

Agreement by and between
UFCW 3000
and
Conifer St. Elizabeth Hospital

Effective: 10-30-2020 – 10-31-2023

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

**AGREEMENT
BY AND BETWEEN
CONIFER ST. ELIZABETH HOSPITAL
AND**

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 21

This Agreement is entered into by and between Conifer Revenue Cycle Solutions, LLC referred to hereinafter as the “Employer” and the United Food and Commercial Workers International Union, Local No. 21, 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 for the Covered Employees (as defined in Article 1 herein). 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 parties 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 as certified by the National Labor Relations Board in Case No. 19-RC-243321 employed in job classifications as set forth in Appendix “A,” including all full-time, part-time and per diem employees employed by the Employer at St. Elizabeth Hospital, 1455 Battersby Avenue, Enumclaw, WA 98022. Excluded from the terms of this Agreement shall be all supervisory, confidential and security personnel as defined in the National Labor Relations Act.

- 1.1 New Job Classifications. The Employer will advise the Union if it establishes any new job classification appropriate to this bargaining 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 however, 2.1 will not apply to any covered employee who resides in a state where such provision is not enforceable.
- 2.2 Failure to Join. In the application of Section 2.1, Union Membership, and subject to its enforceability, 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 thirty (30) 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. The Union shall indemnify and hold the Employer harmless from all claims, demands, suits or other form of liability that may arise against the Employer for any action the Employer takes to comply with its obligations under this Section 2.2.

- 2.3 Dues Deduction. The Employer agrees to deduct dues bi-weekly and initiation fees 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 form of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee or otherwise complying with its obligations under this Section 2.3.
- 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 make a good faith effort to distribute a copy of this Agreement to each new eligible employee, through its electronic on boarding system, updated copies to be provided by the Union. Additionally, the Union shall be allowed to distribute a copy of this Agreement to each new eligible employee during the New Hire Access meeting provided in Section 3.5.
- 2.5 Bargaining Unit Roster. The Employer shall furnish to the Union electronically a roster of all bargaining unit employees once a month, which shall include employee name, job title, employment status including full-time equivalent (FTE), department, work location, hourly rate, hire date (new hire date as appropriate), termination date (as appropriate), seniority date, status change date, social security number, email, telephone number and home address. 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 information with the Union or otherwise complying with its obligations under this Section 2.5.
- 2.6 Bargaining Unit Work. The Employer agrees that the practice of utilizing supervisors for certain functions performed by bargaining unit employees will not result in the elimination of bargaining unit positions or reduction in bargaining unit hours without prior notification to the Union. The use of supervisors to cover shifts will only be utilized after the employer has offered the shift to bargaining unit employees under article 7.
- 2.7 Voluntary Political Action Fund Deduction (Active Ballot Club). During the term of this, 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) and any related wage deduction agreement. 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 pay period. 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 or otherwise complying with its obligations under this Section. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the political action fund deduction provided for in this Agreement. The Employer and Union agree that one quarter of one 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 of one 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 Employer in full consideration of quality patient care and efficient business operations agrees that the Union Representative shall have access to the Employer's worksite for the purpose of administering the terms of this Agreement. 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 Union may designate one Day Steward, one Night Steward and one backup Steward. The Employer shall receive the names of the delegated stewards. The cost of time spent in performing such functions shall not be borne by the Employer unless the Steward is requested by the Employer to meet to help resolve grievances related to the terms of this Agreement.
- 3.3 Bulletin Board. The Employer shall furnish a bulletin board at the St. Elizabeth facility for the use of the Union. The Union agrees to limit the posting of Union materials to the bulletin boards designated by the Employer.
- 3.4 New Hire Access. The Employer will provide the Union access to new hires in the bargaining unit within the first fourteen (14) days of their employment for the purpose of introduction and orientation to the Union pursuant to this section. Subject to the request of the Union and the Employer's scheduling requirements, this shall be done by a Union

Representative or Shop Steward who will be allowed up to fifteen (15) minutes for such meeting 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.

- 3.5 Negotiations. Subject to appropriate advance notification by employees, negotiating team members shall be given unpaid release time for contract negotiations. Time spent during contract negotiations will be treated as time worked only for the purposes of seniority and benefit accrual. Upon the completion of contract negotiations, the employees shall inform Human Resources of the time each spent in contract negotiations.

