees whose classifications appear in Appendix A of this Agreement or any modifications thereof. Excluded from the terms of this Agreement shall be all supervisory, confidential and security personnel as defined in the National Labor Relations Act, and all per diem employees included within the per diem bargaining unit. In the event that such bargaining unit positions are utilized at future locations, the specific application of the terms of this Agreement shall be as mutually determined in writing by the Union and the Employer.

1.1 New Job Classifications. The Employer will advise the Union if it establishes any new job classification appropriate to this bai-gaining unit.

ARTICLE 2 UNION SECURITY

2.1 Union Membership. All employees covered by this Agreement on its effective date or subsequently hired will, no later than thirty one (31) days following the beginning of their employment or the signing of this Agreement, whichever is later, become and remain members of the Union in good standing as a condition of continued employment.

2.2 Failure to Join. In the application of Section 2.1, Union Membership, when the Employer is notified by the Union in writing that an employee of over thirty one (31) days has failed to make application and tender the Union initiation fee, or reinstatement fee, or is not a member in good standing by failing to tender the Union dues, the Employer will within fourteen (14) days terminate such employee. Such employee will not be reemployed by the Employer during the life of this Agreement until notified by the Union that the employee is a member in good standing in the Union. For the purposes of this Agreement, "in good standing" is intended to mean an employee's dues and initiation fees are paid up in accordance with the Constitution of the Union and/or within the meaning of the Labor-Management Reporting and Disclosure Act of 1959.

2.3 Dues Deduction. The Employer agrees to deduct dues from the wages of each employee who signs an authorization card as provided by law. The Employer agrees to forward such dues to the office of the Union monthly. It is further agreed that the Employer shall be held harmless with respect to any charge or allegation by an employee regarding the implementation of any provision of Section 2.1, Union Membership. The Union and each employee authorizing the assignment of wages for the payment of Union dues shall both 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 account of any deduction made from the wages of such employee or on account of sharing an employee Social Security Number with the Union.

2.4 Notification: Distribution of Contract. 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, along with a membership application, if such materials are provided by the Union.

2.5 Bargaining Unit Roster. The Employer shall furnish to the Union a roster of all bargaining unit employees once a month, which shall include employee name, job classification, employment status, full-time equivalent (FTE) level, Department, work location, shift, hourly rate, hire date, (new hire date as appropriate), termination date (as appropriate), date entered union, status change date, home address, home telephone number and last four digits of social security number. The Union shall 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 sharing employee Social Security Numbers with the Union.

2.6 Bargaining Unit Work. The Medical Center agrees that the practice of utilizing non-bargaining unit personnel for certain functions performed by bargaining unit members will not result in the elimination of bargaining unit positions or reduction in bargaining unit hours without prior notification to the Union. Prior to utilizing non-bargaining unit personnel, the employer will extend an opportunity to bargaining unit members to cover the need.

2.7 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 parties recognize that the Union is obligated under the Federal Election Campaign Act (PECA) to reimburse the Hospital for its reasonable cost of administering the political action fund deduction provided for in this Agreement. The Employer and Union agree that one-quarter percent (.25%) of all amounts collected for this fund is a reasonable amount to cover Employer costs of administering this semi-monthly deduction. Accordingly, the parties agree that the Employer will retain one-quarter percent (.25%) of all amounts deducted for the voluntary political action fund to reimburse the employer for its reasonable costs of administering the deductions.

ARTICLE 3 - UNION REPRESENTATION

3.1 Access to Premises. The Union in full consideration of quality patient care agrees that the Union Representative, with reasonable notification to the Executive Director of Human Resources or designee shall have access to the Medical Center premises for the purpose of administering the terms of this Agreement or other representational activities in accordance with past practice. The Union, with authorization from the Employer, shall have access to the Medical Center premises for the purposes of conducting union meetings. Such access shall not disrupt the normal operations of the Employer and shall be consistent with reasonable restraints regarding the safety and well-being of patients.

3.2 Shop Stewards. The Employer agrees that the Union may establish Shop Stewards for the purpose of administering the terms of this Agreement. The Employer shall receive the names of any Shop Stewards so delegated. The cost of time spent in performing such functions shall not be borne by the Employer unless requested by the Employer to meet to help resolve grievances related to the terms of this Agreement.

3.3 Bulletin Board. The Employer will endeavor to furnish a bulletin board for the use of the Union in each department employing bargaining unit employees. If the union would like to request a larger board or alternative location the matter will be discussed at the Conference Committee.

3.4 Labor Management Committee. The Union and the Employer agree to convene a Labor Management Committee at least quarterly or more frequently if mutually agreed for the purpose of seeking resolution on issues of common concern. The Committee will be comprised of four (4) bargaining unit members plus management representatives. Participants shall receive no loss of pay or overtime for participation in such meetings. The Labor Management Committee shall in all cases include a representative of the Union and Human Resources.

3.5 New Hire Orientation. The Employer will provide the Union access to new hires in the bargaining unit on one (1) of the orientation days for the purpose of introduction and orientation to the Union pursuant to this section.

The Employer agrees to announce that the Union is available to meet with the new hires on unpaid time. Subject to Employer scheduling requirements, the meeting shall be by a Union Representative or Shop Steward who will be allowed up to thirty (30) minutes at a mutually agreed upon time during the designated orientation session, to introduce the Union contract to newly-hired employees in the bargaining unit. Such presentation will be on the Steward's non-paid time, which may include the Steward's lunch break time. If the orientation at St. Michael Medical Center is expected to end early, human resources will make a good faith effort to notify the union. Attendance at the union orientation session shall be voluntary for the new hires and will be on the Employees' and Steward's non-paid time,

3.6 Negotiations. Subject to appropriate advance notification by employees, negotiating team members shall be given unpaid release time for negotiations. Time spent during negotiations will be treated as time worked only for the purposes of seniority and benefit accrual.

ARTICLE 4 DEFINITIONS

4.1 Regular Employee. A regular employee is one who has satisfactorily completed the conditional period and is assigned responsibilities of a position recognized as and identified by the Employer. A regular employee may work on either a full-time or regularly scheduled part time basis.

4.2 Fulltime Employee. A regular full-time employee is one who in the performance of assigned responsibilities normally works a continuing schedule of forty (40) hours per week or eighty (80) hours within a fourteen (14) day period.

4.2.1 12-Hour Shift Employee. An employee who is regularly scheduled to work three (3) twelve (12) hour shifts per week shall be regarded as a full-time employee.

4.3 Parttime Employee. A regular part-time employee is one who in the performance of assigned duties normally works a regular schedule of sixteen (16) hours or more, but less than forty (40) hours per week.

4.4 Conditional Employee. A conditional employee is one who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee shall become a regular employee unless specifically advised by the Employer of an extended conditional period for up to an additional ninety (90) days, the conditions of which shall be specified in writing. The employer will ensure notice of the extension to the Employee. During the conditional period, an employee may be terminated without notice and without recourse to the grievance procedure.

4.5 Per Diem Employee. For purposes of this Agreement, a per diem employee is an employee, who in the performance of duties does not fall within one of the above definitions in Sections 4.2, Full-time Employee, 4.3, Part-time Employee, and 4.4, Conditional Employee. Such employees shall not be entitled to benefits provided in this Agreement, and shall receive a fifteen percent (15%) wage differential in lieu thereof.

Per diem employees may be utilized for regularly scheduled vacation relief or for sick leave or leaves of absence not to exceed twelve (12) continuous weeks in any one instance for any one position without agreement between the Union and the Employer. Any per diem employee who works on a regularly scheduled basis at least sixteen (16) hours per week averaged over a three (3) month period (ninety [90] days), may request a review of the employee's position to determine whether it should be converted to a regular position and posted pursuant to Section 6.8, Job Posting. Such request shall be made in writing by the per diem employee.

A full-time or part-time employee may request a change to per diem status, providing a per diem position is available. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days of requesting such change of status. If the change to per diem status is granted by the Employer, the employee shall be removed from this master agreement and shall be included in the per diem bargaining unit agreement. Regular employees who transfer to per diem status shall retain the step placement on the wage schedule which they held at the time of transfer. Per diem employees shall retain previously accrued seniority and benefits in the event of return to regular status within two (2) calendar years.

4.5.1 If two or more per diem employees apply for an open regular position, the employee with the greater number of per diem hours worked in the prior three years shall have priority over the other per diem applicants, provided skills, competence and ability are equal in the reasonable judgment of the employer. The hired employee will be placed on the same step of the wage scale as the employee occupied as a per diem.

4.6 Preceptor. A preceptor is an employee who has been assigned by management to act as a mentor and teacher in a precepting program. A preceptor will generally be, at management's discretion, an employee proficient in clinical teaching and communication skills who is assigned specific responsibility for the new skill development of an employee placed in a defined preceptor program. The parameters of each program shall be set forth in writing by the Employer and approved by the Human Resources Director. Defined programs may include training a technical or professional employee (unless otherwise approved by the Human Resource Director) into a new specialty or job description. Volunteers will be sought first.

4.7 Length of Service (Calculation of Accruals). For purposes of benefit administration, longevity is the length of continuous employment of a regular employee with the Employer, regardless of classification or bargaining unit status. Calculations of annual leave accruals for regular full time and regular part time employees shall be based on all hours worked, including time paid for but not worked, CEDO days and assigned standby hours in conjunction with CEDO days not to exceed 2080 hour each anniversary year of employment.

4.8 Regular Rate of Pay. Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay shall be defined to include the employee's hourly wage rate (including the wage premium in lieu of benefits, if applicable), plus shift differential if the evening or night shift is a permanent assignment, certification pay, and lead pay when the employee has a regular (designated) lead assignment.

ARTICLE 5 EMPLOYMENT PRACTICES

5.1 Nondiscrimination. It is agreed that there shall be no discrimination in wages or employment conditions based upon sex, age, race, color, creed, national origin, sexual orientation, gender identity, disability, marital status or veteran's status or any activity protected by the Labor Management Relations Act, or any other protected class as governed by law. Alleged violation of this article may be addressed through the grievance procedure. However, prior to referral to arbitration, an employee must decide with the Union whether to continue to use the grievance procedure or the procedure established by applicable regulatory agencies. The Employer shall be notified of this decision in writing. The employee's choice of one (1) procedure shall preclude the utilization of the other.