ARTICLE 4 – DEFINITIONS

- 4.1 Regular Employee. A regular employee is one who has satisfactorily completed the conditional period. A regular employee may work on either a regularly scheduled full-time or regularly scheduled part-time basis.
- 4.2 Full-time Employee. A regular full-time employee is one who in the performance of assigned responsibilities normally works a continuing schedule of at least sixty (60) hours bi-weekly.
- 4.3 Part-time 1 Employee. A regular Part-time 1 employee is one who in the performance of assigned duties normally works a regular schedule of forty-eight (48) hours or more, but less than sixty (60) hours bi-weekly. A Part-time 1 employee's eligibility for benefit programs is subject to the terms and conditions of the applicable program or plan and the Employer's eligibility requirements.
- 4.3.1 Part-time 2 Employee. A regular Part-time 2 employee is one who in the performance of assigned duties normally works a regular schedule of less than forty-eight (48) hours bi-weekly. A Part-time 2 employee's eligibility for benefit programs is subject to the terms and conditions of the applicable program or plan and the Employer's eligibility requirements.
- 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 Union shall be notified in writing of any extension of an employee's conditional period. During the conditional period, an employee may be terminated without notice and without recourse to the grievance procedure.
- 4.5 Per Diem Employee. Per diem employees are those who work on an "as needed" basis. The Employer offers this position in limited classifications and to limited numbers of employees. 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. Per diem employees shall retain previously accrued seniority and benefits in the event of return to regular status within a rolling twelve (12) months.

- 4.6 Emergency. For purposes of this Agreement, “Emergency” or “Emergency Situation,” shall be understood to be an unanticipated situation and shall include, without limitation, building or office space inaccessibility or evacuation, building utilities problems, or unplanned computer system problems, unexpected employee absences (other than PTO-related sick leave taken in accordance with Company policy) or separations, unexpected changes in patient census or unexpected work projects.
- 4.7 Length of Service (Calculation of Accruals). For purposes of benefit administration, longevity is the length of continuous employment of a regular employee from their date of hire with Conifer regardless of classification or bargaining unit status. Determination of length of service for benefits administration for regular full-time and regular part-time employees shall be based on all straight-time hours worked, time paid for but not worked, and time on Workers’ Compensation leave or any other protected leave.
- 4.8 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee’s hourly wage rate, applicable differentials and premiums as defined by the Agreement and any other amounts required to be included by the Fair Labor Standards Act.
- 4.9 Employer’s Designated Representative. Unless changed upon written notification to the Union, the Employer’s Designated Representative during the term of this agreement is the Vice President, Assistant General Counsel, contact information provided separately.

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, religion, sexual orientation, disability, marital status, military or veteran’s status, political activity, HIV and Hepatitis C status, gender identity, genetic information, union membership or any activity protected by the Labor Management Relations Act.
- 5.2 Notice of Reduction in Force. In the event of a reduction in force, regular full-time and regular part-time employees who have completed one (1) year of employment shall be entitled to two (2) weeks’ notice, or pay in lieu thereof, plus any accrued, unused annual leave. Additionally, employees subject to reduction shall be eligible for severance based on the employee’s years of service as defined in Article 6.2.
- 5.3 Notice of Resignation. Employees are encouraged to give at least twenty-eight (28) days’ advance notice of resignation and shall be required to give the Employer at least fourteen (14) days’ written notice of resignation. Failure of an employee to give the required fourteen (14) day written notice of resignation shall result in forfeiture of the employee’s accrued annual leave. The Employer will give consideration to situations that would make such 14-day resignation notice by the employee impossible. If, during an employee’s notice period, the employee fails to work a scheduled shift, the conduct will be deemed a serious

violation as defined in 5.4. The Employer may separate the employee and pay out any remaining accrued annual leave. Such separation shall not impact the employees rehire or reference status.

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 Employer policy, such as, but not limited to, theft, dishonesty, fighting, willful misconduct, illegal drug use, drunkenness, walking off the job during a shift or failure to report to work without notice. The Employer's failure to discharge or discipline an employee for the violation of a work rule shall not constitute a waiver by the Employer of the right to discipline or discharge for violation of the same or other rules; provided, however, that said judgment shall be exercised in good faith and based upon established job criteria. The Employer agrees that any discipline imposed shall be done in a private manner. Nothing herein shall prohibit the Employer from providing personnel data or records to a government agency or otherwise complying with applicable legal obligations.

5.4.1 Union Representation. Employees shall have the right to request to have a Union Representative present during any formal disciplinary meeting and if the request for representation is made then employees may request reasonable postponement until a representative of the Union is available.

5.5 Personnel File. Twice a year, an employee shall be allowed to review his or her personnel file at such time as the parties may agree. Employees shall be allowed to provide written responses to any discipline or employee evaluation provided such documentation is submitted within fourteen (14) days of issuance. Such written responses shall be maintained in the employee's personnel file.

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 Employer business, the employee will be reimbursed for mileage, and all other reasonable expenses that exceed the expenses normally incurred by the employee during their regular commute and in accordance with the Employer's policy.

5.7 Americans with Disabilities Act. The seniority provisions of this Agreement are subject to the Employer's duty under the Americans with Disabilities Act to accommodate the disability of a qualified employee or applicant with a disability. To the extent permitted by the employee at issue and applicable law, the Employer will provide the Union with notice of a proposed accommodation, which affects the Employer's compliance with the provisions of this Agreement.

5.8 New Technology. In the event that the Employer intends to institute new technological methods, systems or equipment which materially impacts employment covered by this Agreement, the Employer shall give the Union at least thirty (30) days' written notice setting forth the nature of such intended changes and/or methods of operation .

- 5.9 Reassignment New Classification. the event an employee is reassigned by the Employer to a new classification, such employee shall be placed at longevity step in the range most similar to the employee's current pay for the new classification which represents no decrease in the hourly rate. In the event an employee's previous rate is above the top step of the new position, the employee will maintain their current wage rate. Calculation for future step increases shall be on the same date for future wage increases as prior to the reassignment.
- 5.10 Voluntary Transfers. In the event an employee requests reassignment, which is approved by the Employer, such employee shall move to the wage rate of the new role at the same step rate of the prior role.
- 5.11 Meetings. All time spent in mandated trainings and meetings called by the Employer shall be considered as time worked. If the employer cancels a meeting with less than 12 hours' notice, the following will occur: A) Those employees who must come in early or stay late to attend will receive an equivalent of their hourly base rate for an amount equal to the announced duration of the cancelled meeting B) Those employees whose shift overlaps with the scheduled meeting time will not receive any additional credit or compensation for meetings that are cancelled.
- 5.12 Meal Discounts. All employees covered by this Agreement are eligible for meal discounts as long as such practice is provided by the Hospital and the practice is available to all contracted employees. The parties acknowledge that the Employer cannot require the Hospital to continue to provide meal discounts.
- 5.13 Job Descriptions. The Employer will provide job descriptions, for positions covered by the bargaining unit, to the Union or to the employee, upon request. The Employer will make a good faith effort to periodically review/update job descriptions. The Employer will make reasonable efforts to involve persons in the specific job(s) in the revision process.

ARTICLE 6 – SENIORITY

- 6.1 Seniority Defined. Seniority shall be determined by a regular employee's date of hire in a job classification at St. Elizabeth. 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.

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 Employer and Union in writing.

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.

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 equivalent regular hours) while on recall list, or failure to return from approved leave of absence on timely basis.

6.2 Severance Pay. Upon completion of one year of regular employment, any full time or part time employee subject to lay off is eligible to receive severance pay as set forth below. Any employee electing this option shall not have recall rights (Article 6.3). Employees who choose to retain their recall rights shall not be eligible for severance.

<u>Severance Pay</u>	<u>Years of Service</u>
2 weeks of pay	1 year
4 weeks of pay	2 to 3 years
6 weeks of pay	4 to 6 years
10 weeks of pay	7 to 9 years
12 weeks of pay	10 years or more

Part time employees are eligible for severance pay prorated to the employee's FTE. Entitlement to any severance payment is subject to the conditions set forth in Employer policy, and severance payments will be paid to employees in a lump sum as soon as possible after the last day of employment.

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.

6.4 Reduction in Hours. In the event the Employer implements a reduction in hours it will first seek volunteers to leave during such periods. In the event sufficient volunteers are unavailable, the Employer shall assign hours reductions by classification and work shift/day basis in the following order of priority:

- a. employees scheduled to work in an overtime condition for that work shift/day
- b. temporary employees (including agency personnel)
- c. per diem employees
- d. regular full time and regular part time employees working extra straight time shifts that work week
- e. regular full time and part time employees on a rotational basis by inverse seniority

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. Reductions in excess of four (4) consecutive regularly scheduled shifts or changes in status from regular full-time to regular part-time shall be subject to Article 6.9 Layoffs. Standby provisions in this Agreement shall not apply during the period of such reductions.

6.4.1 Regular full-time and part-time employees who work reduced schedules at the request of the Employer shall continue to accrue all benefits as if they had worked a normal schedule; provided, however, that under no circumstances shall an employee be credited with more than 2080 hours of work for purposes of benefit accrual during any one (1) twelve (12) calendar month period. When an employee is placed on reduced hours the employee shall not be expected to be available to report for duty during that shift if called.

6.4.2 In the event of a reduction in hours, the Employer will make a good faith effort to determine if a need for the employee's services exists in another department. Employees required to float will receive orientation as determined by management to be appropriate to the assignment.

6.5. Shift Assignments. If the Employer chooses to introduce shifts that are of different durations than the current shifts, (excluding Emergency situations) they shall notify the union a minimum of forty-five (45) days prior to implementation, and upon request meet in good faith with the union to review and discuss the schedules and implementation plan.

6.5.1 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 apply only to vacancies.