5.2 Notice of Termination. Regular full-time and regular part-time employees shall be entitled to two (2) weeks' notice or pay in lieu thereof in the event of reduction of force plus any annual leave (provided one (1) year of employment has been completed). Failure of any employee to give two (2) weeks' notice of intention to terminate shall result in forfeiture of all accrued benefits to which otherwise entitled.

5.3 Notice of Resignation. Employees are required to give advance notice of resignation as set forth below. Failure to give the required advance notice shall result in loss of accrued annual leave. The Employer will give consideration to situations that would make such notice by the employee impossible.

5.3.1 Clinical Support Positions. Employees in clinical support positions are required to give at least fourteen (14) days' written notice of resignation.

5.3.2 Technical Positions. Employees in technical positions are required to give at least twenty-one (21) days' advance written notice of resignation. If a new employer requires the employee, in writing, to report for work in fourteen (14) days, the employee will not lose his/her annual leave.

5.3.3 Professional Positions. Employees in professional positions are required to give at least twenty-eight (28) days' advance written notice of resignation. If a new employer requires the employee, in writing, to report for work in twenty-one (21) days, the employee will not lose his/her annual leave.

5.4 Discipline and Discharge. The Employer shall have the right to discipline or discharge employees for just cause. Progressive discipline shall normally be followed but shall not be required for serious violations of Medical Center policy such as, but not limited to, theft, fighting or drunkenness. Employees shall be allowed union representation at disciplinary meetings. The Employer agrees that any discipline imposed shall be done in a professional and private manner and that there shall be no public display of any personnel data or records of any employee.

5.4.1 Union Representation. Employees shall have the right to have a Union Representative present during any investigatory interview and may request reasonable postponement until a representative of the Union is available.

5.5 Personnel File. Employees shall be allowed to review their personnel file during regular Human Resources Department office hours. If an employee objects to the inclusion of any material in the employer's personnel file, the employee may make a written request to the Director of Human Resources that the material be removed. The Director of Human Resources will review the request and respond, in writing, within thirty (30) calendar days. After one (1) year, an employee may request in writing to the Director of Human Resources for discipline to be removed from their personnel file. The Director of Human Resources will respond within ten (10) working days approving or denying the request. If denied, the Director of Human Resources will give an explanation for denial.

5.6 Business Travel. If an employee is required by the Employer to use his or her own vehicle to travel in order to conduct Medical Center business, the employee will be reimbursed for mileage at the IRS rate in accordance with Medical Center policy.

5.7 Americans with Disabilities Act. The seniority provisions of this Agreement are subject to the Medical Center's duty under the Americans with Disabilities Act to accommodate the disability of a qualified employee or applicant with a disability. The Medical Center 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 by the proposed accommodation.

5.8 Safety Committee. The bargaining unit shall have representation on the Medical Centerwide Safety Committee. Upon request, the Employer will notify the Union when the Safety Committee will meet. Minutes of the safety Committee meetings will be posted or made otherwise available for review.

5.9 New Technology. The employer will notify the Union prior to implementation of any new technology or methods that may have a material effect on the bargaining unit wages, hours, or working conditions as covered in this collective bargaining agreement. Notice will be given at least 30 days prior to implementation.

5.10 Reassignment to New Classification. In the event an employee is reassigned by the Employer to a new classification, such employee shall be placed at a longevity step in the range for the new classification which represents no decrease in the hourly rate (except instances where the top step is lower than the employee's previous rate). The employee shall maintain the same date for future longevity step increases, as prior to the reassignment.

5.11 Permanent Assignments. Permanent assignment to other job classifications shall be voluntary. The provisions of Section 5.10, Reassignment to New Classification, shall not apply to voluntary transfers initiated by the employee to other job classifications, unless mutually agreed to by the employee, the Union, and the Employer.

5.12 Placement for Promotions. An employee that applies and is promoted to a higher paid job classification shall be placed on the new scale at the step which gives the employee a minimum of a three percent (3%) increase.

5.13 Special Equipment. Excluding clothing and wearing apparel, all special equipment shall be furnished by the Employer.

5.14 Physical Exams. Charges for required physical examination and compulsory training expense shall be borne by the Employer.

5.15 Meetings. All time spent in meetings called by the Employer shall be considered as time worked.

5.16 Meal Discounts. All employees covered by this Agreement are eligible for meal discounts as long as such practice is generally available to all employees.

5.17 Professional Meetings. Upon completion of one (1) year of employment, employees are eligible for a maximum of thirty-six (36) hours of leave with pay at the regular rate; provided, however, that such leave shall be at the discretion of the Medical Center. Leave may be granted for attending professional meetings such as workshops, seminars and educational programs; provided such leave shall be subject to good faith budgetary considerations, approval of the subject matter to be studied and scheduling requirements of the Medical Center. The term "professional meetings" is defined as meetings conducted to develop the skills and qualifications of employees for the purpose of enhancing and upgrading the quality of patient care, professional licensing and job skills. Educational leave may be used for non mandatory inservices/seminars held by and at St. Michael Medical Center. Additional educational leave may be granted at the discretion of the Medical Center. Upon request, the employee will be provided with a written explanation as to the reason for the denial of educational leave. Mandatory training shall not be counted against the employee's professional meeting bank.

5.18 Job Descriptions. The Employer will provide job descriptions, for members of the bargaining unit, to the Union and to the employee, upon request. The Medical Center will make a good faith effort to periodically review/update job descriptions. It is understood that persons in the specific job(s) will be involved in the revision process.

5.19 Students. Assignments to train students shall be at the option of the employee, provided there are sufficient individuals otherwise available to perform such functions. In the event employees are assigned to train students or provide informational assistance, support and guidance to new employees, appropriate consideration shall be given to quality and workload requirements.

5.20 Non-Registered Polysomnographic Technologists. Newly hired Non-Registered Polysomnographic Technologists shall have ninety (90) days from the date of hire to become Registered Polysomnographic Technologists. Currently employed Non-Registered Polysomnographic Technologists shall have ninety (90) days from the date of ratification to become Registered, which shall be a condition of employment. The Employer shall reimburse employees for the cost of one (1) registration examination. An employee who fails to timely obtain the required registered status will be terminated unless the Employer and Union enter into a written agreement to extend the time to acquire registered status.

ARTICLE 6 SENIORITY

6.1 Seniority Defined. Seniority shall be determined by a regular employee's date of hire in a job classification. Pursuant to Section 6.6, Application of Seniority, where qualifications and ability are equal, an employee's seniority shall be recognized. Qualifications and ability means the qualifications and ability to do an available job in a competent manner, taking into consideration an employee's total conduct, performance and contribution. (See also, Section 6.2, Qualifications and Abilities.)

For purposes of this section, the following classifications shall be considered one classification:

- a. Registered Radiology Tech and NonRegistered Rad Tech, CT Tech, and Multidisciplinary Tech
- b. Registered Respiratory Therapist, Certified/Registry Eligible Respiratory Therapist
- c. Certified Surgical Technologist and Non-Certified Surgical Technologist
- d. Registered and Non-Registered Medical Laboratory Technicians.

Employees working in more than one job classification shall have separate and distinct seniority rights for each classification in which the amount of time equivalent to a conditional period has been worked. Employees who change classifications shall retain seniority rights in their previous classifications for ninety (90) days unless otherwise agreed by the Medical Center and Union in writing. Applications of the above in the instance of CEDOs shall be limited to the classification being performed. Continuously employed employees who leave the bargaining unit to accept non-bargaining unit positions with the Employer shall retain all seniority accrued as a bargaining unit employee. In the event such employee subsequently returns to the bargaining unit, time worked outside of the bargaining unit shall be proportionally credited to seniority on the basis of one (1) year of seniority for each year of non-bargaining unit work.

6.1.1 Seniority Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, layoff greater than one (1) year, refusal to accept layoff recall offer of comparable job (same shift and FTE) while on recall list, or failure to return from approved leave of absence on timely basis.

6.2 Qualifications and Ability. The Employer shall be the judge of whether the qualifications and ability of the employees are equal; but this judgment shall be fairly and reasonably exercised. If a senior employee in a classification is not returned to work or has his/her hours reduced or is laid off, and the Employer's judgment as to this employee's qualifications and ability is challenged through the grievance procedure, it shall be the obligation of the Employer to demonstrate that the qualifications and ability of the senior employee was not equal to that of the preferred junior employee in the same classification.

6.3 Recall. If a regular employee with seniority is laid off, the employee shall maintain his/her seniority pursuant to Section 6.1.1, Seniority Termination. In the event that an employee is laid off due to a classification elimination, such employee shall retain their step placement and seniority in hiring to other bargaining unit vacancies for which the employee may be qualified subject to Section 6.8, Job Posting.

6.4 Reduction in Hours (CEDO). Reduction in hours at the request of the Medical Center because of low census (CEDO) shall be accomplished through seeking volunteers to leave during such periods provided the remaining employees working will not result in overtime. In the event sufficient volunteers are unavailable, the Medical Center shall assign and track CEDOs by classification and work shift/day basis in the following order of priority:

- First: Employees scheduled to work in an overtime condition for that work shift/day or week
- Second: Agency and Travelers (up to contractual maximum)
- Third: Per diem employees
- Fourth: Employees working extra shifts that work week
- Fifth: On a rotational basis by seniority [Temporary employees]

Employees will be notified at least one hour prior to the start of their shift of a required CEDO by an attempt to reach the employee by telephone at the number on file with the Employer. Employees who do not receive an attempted one hour notification will receive two (2) hours of straight time pay.

Reduction in hours shall not result in reduction of benefits, longevity, or seniority which would have otherwise accrued based upon regularly scheduled hours in instances involving four (4) or less consecutive regularly scheduled shifts. Such reductions in excess of four (4) consecutive regularly scheduled shifts or changes in status from regular full time to regular part time shall result in calculation of benefits and longevity to reflect hours actually worked or reduction in force, if applicable. Standby provisions in this Agreement shall not apply during the period of such reductions.