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

- a. Layoffs (subject to the provisions of Section 6.9).
- b. Recall from Layoffs (subject to the provisions of Section 6.3, Recall).
- c. Annual leave scheduling (subject to the provisions of Section 10.4).
- d. Applications for vacant positions in the same classification (subject to the provisions of Section 6.8).
- e. Relief for scheduled absences, including vacations or long-term sick leave relief regarding hours in the employee's primary classification and department.
- f. In all other instances, seniority may be considered, but shall not be the primary factor. However, the Employer shall make a good faith effort to apply principles of seniority to the extent feasible and practical and consistent with effective operations management.

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 Postings. Regular job openings in the bargaining unit shall be posted within the Employer's electronic job application system and in the related work unit for three (3) days before filling the position. In the selection process, the Employer will select the most highly qualified applicant for the position. Where qualifications are considered by the Employer to be equal, the senior employee applying for such job will be 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, among other things, 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 whether a vacant position currently requires weekend work.

6.8.1 Application Limitation. 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. 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).

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:

Temporary employees (including agency personnel and travelers); Conditional employees; and 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 who is on the "low seniority list."

The low seniority list is comprised of the least senior 15% of the affected job classifications (rounded up). The low seniority bumping process applies only to layoffs for a reduction in number of employees (not a reduction in hours)

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. The Employer shall have the authority to reallocate staff, restructure a department, or merge two (2) or more departments. 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 department. A listing of the full-time and part-time positions for each shift in the new/restructured department,

including qualification requirements, shall be posted in the department for at least live (5) days. The Employer will give employees seven (7) 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 in the new/restructured department based upon seniority, provided 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 department shall be eligible to request layoff (without bumping rights) or apply for reassignment pursuant to the terms of this Agreement.

ARTICLE 7- HOURS OF WORK AND OVERTIME

7.1 Workweek; Overtime. For purposes of administering this Article, the work week shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday. The workday shall begin at 12:00 a.m. on any given day. All hours worked in excess of forty (40) in one workweek shall be paid at one and one-half times (1 ½) times the regular rate of pay.

7.1.1 Meal and Break periods.

Employees who work shifts of five (5) hours or less shall be entitled to one (1) fifteen (15) minute rest period with pay.

Employees who a work shift 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.

Employees who work an eight (8) hour shift shall be entitled to two (2) fifteen (15) minute rest periods with pay and one (1) meal period (without pay) of at least thirty (30) minutes.

Employees who work a twelve (12) hour shift shall be entitled to three (15) minute rest periods with pay and one (1) meal period (without pay) of at least thirty (30) minutes.

(Subject to mutual agreement by the Employee and Employer, meal periods may be waived or deferred at employee request until later 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).

7.1.2 Flexible work schedules. The Employer may establish flexible work schedules. Departments are encouraged to establish flexible work schedules and to give serious consideration to employee requests. Individual requests for flexible scheduling may be approved by the Employer, provided that such scheduling does not interfere with the effective operation of the department and shall be dependent upon such considerations as building accessibility and security.

7.1.3 Double Shifts. In the event an employee works a double shift at the request of the employer, the ninth through sixteenth hours shall be paid at the rate of one and a half (1.5x)

times 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 one and a half times (1.5x) rate, provided more than one-half (1/2) of the hours of the extra shift are worked.

7.1.4 Overtime and Seniority. Except with respect to same day, short notice overtime (addressed in 7.1.5), in the event the Company determines an overtime shift is needed the eligible employees will be communicated to 48 hours in advance. Volunteers will be taken in seniority order and such shift shall be assigned by the Company to the senior qualified employee(s) in the classification and department.

In the event that staffing needs are not met by senior qualified employees, overtime may then be assigned (to qualified and eligible employees as determined by the Company) by inverse seniority order, by classification and department by shift. To the extent management in good faith determines it feasible, assignment of overtime in this case shall be rotated among the three (3) least senior employees on the shift in the department beginning with the least senior employee. At management's discretion, any situation in which the overtime is not assigned among the three (3) least senior employee(s) will be taken into account in administering the next assignment of overtime under this section 7.1.5. (Neither pay for time not worked nor anything else will be utilized as a resolution in this situation.) Nothing herein (or anywhere else in this Agreement) shall be construed to require the Employer to utilize overtime shifts.

7.1.5 It is understood that short notice overtime work arising on the same workday shall instead be staffed by seeking qualified volunteers from those employees already working (or who are scheduled to work) that shift in that classification and department. If there are not enough volunteers then the work will be assigned to qualified employees on that shift by classification by inverse seniority.

7.2 Extra/Traded Shifts. When employees who work a shift other than their normal shift by volunteering or trading with other employees (with supervisor approval), the premium pay provisions of the shift being worked will be in effect.

7.3 Weekends. Except in Emergency Situations, the Employer shall not schedule full-time and part-time employees to work two (2) successive weekends. In the event a full-time or part-time employee is required to work on a scheduled weekend off, the employee shall not have to work the following weekend. 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 every weekend position. The weekend shall be defined as any shift between 7am Saturday and 7 am Monday. Subject to advance approval, employees may request the trading of weekends, provided the schedule change does not result in the Employer being liable for overtime pay.

- 7.4 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, provided such employee is not on a 10-hour or 12-hour schedule. In the event the employee is required to work within this eleven (11) hour period more than two (2) times in a pay 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, in-service, education or training, committee meetings, staff meetings, voluntary shift exchanges (trades) initiated between employees, or a voluntary shift pickup by an employee.
- 7.5 Work Schedules: The Employer shall make good faith efforts to continue to post schedules one year in advance. However, the Company preserves its right to respond to the needs of the business and adjust schedules accordingly. Excluding emergency situations if schedules must be adjusted the Employer will first seek volunteers. If nobody volunteers for the change in schedule, the Employer must provide Two (2) weeks (14 days) notice of the adjustment in schedules to all affected employees.
- 7.6 Split Shifts. No Employee shall be scheduled or required to work split shifts, unless the employee volunteers for such assignment
- 7.7 Report Pay. Employees shall receive not less than two (2) hours at the regular rate of pay when ordered to report to work. Employees who are sent home due to an Emergency after reporting for work shall receive not less than two (2) hours' compensation. In such instances, the employee shall not be required to work.
- 7.8 Consecutive Workdays. 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.

ARTICLE 8 – COMPENSATION

- 8.1 Current Employees. All current employees on the date of ratification of this Agreement will be paid at no less than their current wage rate. Current employees will maintain their existing base rate at the time of ratification. No employee shall have their wage rate reduced.

8.1.1 Wage Increases -

Each individual's base rate at the time of ratification is the rate in which individual increases will be applied.

Effective the first full pay period following April 1, 2021 bargaining unit employees will receive an increase of 2%.

Effective the first full pay period following April 1, 2022 bargaining unit employees will receive an increase of 2% to their base rate.

Effective the first full pay period following April 1, 2023 bargaining unit employees will receive an increase of 2% to their base rate.

- 8.2 Hire-In Wage Grid. Each Job Title will have a “Hire-In Wage Grid” set forth in Exhibit A. The Hire-In Wage Grid will list the base wages by years of experience in the Job Title.
- 8.3 New Hire Wage Placement. New Hires will be hired in at the corresponding Job Title wage rate for the new hire’s level of recent years of experience. Recent years of experience shall be defined as recent and relevant experience as determined in sole opinion of the Employer.
- 8.4 Wage Increases. Wage increases will be effective the first full pay period in April of each year of this Agreement, beginning April 2021.
- 8.5 Minimum Rate language. The company may increase rates of pay or any portion thereof and/or grade of any new bargaining unit employee. Nothing herein will prevent the employer from increasing rates of pay for an entire job classification after notice to the union concerning the amount/degree of such increase and the reason, therefore.
- 8.6 Pay in Lieu of Benefits. The Employer during the terms of this agreement may create the opportunity for part time/per diem employees to elect a higher wage in lieu accruing any of paid time off (PTO). Notification to the union will be in accordance with Section 8.5 Minimum Rate language. The Employer agrees to meet with the union in June of 2021 to discuss the status of this topic.
- 8.7 Incentive Plan. The Employer reserves the right to create, discontinue, add or modify such plan in the future. The Employer shall notify the Union at least thirty (30) days prior to the proposed plan change.

ARTICLE 9 – PREMIUM PAY

- 9.1 Shift Differential. Employees assigned to work the second (3:00 – 11:00 p.m.) shift shall be paid a shift differential of one dollar (\$1.00) per hour over the hourly contract rates of pay. Employees assigned to work the third (11:00 p.m. – 7:00 a.m.) shift shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) 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.
- 9.2 Callback Pay. Callback is voluntary. Any employee called back to work at any time shall be compensated as follows:
- When called back, the employee shall receive time and one-half (1 1/2) for each hour worked, with a minimum of two (2) hours being paid.
 - In the event of multiple callbacks, the minimum shall not be required for any callbacks which begin within two (2) 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 two (2) hour period, an additional minimum will be required and this procedure shall be repeated.

Travel time to and from the Employer’s worksite shall not be considered time worked. This section shall not be used in conjunction with any assignment involving a departmental staff meeting, education or in-services.