6.5 Shift Assignments. Employees shall be given preference of shift assignment based upon seniority and in accordance with the needs and level of skills required by the Employer. Such application shall only apply to vacancies.

6.6 Application of Seniority. Seniority, as defined in Section 6.1, Seniority Defined, shall be the controlling factor as applied to the following personnel actions:

- a. Low census (CEDO) pursuant to Section 6.4, Reduction in Hours (CEDO), provided that the more senior employee has the necessary skills, competence and ability as determined by the Employer in the exercise of reasonable judgment.
- b. Permanent reduction in hours pursuant to Section 6.9, Layoffs.
- c. Layoffs (pursuant to Section 6.9, Layoffs) and recalls from Layoffs (pursuant to Section 6.3, Recall).
- d. Annual leave scheduling pursuant to Section 10.3, Scheduling.
- e. Applications for vacant positions in the same classification, pursuant to Section 6.8, Job Posting.
- f. Relief for scheduled absences including vacations or long-term sick leave relief regarding hours in the employee's primary classification and department; provided a written request to the Manager/Supervisor monthly has been submitted and such assignment does not result in overtime obligations for the Employer.

- g. In the event an overtime shift is available, such shift shall be offered to the senior qualified employee(s) in the classification and department. In the event that staffing needs are not met by senior employees, overtime may then be assigned to qualified employees by inverse seniority on a rotational basis (resetting January 1st of each year) by department by shift. Nothing herein shall be construed to require the utilization of overtime shifts. (However, it is understood that short notice overtime work arising on the same work day [that is projected to last no more than one and one-half (1-1/2) hours] shall instead be staffed by seeking qualified volunteers from those employees already working that shift in that classification and department, or by assignment to qualified employees by inverse seniority on a rotational basis by department by shift if there are insufficient volunteers.)

In all other instances, seniority may be considered but shall not be the controlling factor. However, the Employer shall make a good faith effort to apply principles of seniority to the extent feasible and practical and consistent with maintaining job skill opportunities for per diem employees.

6.7 Per Diem Employees. For per diem employees, the total number of hours worked shall be considered regarding applications for open positions.

6.8 Job Posting. Regular job openings in the bargaining unit shall be posted within the Medical Center's electronic job application system for seven (7) calendar days before filling the position; In the selection process, the Employer will select the most highly qualified applicant for the position, with preference given to internal candidates unless the external candidate is more qualified. Where qualifications are considered by the Employer to be equal, the senior employee applying for such job will be selected. For purposes of this contract, the term "qualified" is herein defined to include such factors as skill, competence, ability, experience and past performance (e.g., work quality, reliability, conduct) based on evaluations and documentation. Employees not selected for job openings shall be given an explanation upon request. (Weekend work may be required by the Employer, and a job posting will state the current status for a vacant position.)

6.8.1 If an applicant is selected for a position, the employee will not be eligible to apply for another position (or shift) for at least six (6) months after assuming the new position, unless requested or approved by the Employer.

6.9 Layoffs. The Employer will give the Union at least thirty (30) days advance notice of a layoff. In order to implement a layoff, the Employer shall first seek volunteers from the bargaining unit in a job classification it has determined to reduce-in-force [either reduced number of employees or permanent reduction in hours (non-CEDO)].

If the layoff need is not met by volunteers, the employee(s) shall be laid off in the identified job classification in the following order within a Department and shift:

- a. Temporarily employees (including agency personnel and travelers);
- b. Probationary employees;
- c. Regular full-time and part-time employees by least seniority first.

For a reduction in the number of employees (not a reduction in hours), an employee who has been displaced due to a layoff may accept the layoff or may, subject to qualifications and abilities, displace another employee with the same or lower FTE status who is on the "low seniority list".

- The low seniority list applies only to layoffs for a reduction in number of employees (not a reduction in hours). It consists of the least senior employees in a job classification (as defined in Section 6.1, Seniority Defined), who comprise fifteen percent (15%) of the job classification.

Any employee who is identified for layoff who is on the low seniority list and any employee who has been displaced by another employee pursuant to this layoff (reduction in number of employees only) may displace the least senior employee on the low seniority list, subject to qualifications and abilities.

6.10 Reallocation of Staff. Reallocation of staff may occur when restructuring of an existing unit or department occurs, when a unit or department changes clinical focus, when two (2) or more units or departments merge, or when the staff mix ratio of a unit or department is substantially restructured. The Employer will give the Union at least thirty (30) days advance notice of a reallocation of staff. If this process is elected by the Employer, the Employer will determine the number of full-time and part-time positions (budgeted hours) by shift required for the new or restructured unit or department. A listing of the budgeted hours for each shift on the new/restructured unit or department, including qualification requirements, shall be posted on the unit or department for at least seven (7) calendar days. [The Employer shall give such employees at least fourteen (14) days' notice prior to such posting.] By the end of the posting period, each employee shall have submitted to the Employer a written list which identifies the employee's top three (3) preferences for all available positions by order of preference. Based on these preference lists, the Employer will assign employees to positions on the new/restructured unit or department based upon seniority, providing skills, competence, qualifications and experience are considered equal in the opinion of the Employer. Employees who are not assigned a comparable position (same shift and budgeted hours) in the new/restructured unit or department shall be eligible for the layoff/reassignment procedure (Section 6.9, Layoffs).

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.1 Workweek; Overtime. Forty (40) hours per week or eighty (80) hours within a fourteen (14) day period shall be considered the normal workweek. Eight (8) hours shall be considered the normal work day, exclusive of the meal period. If the meal period *is* interrupted, the entire meal period shall be considered time worked. Hours actually worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, eighty (80) hours in a fourteen (14) day period, shall be paid one and one half (1 1/2) times the regular rate of pay. For the purposes of administering this Article, the work day shall begin at 7:00 a.m. and the workweek or fourteen (14) day period shall begin at 7:00 a.m. on Sunday.

7.1.1 Double Shifts. In the event an employee works a double shift, the ninth through sixteenth hours shall be paid at the rate of two (2) times (double time) the employee's regular rate of pay.

Whenever employees who have been requested by management to work a double shift are sent home early, they shall be compensated for all hours actually worked at the double-time (2x) rate provided more than one-half (1/2) of the hours are worked.

7.2 No Pyramiding. There shall be no pyramiding or duplication of overtime or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When an employee is eligible for one (1) or more forms of overtime or premium pay, the employee shall receive the higher of the two (2) pay rates.

7.2.1 When employees who work a shift other than their normal shift by volunteering or trading with other employees, the overtime provisions of the shift being worked will be in effect.

7.3 Meal/Rest Periods. There shall be two (2) fifteen (15) minute rest periods with pay for all employees who work an eight (8) hour shift. Employees who only work shifts of five (5) hours or less shall be entitled to one (1) fifteen (15) minute rest period with pay. Employees who work shifts greater than five (5) hours, but less than eight (8) hours shall be entitled to one (1) fifteen (15) minute rest period with pay and one (1) meal period (without pay) of at least thirty (30) minutes. (Subject to mutual agreement by the Employer, meal periods may be waived or defensed at employee request until late in a shift.) Rest periods shall be taken as nearly as possible at the middle of the first half and second half of each shift. Meal and rest periods shall be administered as provided by state law (WAC 296-126-092).

7.4 Weekends. The Employer shall make a good faith effort to schedule all full-time and part-time employees to two (2) weekends off out of each four (4) successive weekends. Except in cases of emergency situations, all full-time and part-time employees shall be scheduled off at least one (1) weekend out of each three (3) week period. In the event a full-time or part-time employee is required to work on a scheduled weekend off, all time worked on such weekend shall be paid for at the rate of one and one-half (1 1/2) times the regular rate of pay. This section shall not apply to (a) per diem employees, (b) full-time or part-time employees who voluntarily agree to more frequent weekend duty, (c) voluntary shift exchanges (trades) initiated between employees, or to (d) employees working an evening weekend position. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and Sunday. For the third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night. Subject to advance approval, employees may request the trading of weekends, providing the schedule change does not result in the Employer being liable for premium and/or overtime pay.

7.5 Rest Between Shifts. The Employer will make a good faith effort to provide each employee with an unbroken rest period of eleven (11) hours between shifts. In the event the employee is required to work within this eleven (11) hour period, he/she shall be paid at one and one-half (1 1/2) times the regular rate of pay for all hours worked within that eleven (11) hour period. This section shall not apply to standby and callback, inservice, education or training, committee meetings, staff meetings, or to voluntary shift exchanges (trades) initiated between employees.

7.6 Work Schedules. Work schedules will be posted at least fourteen (14) days prior to the beginning of the schedule implementation date. Excluding emergencies (such as unplanned sick leave) and low census situations, schedules shall not be changed except by mutual agreement of the Employer and employee(s) involved.

7.7 Split Shifts. No employee shall be scheduled or required to work split shifts.

7.8 Report Pay. Employees shall receive not less than four (4) hours at the regular rate of pay when ordered to report to work. By mutual agreement, an employee may be released prior to the end of the period of report pay and waive the balance of any report pay in excess of actual hours worked. Employees who are sent home due to a CEDO after reporting for work shall receive not less than two (2) hours' compensation, provided the Employer can document a good faith effort to contact the employee. In such instances, the employee shall not be required to work the two (2) hours. This shall not apply to employees who volunteer in writing to take the day off without pay.

7.9 Shift Rotation. The Employer shall avoid shift rotation except for emergency conditions (unforeseeable conditions beyond the Employer's control including employee absences, terminations without notice and changes in patient census). When shift rotation is unavoidable, it shall be scheduled by first volunteer and then by rotation in inverse order of seniority.

7.10 Consecutive Work Days. The Employer shall use its best efforts to avoid working employees in excess of six (6) consecutive days. This provision shall not apply when an employee initiates an offer to management to work additional shifts.

7.11 Donning and Doffing. For areas where donning and doffing of hospital attire is required, an eight (8) minute donning time will be allowed at the beginning of a shift and an eight (8) minute doffing time will be allowed prior to the end of shift. Donning time is defined as the time it takes to clock in, to change into required attire and to report to the primary work station to begin a shift. Doffing time is defined as the time from the workstation, to change out of required attire and to clock out for the end of shift.