- 9.3 Weekend Premium Pay. For purposes of this provision, the weekend shall run from 7:00 a.m. Saturday until 7:00 a.m. Monday. Employees assigned to work the first shift (7:00 a.m. – 3:00 p.m.) on a weekend shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour. Employees assigned to work the second shift (3:00 p.m. – 11:00 p.m.) on a weekend shall be paid a shift differential of two dollars and twenty-five cents (\$2.25) per hour. Employees assigned to work the third shift (11:00 p.m. – 7:00 a.m.) on a weekend shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour. Premium pay shall be at the rate applicable during the hours worked. Such premium is excluded from overtime premium calculations unless otherwise required by the Fair Labor Standards Act. The weekend premium shall only apply to weekends in departments where weekends are scheduled.
- 9.4 Call In On Day Off. Employees who, on a scheduled day off, report to work at the request of the Employer less than one (1) hour after the shift has started, shall be compensated for the whole shift.
- 9.5 Certification Premium. The Employer shall pay for any certifications, re-certifications and/or education credits required either by the Employer or by law to maintain employment.

ARTICLE 10 – PAID TIME OFF (PTO) –

- 10.1 PTO Accrual. All full time and part time 1 Employees are eligible to accrue PTO hours in accordance with the following schedule:

Years of Service	Pay Period Hours	PTO Accrual Per Pay Period	Days Per Year
Less than 1	80	3.69	12
1-4	80	4.92	16
5-9	80	6.15	20
10+	80	7.69	25

PTO hours will accrue on all hours worked.

- 10.2 PTO Eligibility. PTO shall begin accruing on the first day of service.
- 10.3 PTO Pay. PTO shall be paid at the wage rate the employee would have received had the employee worked during the period in question, and it may be used in fifteen (15) minute blocks.
- 10.4 PTO requests for a week off or longer will have priority over single day requests. The PTO Request Procedure has three different components to it:

1) Standard PTO Requests: for the period of April 1 to September 30 must be submitted via the Absence Approval Form by the employee between January 1 and January 31. Requests for the period October 1 to March 31 must be submitted via the Absence Approval Form by the employee between June 1 and June 30. Within fifteen (15) days after period closes the employer will respond to requests submitted. Requests will be processed on the basis of seniority. PTO requests submitted outside these two submittal windows will be separate and distinct and therefore processed based on the date of submission. Employees generally will be notified of approval or denial within seven (7) business days.

2) Peak Vacation periods: Summer vacation shall be from June 15 through September 15. Employees are limited to two (2) calendar weeks of PTO during summer vacation time unless there are no conflicts. Requests will be processed on the basis of seniority. Employees who are denied an entire summer vacation request in one year shall have priority in the next year over the least senior employee whose request for summer vacation in that next year would have otherwise been granted.

Winter vacation shall be from the Sunday immediately prior to the Thanksgiving and ending the on January 2nd. Employees will be limited to one (1) calendar week of PTO during winter vacation unless there are no conflicts. Requests will be processed on the basis of seniority. Employees who are denied any winter vacation in one year shall have priority in the next year over the least senior employee whose request for winter vacation in that next year would have otherwise been granted.

3) PTO requests for the day before or after a recognized holiday: 1) For the day before and the day after New Year's Day, Martin Luther King, Jr. Day, Memorial Day and Independence Day, employees may submit their requests for up to a total of 4 calendar days of PTO. Those requests are due to the employer by December 1st of the previous calendar year (example: December 2020 for January 2021). Management will evaluate the operational needs of the business and grant the appropriate number of requests on a seniority basis no later than December 15th. Any requests submitted after December 1st will be evaluated on a case by case basis in the order they were received. 2) For the day before and the day after Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, employees may submit their requests for up to a total of 4 calendar days of PTO. Those requests are due to the employer by August 1st of the same calendar year. Management will evaluate the operational needs of the business and grant the appropriate number of requests on a seniority basis no later than August 15th. Any requests submitted after August 1st will be evaluated on a case by case basis in the order they were received.

10.5 PTO Donations. Employees may voluntarily donate PTO hours they have accrued on behalf of an employee who is absent due to a qualifying extended illness or medical emergency.

10.6 PTO Cash-Out- Two times per year employees may elect to cash out a portion of their earned but unused PTO. During the same two time windows in Article 10.4 above (January 1-31 and June 1-30) the employee may elect to cash out up to 67% of their available PTO up to a maximum of 40 hours (80 hours in total) at a value of 50%.

Appropriate manager sign off will occur and those payments will be made on the first full pay period after the time windows closes, but in all cases no later than the second full pay period.

- 10.7 PTO Carry-Over. Employees may carry over PTO hours accrued from the year in which it was earned into the following year(s), up to a maximum of 150% of an Employee's annual PTO accrual.
- 10.8 Separation. Except as provided in Article 5.3 (Notice of Resignation), an employee who separates or is separated from employment shall be paid all available PTO earned in accordance with 10.1 above.
- 10.9 Sick Leave Laws. Employees may designate and use available PTO as paid sick leave in accordance with applicable state and local laws and the Employer's policies.