7.12 Scheduled Days Off Effective one hundred twenty (120) days after ratification, full-time employees who work on their scheduled day off shall be paid one and one-half (1-1/2X) times their regular rate of pay. This section does not apply to non-mandatory staff meetings, trainings, or other meetings and/or trainings where attendance is not required.

ARTICLE 8 - COMPENSATION

8.1 Wage Schedules. The classifications and hourly rates shall be set forth in Appendix A.

8.2 Effective Date. Wage increases, and any other changes in compensation listed in this agreement, promotions, shall be effective on the first day of the pay period following eligibility for the increase.

8.2.1 Effective Date of Step Wage Increases. Step increases shall become effective at the beginning of the first full pay period in which the anniversary date falls.

8.3 Recognition for Past Experience (New Hires Only). Employees hired during the term of this Agreement shall be compensated at a salary level in accordance with the following understanding:

- a. Employees with one (1) through four (4) years of continuous recent experience shall be employed at not less than the first increment level.
- b. Employees with five (5) or more years of continuous recent experience shall be employed at not less than the second increment level.
- c. Employees with eight (8) or more years of continuous recent experience shall be employed at not less than the third increment level.

Effective April 1, 2022 - Recognition for Past Experience - Professional and Technical positions (New Hires Only). Employees hired during the term of this Agreement shall be compensated at a salary level in accordance with the following understanding:

- a. Employees with less than ten (10) years of continuous recent experience shall be employed at not less than one year of experience credit per year of experience.
- b. Employees with ten or more years of continuous recent experience shall be employed at the not less than the 10th longevity step.

For purposes of this section, "continuous recent experience" shall be defined as experience in a related healthcare field with comparable skills as those required of the desired position in the opinion of the appropriate administrator. Nothing precludes the Employer from hiring above these minimum longevity steps. If a new employee is hired above the minimum longevity step, the Employer will implement Section 8.3.1.

8.3.1 If a new employee is hired above the minimum longevity step set forth in Section 8.3, Recognition for Past Experience (New Hires Only), any current employee in that job classification with the same or greater years of experience paid at a lower pay step will be brought up to the new employees' pay step (longevity step). The Employer will notify the Union when this article is triggered.

8.4 Work in Another Classification. An employee required to work in more than one (1) classification shall be paid for the number of hours in each classification. Where an employee is assigned to a higher classification, the employee shall receive that rate of pay in that classification. If the employee is assigned to a classification with lower pay, there shall be no reduction in the employee's regular rate of pay.

ARTICLE 9 - PREMIUM PAY

9.1 Shift Differential. Employees assigned to work the second (3:00 - 11:30 p.m.) shift shall be paid a shift differential of one dollar and thirty-five cents (\$1.35) per hour over the hourly contract rates of pay. Effective April 1, 2024 employees assigned to work the second (3:00 - 11:30 p.m.) shift shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour over the hourly contract rates of pay. Employees assigned to work the third (11:00 p.m. - 7:30 a.m.) shift shall be paid a shift differential of one dollar and eighty-five cents (\$1.85) per hour over the hourly contract rates of pay.

Effective April 1, 2024, employees assigned to work the third shift shall be paid a shift differential of two dollars (\$2.00) per hour over the hourly contract rates of pay. If the premium hours are equal, the premium dollars shall be similarly split. Otherwise, premium pay shall be at the rate which reflects the majority of premium hours worked on the shift.

9.1.1 Professional/Technical Positions. Employees assigned to the following job classifications shall be paid two dollars (\$2.00) per hour for the evening shift and three dollars (\$3.00) for the night shift.

9.2 Standby Pay. Any bargaining unit employee assigned standby status shall be compensated at three dollars and twenty-five cents (\$3.25) per hour.

9.2.1 Professional/Technical Positions. Employees assigned to professional and technical positions who are placed on standby shall be paid four dollars and twenty-five (\$4.25), per hour, effective April 1, 2025, four dollars and seventy five (\$4.75) per hour.

9.2.2 Employees shall receive an additional fifty cents (\$.50) per hour to their standby pay for all assigned standby hours over sixty (60) standby hours in a pay period.

9.3 Callback Pay. Callback while on standby shall be mandatory; if not on standby status, callback is voluntary. Any employee called back to work at any time while on standby or at any time within eight (8) hours of the completion of the employee's regular work day (including CEDO days) shall be compensated as follows:

- When called back, the employee shall receive time and one-half (1 1/2) for a minimum of three (3) hours.
- In the event of multiple callbacks, the minimum shall not be required for any callbacks which begin within three (3) hours of the beginning of the first callback and the employee shall be paid for hours actually worked beyond the three (3) hour period.
- For callbacks which begin after the initial three (3) hour period, an additional minimum will be required and this procedure shall be repeated.
- If an employee works a regular shift of eight (8) hours in duration and is scheduled to be on standby status for the following shift, and the employee never leaves the premises and continues working for eight (8) or more continuous hours, the continuous hours worked on the standby shift shall be paid at double time (2x). See 10 and 12 hour addendums for those specific shifts.
- If an employee on standby status continuously works for at least twelve (12) hours in a callback situation on a day not regularly scheduled to work, the employee shall receive double time (2x) pay for all hours worked after the first twelve (12) consecutive hours of work.

Callback pay shall be paid in addition to and exclusive of any standby pay. Travel time to and from the Medical Center shall not be considered time worked. This section shall not be used in conjunction with any assignment involving a departmental staff meeting, education or inservices.

9.3.1 Standby Callback. Employees who are assigned standby for the shift following their regular work shift and who are held over will be paid at the overtime rate for the hours worked at their regular quitting time with a guarantee of three (3) hours of work, if the holdover is more than one and one-half (1 1/2) hours. This will also apply in smgery for employees who are not on standby and stay over after a shift rather than management calling in an employee on standby.

9.4 Weekend Premium Pay. A premium of two dollars and fifty cents (\$2.50) per hour shall be paid to full-time and part-time employees for all hons worked between 11:00 p.m. Friday and 11:00 p.m. Sunday. Such premium is excluded from overtime premium calculations unless otherwise required by the Fair Labor Standards Act. This premium shall apply to per diem employees. The weekend premium shall only apply to weekends in departments where weekends are scheduled.

9.5 Lead Pay. In the event of lead responsibilities assigned and authorized by management, a premium of one dollar and fifty cents (\$1.50) per hour shall be applicable to such activities.

9.6 Preceptor Pay. Any employee assigned to work as a preceptor shall receive one dollar (\$1.00) per hour in addition to their normal rate of pay for all hours so assigned.

9.7 Call In On Day Off. Employees who report to work less than one (1) hour after the shift has started, by request of the Employer, shall be compensated for the whole shift.

9.8 Certification Premium. An employee certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of eighty cents (\$0.80) per hour, provided the particular certification has been approved by the Employer and the employee continues to meet all educational and other requirements to keep the certification current and in good standing. Effective April 1, 2024, an employee holding a specialty certification recognized by the Employer shall be paid a premium of one dollar (\$1.00) per hour. [This certification premium section shall only apply to an employee who chooses to be certified in an approved optional specialty area, not where the Medical Center requires a certification as a pre-requisite to hire or continue employment. An employee may only receive pay for one (1) certification, and shall not receive additional certification pay for multiple certifications.] Certification pay shall become effective at the beginning of the first pay period after validation of certification has been received in the Human Resources Department. (To maintain certification, the employee must provide the Human Resources Department with valid documentation of continued certification prior to noted certification expiration date or certification pay will cease on that date. If such documentation is subsequently received by the Human Resources Department, the certification pay shall become effective at the beginning of the first pay period thereafter.)

9.9 Work in Advance of Shift. When an employee is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the straight time rate of pay.

Work performed during the scheduled shift shall be paid at the regular rate of pay.

ARTICLE 10-ANNUAL LEAVE

10.1 Accrual. Vacation and holidays benefits have been consolidated into an annual leave program. Regular full time and regular part time employees shall accrue annual leave on all paid hours and low census hours not to exceed 2080 hours each anniversary year of employment. Accrual rates are based on the employee's date of hire.

<u>Years of Service</u>	<u>Days</u>	<u>Accrual Rate in Each Calendar Year</u>
1, *2,3,4	18 days (144 hrs)	.0692307
5 12	23 days (184 hrs)	.0884615
13 16	28 days (224 hrs)	.1076923
17 plus	30 days (240 hrs)	.1153846

* Consistent with Section 10.2, Eligibility, accrual during the first year is contingent upon completing ninety (90) days of continuous employment.

10.2 Eligibility. Annual leave shall begin accruing the first day of employment. During the first ninety (90) days of continuous employment, the employee is not eligible to receive compensation from the annual leave account for vacation purposes. Upon satisfactory completion of the first ninety (90) days of continuous employment, an employee shall be eligible to use annual leave for vacation as well as observed holidays.

10.3 Scheduling. Employees in a department shall be given preference in the choice of vacation dates on the basis of seniority, provided they advise the Employer of their desired vacation dates not later than January 31 of each year. Employees in a department may elect to rotate by seniority the vacation dates between December 18 and January 7 on an annual basis. In any event, scheduling of vacations is retained by the Employer. It is understood employees' desires shall be given reasonable consideration. Employees shall be notified in writing of the approval or denial of their requested dates not later than February 28 of each year. An employee may not use the seniority-based vacation approval process to request an unreasonable number of individual days off at any time during the year.

10.4 Termination. An employee who resigns or is laid off after ninety (90) days of continuous employment shall be paid any annual leave earned in accordance with Section 10.1, Accrual. This shall not apply to employees who fail to give the required notice of resignation, as defined in Section 5.3, Notice of Resignation, or to employees discharged for just cause.

10.5 Transfer to Another Department. The annual leave of an employee shall not normally be changed if it was scheduled prior to transfer from one (1) department to another. If an employee does not have scheduled annual leave at the time of transfer, the annual leave preference will be based upon his/her seniority in the department to which he/she is transferred.

10.6 Donation of Annual Leave. Employees shall be allowed to donate up to forty (40) hours of annual leave time per calendar year to another employee of the Medical Center in accordance with Medical Center policy.

10.7 Annual Leave Forfeit/Cashout. If notified by the Employer of an annual leave balance/forfeit situation, an employee who has requested and been denied annual leave may cash out up to eighty (80) hours in a year.

ARTICLE 11 HOLIDAYS

11.1 Recognized Holidays. Regular full time and regular part time employees shall receive the following holidays with pay as part of their annual leave calculations (Section 10.1, Accrual).

- | | |
|------------------|------------------|
| New Year's Day | Labor Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Personal Day |

11.2 Work on a Holiday. Employees entitled to annual leave who are required to work on a holiday shall receive time and one half (1 1/2) the regular rate of pay for hours actually worked on a recognized holiday when a majority of hours worked in a shift fall on the holiday. In such situations, if an employee (regular fulltime and parttime), works on the holiday, or if a holiday falls on an employee's regularly scheduled day off, the employee may receive the option of one (1) of the following:

- eight (8) hours' pay from accrued annual leave within the current pay period, or
- an additional day off with pay from accrued annual leave to be taken within the current pay period, or
- the time to be continued in the employee's annual leave accrual.

Employees placed on standby (Sections 9.2, Standby Pay, 9.3, Callback Pay) on the holiday may choose to be paid for the holiday at the regular rate of pay or choose one (1) of the above options. Employees called back while on standby on the holiday will be paid double the rate of pay for the call back.

11.3 Per Diem Employees. Per diem employees shall receive time and one half (1 1/2) the normal straight time rate for hours actually worked on a holiday.

11.4 Date of Observance. The Employer retains the right to determine the specific day on which holidays in this Article are to be observed; provided Christmas Day shall always be observed on December 25, New Year's Day shall always be observed on January 1, and Independence Day shall always be observed on July 4. Advance notification of such decision shall be given to all employees during the month of December for the following year.

11.5 Shift Differential. Employees who work the evening or night shift shall receive shift differential pay in addition to their normal holiday pay.

11.6 Scheduling. Each department maintains its own practice regarding the scheduling of holidays.

11.7 Conditional Employees. For holidays observed by the Medical Center during the first ninety (90) days, a new part-time employee may be compensated for the holiday to the extent they have accrued benefits in this account. If an observed holiday falls during a full-time employee's first ninety (90) days of employment, they will be compensated for the eight (8) hour holiday. To the extent the full-time employee has not accrued a full eight (8) hours, the employee will be advanced the difference from the future accrual.

ARTICLE 12 SICK LEAVE

12.1 Accrual. Each regular full time employee shall accumulate one (1) day of paid sick leave for each calendar month of employment up to a maximum of seventy two (72) days. Regular part time employees regularly scheduled to work sixteen (16) or more hours per week shall accumulate paid sick leave on a pro rata basis up to a maximum of seventy two (72) days.

12.2 Eligibility. Paid sick leave begins to accumulate during an eligible employee's first calendar month of employment, but may not be applied to any illness or injury off the job that occurs during the first ninety (90) days of service.

12.3 Use of Sick Leave. Each employee shall be entitled to use earned sick leave for either bona fide illness or injury off the job beginning with the first day of illness or injury and through the accrued number of days; however, the Employer may require a doctor's certificate or other verification of illness or injury acceptable to the Employer. Sick leave may be used in accordance with applicable state statute. Sick leave shall be administered in accordance with the sick leave and attendance policies of the Medical Center as they now exist or hereafter may be modified; provided, however, no employee will be denied sick leave or disciplined for absenteeism without just cause.

12.4 Sick Leave Pay. Pay for sick leave shall be at the regular rate of pay which the employee would have received had he/she worked his/her regular schedule that day. Paid sick leave shall not count as hours worked in determining eligibility for weekly overtime.

12.4.1 Employees may use sick leave during the period in which they are disabled due to the birth of a child.

12.5 Coordination of Sick Leave/Workers' Compensation. When an employee is eligible to receive payments under the Workers' Compensation Act, accrued leave for which the employee is eligible may be used upon request to supplement such payments to make up the difference between the compensation received under the Workers' Compensation Act and the employee's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal workweek.

ARTICLE 13 MEDICAL AND INSURANCE BENEFITS

13.1 Health & Welfare. Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto, including the revision of January 25, 1990 and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. Each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors. The Employer and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 2007, by and between Allied Employers, Inc., and UFCW Union Locals 21, 44, 81,367, 1439, UFCW International, and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

13.1.1 Medical Center Contributions. As provided by Section 13.2, the Medical Center shall pay into the Trust an amount not to exceed five dollars and thirty-five (\$5.35) per hour for compensable hours worked by bargaining unit employees. Required increases that would exceed five dollars and thirty-five (\$5.35) per hour contribution level for the Medical Center shall be shared equally between the Employer and the employees [each shall bear fifty percent (50%) of the required increase above five dollars and thirty-five (\$5.35) per hour.] Also, the Medical Center will participate in the Trust's "Buy Up" option for all new hires during the first sixty (60) months of their employment. The Medical Center's required contribution for employees shall in all cases be reduced by the amount of the Additional Employee Contribution set forth in Article 13.1.3 B., including for potential Future Plan Contribution Increases as set forth in Article 13.1.3 D.

13.1.2 Employee Contributions. Employee contributions made by regular payroll deduction are:

A. Base: PPO Plan or HMO Plan. As provided (or modified) by the Trust:

(1) PPO Plan. Employees shall pay the following:

Nine dollars (\$ 9.00) per week for Employee only coverage;

Fifteen dollars (\$15.00) per week for Employee and Child(ren) coverage;

Twenty-one dollars (\$21.00) per week for Employee and Spouse coverage; and

Twenty-three dollars (\$23.00) per week for full Family coverage.

(2) HMO Plan. If an employee elects the HMO Plan instead of the PPO Plan, the employee shall pay the following:

Five dollars (\$5.00) per week for Employee only coverage;

Nine dollars (\$9.00) per week for Employee and Child(ren) coverage;

Fifteen dollars (\$15.00) per week for Employee and Spouse coverage; and

Nineteen dollars (\$19.00) per week for full family coverage.

B. Additional Employee Contribution. In addition to the above employee contributions set forth for either the PPO Plan or the HMO Plan, all

employees shall also pay an additional fifteen cents (\$0.15) per hour for insurance coverage.

- C. Buy-Up Plan. The Medical Center will participate in the Trust's "Buy-Up" option for all new hires during the first sixty (60) months of their employment, pursuant to Section 13.1.2, Medical Center Contributions. and all employees hired subsequent to December 31, 2010.

Employees in the Buy-Up Plan also make the Base Contribution noted in Section 13.1.3.A, and the Additional Contribution noted in Section 13.1.3.B.

- D. Future Plan Contribution Increases.

- (I) PPO Plan and HMO Plan.

13.2 Starting March 1, 2023, every six months through March 2025, the consultants will project Plan expenses and income and report these amounts to the Trustees. Based on those projections, the Trustees will set the contribution rate (with a minimum rate of \$4.86 and up to a maximum rate of \$5.25) that is anticipated to result in an excess reserve of \$52 million by April 30, 2025. Adjustments will only be made in the employer contribution rate if the consultants determine \$0.05/hour or more is needed to hit the target reserve.

In March 2025, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12-month period ending April 30, 2025, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will be set based on this hourly cost analysis and shall become effective with April 2025 hours, provided that the hourly rate shall not exceed five dollars and thirty-five cents (\$5.35) and not be less than \$4.86. The \$0.05 per hour threshold in the previous paragraph does not apply to this rate setting.

13.2.1 Buy-Up Plan. Effective May 1, 2017, the Medical Center shall pay no more than one dollar and eight cents (\$1.08) per hour per employee in the Buy-Up Plan. Required increases that exceed this one dollar and eight cents (\$1.08) per hour contribution level for the Medical Center for the Buy-Up Plan shall be shared equally between the Employer and the employees [each shall bear fifty percent (50%) of the required increase above one dollar and eight cents (\$1.08) per hour].

13.3 The Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended, including the revision dated May 5, 2013.

13.4 The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Sound Health & Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Retail Clerks Welfare Trust, dated June 18, 1957, and as may be subsequently amended.

13.5 The Health and Welfare contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

13.5.1 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health & Wellness Trust shall have the authority to establish and enforce a method for repmtng contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis.

Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

13.6 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

13.9 The Employer agrees not to modify the existing CHI 401k plan for employees covered by this bargaining agreement, including employer contributions, unless the changes are also applied to all other bargaining units at St. Michael Medical Center.

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

ARTICLE 14 LEAVES OF ABSENCE

14.1 Leaves of Absence. The Employer will give every possible consideration to requests of leaves of absence of up to six (6) months. Requests for leaves of absence will be in writing. Leaves of absence without pay shall be granted for reasons (a), (b) and (g) below, provided any accrued sick leave time has been utilized for reasons (a) and (b). Leaves of absence without pay for reason (e) below shall be granted in accordance with applicable Federal statutes. Leaves of absence without pay for reasons (f) and (h) may be granted at the discretion of the Employer. Leaves of absence for reason (g) shall be granted up to thirty (30) calendar days and additional days, up to six (6) months, may be granted.

- (a) Illness or injury of the employee which requires absence from work.
- (b) Pregnancy of the employee.
- (c) Serious illness or injury in the employee's immediate family.
- (d) Care of newborn or newly adopted child.
- (e) Military service by the employee or spouse.
- (f) Education leave.
- (g) Death in the immediate family as defined in Section 14.3, Bereavement Leave.

- (h) Any other reason acceptable to the Employer.

Upon return from leave of absence of twelve (12) weeks or less, the employee shall resume his or her former job and shift and shall not have his or her hours or rate of pay reduced. Upon return from a leave of absence of more than twelve (12) weeks, but less than six (6) months, the employee shall be given the first available opening for which the employee applies and has the required qualifications and ability. Leaves under (a), (b), (c) and (d) above shall be handled pursuant to the Family Medical Leave Act. Employees may take FMLA leave on an intermittent basis. Such FMLA leave, not to exceed twelve (12) weeks in any rolling twelve (12) month period, shall not limit employees' rights to other leaves of absence. Any time taken as FMLA leave will not count toward any attendance policy violations/occurrences. (For an employee with a pregnancy/childbirth temporary disability, the employee shall be entitled to additional leave beyond FMLA leave for the period of the disability pursuant to state law.)