ARTICLE 11 – HOLIDAYS –

- 11.1 Recognized Holidays. Except as provided in Article 11.5 below, regular full-time and regular part-time employees shall receive the following ten (10) holidays with pay:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Day Off

11.1.1 – Scheduling Floating Day Off – Employees may request to use the floating day off on the date of their choice. This day will be requested in accordance with PTO scheduling practices. All time off is subject to management approval.

- 11.2 Work on a Holiday. Employees who work on a holiday shall receive double time (2x) the regular rate of pay for all hours worked on a recognized holiday plus holiday differential. Employees hired after the 2020 ratification will be paid at time and one half (1 ½) regular rate of pay plus holiday differential.
- 11.3 Date of Observance. Except as provided below, 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. For employees based in a client facility, holidays will be observed on the national day of observance, not on the Employer's day of observance.
- 11.4 Shift Differential. In accordance with Article 9.1 (Shift Differential), Employees who work the evening or night shift shall receive shift differential pay in addition to their normal holiday pay.
- 11.5 Hospital-Based Employees. Hospital-based employees will receive ten (10) Holidays per year but will be required to observe the hospital's holiday schedule (which may differ from

the Employer's schedule) and which could be scheduled based on the operational needs of the hospital department.

ARTICLE 12 – RETIREMENT

- 12.1 401K Plan. The Employer will offer and maintain a 401K retirement savings plan, unless the Employer eliminates such a plan for all employees. Employees may contribute 1% to 75% of eligible pay to the 401K plan, subject to IRS limits. The Employer will match at 50% up to the first 6% contributed by the employee. Employees are eligible for the employer match if: (a) the Employer decides in its discretion to provide an employer matching contribution in a given year and (b) the employee works 1,000 or more hours during the plan year. Employees are fully vested in the company match after five (5) years of service.
- 12.2 Prior Service Credit. Former St. Elizabeth employees hired prior to 2014 will be credited years of service towards vesting in the employer matching contribution based on their hire date with St. Elizabeth.

ARTICLE 13 – INSURANCE BENEFITS

- 13.1 Health Insurance. The Employer agrees that, during the term of this Agreement, it will provide health insurance benefits to the Covered Employees, subject to the terms, conditions, and eligibility requirement of the applicable plans and the generally applicable premium payment requirements imposed by the Employer. Nothing herein shall prohibit Employer from cancelling health insurance benefits provided such cancellation is applicable to Employer's other employees under the same plan.
- 13.1.1 In the event the Employer modifies any of its current plans identified in 13.1 and 13.2, the Employer will notify the Union of the modification at least 30 days, or as soon as reasonably practical thereafter, prior to its implementation. Any modification will be applicable to all Employer's employees covered by the same plan. The Union reserves the right to negotiate over the effects of any such modifications or cancellations.
- 13.2 Dental Insurance. The Employer agrees that, during the term of this Agreement, it will provide dental insurance benefits to the Covered Employees, subject to the terms, conditions, and eligibility requirements of the applicable plans and the generally applicable premium payment requirements imposed by the Employer. Nothing herein shall prohibit Employer from cancelling dental insurance benefits provided such cancellation is applicable to Employer's other employees under the same plan.
- 13.3 Other Insurance. The Employer agrees that, during the term of this Agreement, it will allow Covered Employees to participate in other types of insurance programs it offers to its employees in general, such as vision and disability insurance, subject to the terms, conditions, and eligibility requirements of the applicable plans and the premium payment requirements imposed by the Employer, insurance company or plan sponsor.

ARTICLE 14 – LEAVES OF ABSENCE

- 14.1 Leaves of Absence – The employer will give good faith consideration to requests of leaves of absence of up to six (6) months. Request for leaves of absence will be in writing. Except for the specific leave provisions provided for below, compliance with any ADA requirements, or other provisions of this Agreement, any Non-Family Medical Leave Act eligible leaves in 14.1 shall have their return to work implications treated as follows: a.) 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; b) 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.
- 14.1.1 Military service by the employee – The company follows the federal statutes for Military leaves.
- 14.1.2 Education Leave – Leaves for this reason without pay may be granted at the discretion of the Employer.
- 14.1.3 Other reason acceptable to the Employer - Leaves for this reason without pay may be granted at the discretion of the Employer and will not be unreasonably denied.
- 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 less any remuneration received by the employee for jury service. Evidence of jury duty attendance must be presented to the employee’s supervisor. Such reimbursement will not exceed five (5) days of missed regularly scheduled shifts in any calendar year and will not include any premium pay. Any additional time served on jury duty shall be without pay if the employee does not have current PTO available or if the employee chooses not to use PTO. 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. Any time paid for jury service shall not count as hours worked for purposes of overtime pay, but will count for benefit accrual, such as PTO.
- 14.3 Bereavement Leave - Regular full time and part time 1 employees may be allowed for death in the immediate family, of up to three (3) working days off with pay. Up to three (3) additional days may be granted without pay (or at employee’s choosing from their available PTO) when extensive travel is required. The leave must normally be taken within a seven (7) calendar days of the family member’s death. Exceptions will be made on case by case basis. Such exceptions will not be unreasonably denied. Immediate family shall be defined as grandparent, grandchild, spouse, domestic partner, parent, child, sibling, step-parent, stepchild, step-grandparents, parent-in-law, brother/sister in-law, daughter/son in-law, or close relative living with the employee.
- 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 (current 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 Family Medical Leave Act (FMLA) – The company follows the FMLA statute. A full version of the company policy is available to employees. From time to time the law and subsequent policies are updated. Those updates supersede the summary in Appendix XX.