14.2 Jury Duty. Full Time or part-time employees called for service on a municipal, district, circuit or federal court jury shall be reimbursed for such duty at their regular straight time rate of pay. Such reimbursement will not exceed five (5) days in any one (1) week period of time and will not include any premium pay. Employees called for jury duty who work evening or night shifts shall not be required to work on any day during which they perform jury duty.

14.3 Bereavement Leave. Employees are eligible for leave in accordance with current Medical Center policy.

14.4 Union Leave. An employee may be granted an unpaid leave of absence for up to twelve (12) months to assume a position with the Union at the Employer's discretion (seniority "frozen" for employee while on such leave). For such leave granted up to twelve (12) weeks, the employee shall be entitled to return to the employee's former position at the end of the approved leave period. For such a leave granted greater than twelve (12) weeks, but no longer than twelve (12) months, the employee shall only be entitled at the end of the approved leave period to placement in the first available opening for a position that the employee is qualified for pursuant to Section 6.8, Job Postings.

14.5 Education Leave. After one (1) year of continuous employment, permission may be granted on a non-precedential basis for a leave of absence of up to nine (9) months without pay for job-related study approved by the Employer. Requests shall be made in writing and permission, if granted, must be in writing. This leave may be extended to one (1) year if the academic program requires a full year's absence.

14.5.1 If the Employer requires an employee to attend an outside workshop or institute, the employee's regular salary, tuition and reasonable expenses approved in advance shall be paid by the Employer. This Section shall not apply to courses or training necessary to obtain or maintain certifications or licenses required of the employee to meet job qualifications. Requests for continuing education time off on scheduled work days must be applied for at least twenty-one (21) days in advance on a form provided by the Employer. The employee's request shall be subject to scheduling requirements and certification of attendance and/or completion of the educational program.

14.6 Health Emergency Labor Standards Act (HELSA). The Employer complies with all legal obligations mandated under law by the Washington State Health Emergency Labor Standards Act.

ARTICLE 15 GRIEVANCES

Grievance defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted by the employee through the following grievance procedure. The employee must first attempt to resolve the problem informally with the immediate supervisor. [Occasionally the Human Resources Department (along with the Union Steward) may be involved in this discussion at the request of the employee.] Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. By mutual written consent, the parties may also agree to skip Step 2 and/or Step 3.

This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement has been extended by the mutual written consent of the parties. Grievances arising during the term of the contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Agreement shall be null and void and shall not be subject to the grievance procedure.

Step 1: Employee and Immediate Supervisor/Manager

The employee or representative of the Union must file a written Step 1 grievance no later than fourteen (14) calendar days from the date the employee was or should have been aware that a grievance existed. The grievance shall contain a description of the alleged problem, the specific section of the Agreement that has been allegedly breached, the date it occurred and the corrective action the grievant is requesting. (At the request of the employee, the Union shop steward or Union representative may also be involved in this discussion at Step 1.) The immediate supervisor/Manager shall be given seven (7) calendar days to have a conference with the grievant to discuss the grievance and try to resolve the problem. The supervisor/Manager shall issue a written reply on the grievance within fourteen (14) days of the Step 1 grievance conference. A timely request for an extension to the fourteen calendar day period for filing a Step 1 grievance will not be unreasonably denied.

Step 2: Employee, Union Representative and Director of Human Resources

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall file a written Step 2 grievance with the Director of Human Resources within fourteen (14) calendar days of the immediate supervisor's/Manager's Step 1 written reply. A conference between the employee (and the Union Representative, if requested by the employee) and the Director of Human Resources (or designee), and other management as needed, shall be held within fourteen (14) calendar days or a mutually-agreeable time of receipt of the Step 2 grievance. The Director of Human Resources (or designee) shall issue a written reply within fourteen (14) calendar days of the Step 2 grievance conference.

Step 3: Employee, Union Representative and Employer Designee

If the matter is not resolved to the employee's satisfaction at Step 2, the employee shall file a written Step 3 grievance with the Human Resources Department within fourteen (14) calendar days of the Employer's Step 2 written reply. A conference between the employee (and the Union Representative, if requested by the employee) and the Employer's Designee, and other management as needed, shall be held at a mutually-agreeable time for the purpose of resolving the grievance. The Employer's Designee shall issue a written reply within fourteen (14) calendar days of the Step 3 grievance conference.

Step 4: Optional Mediation

The Union and the Employer may agree, at any time during the grievance process, to use mediation 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. The parties will endeavor to mutually agree upon a mediator from the FMCS. If the parties cannot agree on a mediator from FMCS, the parties may seek to agree upon a private mediator.

The role of the mediator will be to provide a neutral opinion as to the likelihood of success of the parties in arbitration and/or facilitate settlement discussions. Costs of mediation shall be borne equally by the Union and the Employer. If the mediation is unsuccessful, either party may, at the conclusion of mediation, ask the mediator to issue a written statement indicating only that the parties were unable to reach settlement and stating the date the mediation was held.

Step 5: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations specified in the Steps herein, the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days of the Employer's Designee's Step 3 written reply (or within fourteen (14) calendar days after the date of the mediation). Within fourteen (14) calendar days of notification that the dispute is submitted for arbitration by the Union, 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 from Washington and Oregon. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator.

The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing.

All other expenses (including attorney's fees) shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 16 MANAGEMENT RESPONSIBILITIES

Subject to the express terms and conditions of this Agreement, the management of the Hospital and the direction of the workforce, including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for the other reasons; to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; to promulgate rules, regulations and personnel policies; the right to determine the extent to which the Hospital shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish, change and adjust work schedules, to extend, limit or curtail its operations is vested exclusively in the Employer. 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 in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 17 STRIKES OR LOCKOUTS

The parties to this Agreement realize that the Medical Center provides special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) Lockout: the Employer shall not lock out its employees, and (b) Strike Actions: neither the employees nor their agents or any other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, strike picketing, walkout, slowdown or any other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line. Any employee participating in any strike, sympathy strike, strike picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal. This provision (b) shall not prevent the employees or their representatives from engaging in any other lawful concerted activities that do not constitute strike activities, as indicated above. This provision (b) shall also not apply to or restrict employees' activities on behalf of other bargaining units of the Employer while on non-work time. This Article only applies to the Union's actions on behalf of employees covered under this Agreement.

ARTICLE 18 GENERAL PROVISIONS

18.1 Separability. It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at the mutually satisfactory replacement of such section.

18.2 No Waiver. No employee shall be requested to waive any provision of this Agreement except for options authorized by the Agreement or mutually agreed upon by the Union and the Employer.

18.3 No Reduction in Benefits. This Agreement shall not operate to reduce any benefits specified in this Agreement which are now more favorably enjoyed by any of the employees covered herein. This section shall not apply to callback pay, report pay, seniority calculations or applications or to any previous medical, dental and/or sick leave benefits which are different from the terms covering such matters in this Agreement. It shall not be a violation of this Agreement for the Employer to exceed the minimum rates required in Appendix A.

ARTICLE 19 DURATION OF AGREEMENT

This Agreement shall be in full force and effect upon ratification through March 31, 2026, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice, provided, however, that either party may open this Agreement for the purpose of discussing a revision no later than ninety (90) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

IN WITNESS WHEREOF we attach our signatures this _____ day of Apr 17, 2024 | 2:02:41.1 AM PDT

ST. MICHAEL MEDICAL CENTER

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL
UNION, LOCAL NO. 3000

DocuSigned by:



D6712B7AC1104A1...

Marie LaMarche
Division Director of Labor Relations



Faye Guenther, President

DocuSigned by:



3AB393C5804C433...

Toby Sutton
Div. Vice President, Human Resources



David Barnes, Bargaining Director

APPENDIXB

NINE (9) HOUR AGREEMENT

It is understood the following terms and conditions apply to the above-referenced employees:

1. General. Employees working the nine (9) hour shift schedule shall do so voluntarily, unless it is a condition of initial hire.
2. Work Day. The normal work day shall consist of nine (9) hours of work plus one (1) unpaid meal period of thirty (30) minutes and two (2) paid rest periods of fifteen (15) minutes each. (Subject to mutual agreement by the Employer, meal periods may be waived or deferred at employee request until late in a shift.)
3. Overtime. Nine (9) hour employees shall receive overtime compensation for all hours actually worked in excess of nine (9) hours in one (1) day and/or in excess of forty (40) hours in a seven (7) day pay period. Overtime shall be paid at time and one-half (1 1/2) the regular rate of pay.
4. Shift Differential. Shift differential pay will be paid according to Section 9.1, Shift Differential. If the shift premium hours are equal, the premium hours shall be similarly split. Otherwise, premium pay for the entire shift shall be at the rate which reflects the majority of premium hours worked on the shift.
5. Holidays. All provisions of Article 11 of the Agreement shall apply to the nine (9) hour staff, except that pay for time not worked shall be calculated on an eight (8) hour day basis.
6. Annual Leave. All provisions of Article 10 of the Agreement shall apply to nine (9) hour staff except that annual leave taken should be in nine (9) hour increments.
7. Sick Leave. Sick leave shall accrue on a pro rata basis for nine (9) hour employees up to a maximum of eight (8) hours in each calendar month, up to a maximum of five hundred seventy-six (576) hours.
8. Notification. Nine (9) hour shift employees unable to continue this innovative shift should notify the supervisor as soon in advance as possible, but in any event with no less than two (2) weeks' notice.
9. Change in Schedule. The Employer retains the right to revert back to the eight (8) hour schedule, or the work schedule which was in effect immediately prior to the nine (9) hour shift schedule, after at least thirty (30) days' advance notice to the employees.
10. Floating. It is understood that nine (9) hour employees remain nine (9) hour employees and are therefore covered by this addendum even if floated to an eight (8) hour unit.

APPENDIXC

TEN (10) HOUR AGREEMENT

It is understood the following terms and conditions apply to the above-referenced employees:

1. General. Employees working the ten (10) hour shift schedule shall do so voluntarily, unless it is a condition of initial hire.
2. Work Day. The normal work day shall consist of ten (10) hours of work plus one (1) unpaid meal period of thirty (30) minutes and two (2) paid breaks of fifteen (15) minutes each. (Subject to mutual agreement by the Employer, meal periods may be waived or deferred at employee request until late in a shift.)
3. Overtime. Ten (10) hour employees shall receive overtime compensation for all hours actually worked in excess of ten (10) hours in one (1) day and/or in excess of forty (40) hours in a seven (7) day pay period. Overtime shall be paid at time and one-half (1 1/2) the regular rate of pay.
4. Double Time. Ten (10) hour shift employees working sixteen (16) or more consecutive hours shall receive double time (2x) beginning with the eleventh hour.
5. Shift Differential. Shift differential pay will be paid according to Section 9.1, Shift Differential. If the shift premium hours are equal, the premium hours shall be similarly split. Otherwise, premium pay for the entire shift shall be at the rate which reflects the majority of premium hours worked on the shift.
6. Holidays. All provisions of Article 11 of the Agreement shall apply to the ten (10) hour staff, except that pay for time not worked shall be calculated on an eight (8) hour day basis.
7. Annual Leave. All provisions of Article 10 of the Agreement shall apply to ten (10) hour staff except that annual leave taken should be in ten (10) hour increments.
8. Sick Leave. Sick leave shall accrue on a pro rata basis for ten (10) hour employees up to a maximum of eight (8) hours in each calendar month, up to a maximum of five hundred seventy-six (576) hours.
9. Notification. Ten (10) hour shift employees unable to continue this innovative shift should notify the supervisor as soon in advance as possible, but in any event with no less than two (2) weeks' notice.
10. Change in Schedule. The Employer retains the right to revert back to the eight (8) hour schedule, or the work schedule which was in effect immediately prior to the ten (10) hour shift schedule, after at least thirty (30) days' advance notice to the employees.
11. Floating. It is understood that ten (10) hour employees remain ten (10) hour employees and are therefore covered by this addendum even if floated to an eight (8) hour unit.

(The parties discussed addressing mandatory unit/department wide shifts in Labor Management Committee.)

APPENDIXD

TWELVE (12) HOUR AGREEMENT

It is understood the following terms and conditions apply to the above-referenced employees:

1. General. Employees working the twelve (12) hour shift schedule shall do so if a majority of employees within a department so choose and with the agreement of management, unless it is a condition of initial hire.
2. Work Day. The normal work day shall consist of twelve (12) hours of work plus one (1) unpaid meal period of thirty (30) minutes and three (3) paid breaks of fifteen (15) minutes each. (Subject to mutual agreement by the Employer, meal periods may be waived or deferred at employee request until late in a shift.) If an employee wishes to have an additional unpaid meal period of thirty (30) minutes during the twelve (12) hour shift, the employee is to state this position in writing, so that the Employer can accommodate scheduling.
3. Overtime. Twelve (12) hour employees shall receive overtime compensation for all hours actually worked in excess of twelve (12) hours in one (1) day and/or in excess of forty (40) hours in a seven (7) day pay period. Overtime shall be paid at time and one-half (1 1/2) the regular rate of pay.
4. Shift Differential. Shift differential pay will be paid according to Section 9.1, Shift Differential. If the shift premium hours are equal, the premium hours shall be similarly split. Otherwise, premium pay for the entire shift shall be at the rate which reflects the majority of premium hours worked on the shift.
5. Double Time. Twelve (12) hour shift employees who work sixteen (16) or more consecutive hours shall receive double time (2x) compensation beginning with the thirteenth hour.
6. Holidays. All provisions of Article 11 of the Agreement shall apply to the twelve (12) hour staff, except that pay for time not worked shall be calculated on an eight (8) hour day basis.
7. Annual Leave. All provisions of Article 10 of the Agreement shall apply to twelve (12) hour staff except that annual leave taken should be in twelve (12) hour increments.
8. Sick Leave. Sick leave shall accrue on a pro rata basis for twelve (12) hour employees up to a maximum of eight (8) hours in each calendar month, up to a maximum of five hundred seventy-six (576) hours.
9. Jury Duty. Any full-time or part-time employee called for service on a municipal, district, circuit or federal court jury shall be reimbursed for such duty at the regular straight-time rate of pay less any remuneration received by the employee for jury service. Such reimbursement shall not exceed forty (40) hours in any one (1) week period of time and will not include premium pay. Employees called for jury duty who work night shift shall not be required to work on any day during which they perform jury duty.

10. Notification. Twelve (12) hour shift employees unable to continue this innovative shift should notify the supervisor as soon in advance as possible, but in any event with no less than two (2) weeks' notice. Reassignment is contingent upon an appropriate shift schedule vacancy being available.
11. Change in Schedule. The Employer retains the right to revert back to the eight (8) hour schedule, or the work schedule which was in effect immediately prior to the twelve (12) hour shift schedule, after at least thirty (30) days' advance notice to the employees.
12. Floating. It is understood that twelve (12) hour employees remain twelve (12) hour employees and are therefore covered by this addendum even if floated to an eight (8) hour limit.

(The parties discussed addressing mandatory unit/department wide shifts in the Labor Management Committee.)

MEMORANDUM OF UNDERSTANDING

12 Hour Shift Agreement. Notification to employees of moving to a twelve (12) hour shift will be by a departmental meeting, wherein a plan will be presented to employees.

APPENDIXE

SIXTEEN (16) HOUR AGREEMENT

It is understood the following terms and conditions apply to the above-referenced employees:

1. General. Employees working the sixteen (16) hour shift schedule shall do so voluntarily, unless it is a condition of initial hire.
2. Schedule. Employees assigned to work the sixteen (16) hour schedule are utilized to work up to two (2) sixteen (16) hour shifts within each seven (7) day period.
3. Overtime. Sixteen (16) hour employees shall receive overtime for all hours actually worked in excess of sixteen (16) hours in one (1) day and/or in excess of forty (40) hours in a seven (7) day period. Overtime shall be paid at time and one-half (1 1/2) the regular rate of pay.
4. Shift Differential. Shift differential pay will be paid according to Section 9.1, Shift Differential. If the shift premium hours are equal, the premium hours shall be similarly split. Otherwise, premium pay for the entire shift shall be at the rate which reflects the majority of premium hours worked on the shift.
5. Work Day. Sixteen (16) hours per day will be the normal work day, exclusive of the meal periods. Two (2) unpaid thirty (30) minute meal periods shall be provided and four (4) fifteen (15) minute paid breaks shall be provided. (Subject to mutual agreement by the Employer, meal periods may be waived or deferred at employee request until late in a shift.) If an employee wishes to have an additional unpaid meal period of thirty (30) minutes during the sixteen (16) hour shift, the employee is to state this position in writing, so that the Employer can accommodate scheduling.
6. Holidays. All provisions of Article 11 of the Agreement shall apply to the sixteen (16) hour staff, except that pay for time not worked shall be calculated on an eight (8) hour day basis.
7. Annual Leave. All provisions of Article 10 shall apply to sixteen (16) hour employees, except that annual leave taken should be in sixteen (16) hour increments for one (1) day or forty (40) hour increments for a "week" [for absence of two (2) consecutive sixteen (16) hour shifts].
8. Sick Leave. Sick leave shall accrue on a pro rata basis for sixteen (16) hour employees, up to a maximum of eight (8) hours in each calendar month, up to a maximum of five hundred seventy-six (576) hours.
9. Notification. Sixteen (16) hour shift employees unable to continue this innovative shift should notify the supervisor as soon in advance as possible, but in any event with no less than two (2) weeks' notice. Reassignment is contingent upon an appropriate shift schedule vacancy being available.
10. Change in Schedule. The Employer retains the right to revert back to the eight (8) hour schedule, or the work schedule which was in effect immediately prior to the sixteen (16) hour shift schedule, after at least thirty (30) days' advance notice to the employees.

11. Floating. It is understood that sixteen (16) hom employees remain sixteen (16) hour employees and are therefore covered by this addendum even if floated to an eight (8) hour unit.
 - 11.1 Sixteen (16) hom employees, who as part of their regular work schedule work a combination of sixteen (16) hour and eight (8) hour shifts, will fall under the eight (8) hour terms and conditions of the Collective Bargaining Agreement when working such eight (8) hour shifts.
12. Jury Duty. Any full-time or part-time employee called for service on a municipal, district, circuit or federal court jury shall be reimbursed for such duty at the regular straight-time rate of pay less any remuneration received by the employee for jury service. Such reimbursement shall not exceed thirty-two (32) hours in any one (1) week period of time and will not include premium pay. Employees called for jury duty shall not be required to work on any day during which they perform jury duty.
13. Rest Between Shifts. The rest between shifts provisions of the collective bargaining agreement (Section 7.5, Rest Between Shifts) shall not apply to this sixteen (16) hour work schedule.

Letter of Understanding
between
St. Michael Medical Center
and
United Food & Commercial Workers, Local 3000

In order to ensure adequate weekend coverage, the following understanding has been reached between St. Michael Medical Center ("St. Michael" or the "Medical Center") and the United Food & Commercial Workers, Local 3000 ("UFCW" or the "Union") with respect to certain employees in the Medical Center Professional/Technical bargaining unit in the St. Michael Operating Room ("OR") working sixteen (16) hour weekend shifts. To the extent the Medical Center deems it appropriate, St. Michael may offer positions on a special weekend work program, as presented in this Letter of Understanding with the Union. Employees selected for these positions will work a schedule consisting of two (2) sixteen (16) hour shifts every weekend between the hours of 6:30 a.m. Saturday to 11:30 p.m. Sunday.

"TWO (2)-SIXTEEN (16) HOUR WEEKEND SHIFTS SCHEDULE" AGREEMENT

It is understood that the following terms and conditions apply:

1. General. Employees working the "Two (2)-Sixteen (16) Hour Weekend Shifts Schedule" shall do so voluntarily, unless it is a condition of initial hire. Except as modified by this Agreement, all other provisions of the St. Michael-UFCW Professional/Technical Collective Bargaining Agreement ("CBA") apply.
2. Schedule. Employees assigned to work this "Two (2)-Sixteen (16) Hour Weekend Shifts Schedule" shall be utilized to work two (2) sixteen (16) hour shifts on consecutive weekend days (6:30 a.m. Saturday through 11:30 p.m. Sunday) within each workweek [seven (7) calendar day period].
3. Wage-Special Regular Rate. An employee working this "Two (2)-Sixteen (16) Hour Weekend Shifts Schedule" shall receive the equivalent of forty (40) hours of pay for thirty-two (32) hours of work, through payment of a "special regular rate", in the following manner:
 - For the purposes of working under this Agreement only, the regular rate the employee would otherwise be paid (per the employee's own standard longevity step increment) shall instead be paid at one hundred and twenty-five percent (125%), and shall be known under this Agreement as the employee's "special regular rate".

- As an example, an employee, who under the CBA would otherwise be paid twenty dollars (\$20.00) per hour as the regular rate, will instead be paid the "special regular rate" of twenty-five dollars (\$25.00) per hour for the limited purposes of this "Two (2)-Sixteen (16) Hour Weekend Shifts Schedule".
4. Normal Work Day. Sixteen (16) hours per day will be the normal work day, exclusive of the meal periods. Two (2) unpaid thirty (30) minute meal periods shall be provided and four (4) paid fifteen (15) minute rest periods shall be provided. [Subject to mutual agreement by the Medical Center, meal periods may be waived or defered by the employee until late in a shift. If an employee wishes to have an additional unpaid meal period of thirty (30) minutes during the sixteen (16) hour shift, the employee is to state this position in writing, so that the Medical Center can accommodate scheduling.]
 5. Overtime. The provisions of CBA Section 7.1, Workweek; Overtime, and Section 7.1.1, Double Shifts, shall not apply. Instead, an employee working this "Two (2)-Sixteen (16) Hour Weekend Shifts Schedule" shall be paid overtime in the following manner:
 - An employee working more than sixteen (16) hours in a workday or more than forty (40) hours in a workweek shall be paid one and one-half (1-1/2) times the "special regular rate" (defined in 3, Wage - Special Regular Rate, above) for hours worked over sixteen (16) in a work day or forty (40) in a workweek.
 6. Shift Differential. Shift differential pay will be paid according to CBA Section 9.1, Shift Differential. If the shift premium hours are equal, the premium hours shall be similarly split. Otherwise, premium pay for the entire shift shall be at the rate which reflects the majority of premium hours worked on the shift.
 7. Annual and Sick Leave. An employee who works this "Two (2)-Sixteen (16) Hour Weekend Shifts Schedule" will have the following leave understandings apply:
 - a. Scheduling Annual Leave. In any calendar year, the employee is not eligible for more than four (4) weekends approved and scheduled as annual leave.
 - b. Annual Leave Accrual. An employee shall continue to accrue annual leave pursuant to CBA Section 10.1, Accrual. However, annual leave taken shall be paid at the employee's "special regular rate".
 - c. Sick Leave. An employee shall continue to accrue sick leave pursuant to CBA Section 12.1, Accrual. However, sick leave taken shall be paid at the employee's "special regular rate".
 8. Notification. An employee who is working this "Two (2)-Sixteen (16) Hour Weekend Shifts Schedule", who is then unable to continue this innovative shift schedule, should notify the supervisor as soon in advance as possible, but in any event with no less than

two (2) weeks' notice. Reassignment is contingent upon an appropriate shift schedule vacancy being available.

- 9. Change in Schedule. St. Michael retains the right to revert back to the eight (8) hour schedule, or the work schedule which was in effect for the employee(s) immediately prior to the "Two (2)-Sixteen (16) Hour Weekend Shifts Schedule", after at least thirty (30) days' advance notice to the employee(s).
- 10. Weekend Scheduling. The provisions of CBA Section 7.4, Weekends, shall not apply.
- 11. Time Off Between Shifts. The provisions of CBA Section 7.5, Rest Between Shifts, shall not apply.

ST. MICHAEL MEDICAL CENTER

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL NO. 3000

DocuSigned by:
Marie LaMarche
D6712B7AC1104A1...



Marie LaMarche
Division Director of Labor Relations

David Barnes, Bargaining Director

Date: Apr 17, 2024 | 10:11 AM PDT

Date: April 8, 2024 -----

Letter of Understanding

between

St. Michael Medical Center

and

United Food & Commercial Workers, Local 3000

1. St. Michael Medical Center and the United Food & Commercial Workers, Local 3000 ("Union"), agree that only the following specified certifications are eligible for certification pay under Section 9.8, Certification Premium, of the Collective Bargaining Agreement between St. Michael and the Union:

- Certified Diabetic Educator ("CDE")
- Certified Nutrition Support Dietician ("CNSD")
- Surgical and Perinatal Technicians ("CST")
- Certified Patient Account Technician ("CPAT")
- Anesthesia Tech Certification-Licensed Practical Nurses (LPN's) in Anesthesia ("Cer.A.T.")
- Cert. Instrument Spec. ("CIS")
- Cert. Pulmonary Funct. Ther. ("CPFT")
- Neonatal Pediatrics Spec. ("NPS")
- Nuc. Med. Tech. Cert. Board CT cert. (NMTCB(CT))
- Reg. Pulmonary Funct. Ther. ("RPFT")
- Reg. Cardio Inv. Spec. ("RCIS")
- Reg. Health Info. Tech. ("RHIT") (Only applies to the HIM Tech. position)
- Respiratory Care: Adult Critical Care Specialty

For the Dieticians only:

- Celi. Nutrit. Support Dietician/Clinician ("CNSD/C")
- Cert. Nutrit. Support Clinician ("CNSC")
- Cert. Oncology Diet. ("COD")

Certification for Pharmacy Technicians:

National Pharmacy Technician Certification Body authorizing the certified practitioner the official use of "CPhT" in their credential, including:

- PTCB - Pharmacy Technician Certification Board
- NPTA National Pharmacy Technician Association (NPTA)
- NHA - National Healthcareer Association

Certification for Pharmacists:


Board of Pharmacy Specialties (BPS) Board Certification authorizing the certified practitioner the official use of "Board Certified" in their credential, including to:

- Ambulatory Care
- Cardiology
- Compounded Sterile Preparations
- Critical Care
- Geriatric
- Infectious Diseases
- Oncology
- Pediatric
- Pharmacotherapy

2. If St. Michael in the future determines that a previously approved certification (including those listed in paragraphs 1 and 2 of this Letter of Understanding, or thereafter) shall become a minimum job requirement, then the certification shall be dropped from the list of approved certifications and payment of such certification pay shall cease when a new Collective Bargaining Agreement takes effect.
3. Effective July 1, 2024 add CERT CT Tech and Cert MRI Tech, Cert Sonographer (RVT)

ST. MICHAEL MEDICAL CENTER

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL NO. 3000

DocuSigned by:

 D6712B7AC1104A1



Marie LaMarche
 Division Director of Labor Relations

David Barnes, Bargaining Director

Apr 17, 2024 | 10:11 AM PDT
 Date:

Date: April 8, 2024

MEMORANDUM OF UNDERSTANDING

1. The parties agree there should be an adequate number of staff in all departments and on each shift to maintain safe, quality care.

Staffing levels shall be determined by management. Staffing takes into consideration the magnitude and variety of the activities needed on a particular shift. Employees, individually or as a group, believing there is an immediate workload or staffing problem, should bring that problem to the attention of their immediate supervisor as soon as the problem is identified.

- a. Employee(s) believing there is a staffing problem are encouraged to address the issue immediately with their immediate supervisor. In addition, employees may choose to document significant concerns and provide that documentation to their immediate supervisor.
- b. Continuous or potential staffing concerns discussed with their immediate supervisor that have not been resolved will be addressed to the Department Director. The Department Director will respond in writing within fourteen (14) calendar days.
- c. If the matter is not satisfactorily resolved by the Department Director, the matter may be referred to the Labor Management Committee for further review. The Labor Management Committee shall review and may make written recommendations as it deems advisable to the President or his/her designee. If there is no consensus with the Labor Management Committee, either party may make a written recommendation to the President of the Medical Center. The President or his/her designee will respond within fourteen (14) days with a decision in writing. Emergency situations requiring immediate attention may be brought directly to the HR Director to determine appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Labor Management Committee meeting; or (3) escalating the issue to the President.
- d. This language shall not be interpreted as to limit the obligation and/or right of either party to pursue or refer a staffing/patient care issue to any state agency, federal agency or court of competent jurisdiction.
- e. St. Michael Medical Center will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management Committee; or an employee who notifies the Labor Management Committee, immediate supervisor or the Medical Center administration of his or her concerns about staffing.

2. The Medical Center attests that any new relationship involving CHI and Dignity Health or any comparable new relationship between CHI and any other entity will have no impact on bargaining relationships or the contractual terms and conditions of employment for bargaining unit employees employed by the Medical Center. The 2023 - 2026 collective bargaining agreement will continue unaffected through any new relationship between CHI and Dignity

Health or through any comparable new relationship between CHI and any other entity for the contract term.

3. Vacation Accruals. At the Union's request, the employer will conduct an audit of an employee's accrual levels and bring any employee up to an accrual level that corresponds with their years of service.
4. Speech Language Fellow. The Medical Center agrees that in the event a Speech Language Fellow is hired, they shall be included in this bargaining unit.
5. Effective March 31, 2023, Professional and Technical employees covered under this agreement will have a true up of one for one experience for continuous past experience, not to exceed ten (10) years of credit.
6. Ratification Bonus. A bonus of \$1000 will be paid effective two pay periods post ratification based on a 1.0 FTE. A .9 will be considered a 1.0 for the purposes of this bonus. Otherwise the bonus will be prorated based on FTE. A per diem will be considered a .20 FTE. Employees must be on the payroll as of date of payment to be eligible for this bonus.

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

WWW.UFCW3000.ORG

UFCW3000



UFCW3000

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

ks/opeiu8