ARTICLE 15 – GRIEVANCES

- 15.1 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 to the following procedure. In order to be subject to the following procedure, any grievance must be submitted at the first applicable step within thirty (30) calendar days from the date when the employee or the Union was aware, or reasonably should have been aware, that a grievance existed. All grievances not filed within the thirty (30) day period are deemed waived by the aggrieved party.
- 15.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute a withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

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 thirty (30) 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.

The immediate supervisor/Manager shall be given seven (7) calendar days to schedule a conference with the grievant to discuss the grievance and try to resolve the problem. (At the request of the employee, the Union shop steward or Union representative may also be involved in this discussion at Step 1.) The supervisor/manager may involve Human Resources during the Step 1 process. The supervisor/manager shall issue a written reply on the grievance within seven (7) days of the Step 1 grievance conference.

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 next level of management within ten (10) 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 next level manager (or designee), and other management as needed, shall be scheduled within seven (7) calendar days of receipt of the Step 2 grievance. The next level manager may involve Human Resources during the Step 2 process. The next level manager (or designee) shall issue a written reply within ten (10) calendar days of the Step 2 grievance conference.

Step 3: 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 twenty-one (21) calendar days of the Employer's Step 3 written reply. 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 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 RIGHTS

Both parties agree that the Employer has the exclusive right to manage, direct, plan and control its business and its operations, including matters not covered by this Agreement. These rights include, but are not limited to: the right to determine duties of employees and to direct the workforce; to assign work; to establish productivity standards and the quality and quantity of work to be performed; to determine the number of employees to be employed; the work to be assigned to the St. Elizabeth unit; to determine the means, methods, and schedules of operation; to establish new jobs or change existing jobs; to establish and enforce rules for employee conduct; to hire, discipline, suspend, separate, classify, schedule, assign, promote, transfer, layoff and/or rehire employees; to introduce new procedures, processes or technology; and to determine or schedule when overtime shall be worked.

The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth herein and the Employer retains all matters and rights not specifically and expressly covered or restricted by this Agreement.

All matters and rights not specifically and expressly covered or restricted by this Agreement may be administered for the term of this Agreement and any extension thereof in accordance with such policies and procedures as Employer may determine from time to time.

ARTICLE 17 – NO STRIKE, NO LOCKOUT

The Union agrees that, during the term of this Agreement and any extension thereof, neither the Union collectively nor individual employees will call, engage in or sanction any strike, sympathy strike, work stoppage, slow-down, picketing, sit-down, sit-in, boycott, hand-billing, protest, or demonstration.

The Employer agrees that, during the term of this Agreement or any extension thereof, it will not lockout any employees in the bargaining unit who are covered by 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 Violation. It shall not be a violation of this Agreement for the Employer to exceed the minimum rates required in Appendix A.

ARTICLE 19 – NO PYRAMIDING OF OVERTIME OR PREMIUM PAY

There shall be no pyramiding or duplication of overtime or premium pay. 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) rates.

ARTICLE 20 – DURATION OF AGREEMENT

- 20.1 Term of Agreement. This Agreement becomes effective at 12 a.m. on October 30, 2020 and shall remain in full force and effect through 11:59 p.m. October 31, 2023. Either party desiring to change or terminate any part of this Agreement at its expiration must notify the other party in writing sixty (60) days before October 31, 2023. If neither party requests any changes, the Agreement shall automatically renew itself on a year-to-year basis until either party notifies the other party sixty (60) days in advance of a subsequent anniversary date of its intent to change or terminate the Agreement on the anniversary date.

IN WITNESS THEREOF the parties execute this Agreement.

FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL
UNION, LOCAL 21

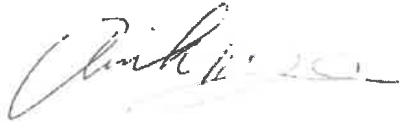


Mia Contreras,
Executive Vice President

FOR THE COMPANY:
CONIFER ST. ELIZABETH
HOSPITAL



Dina Dunn,
Chief HR Officer



Amirah Ziada Mirziteh
Negotiator

Memorandum of Understanding #1 - Successor

Successor: The parties agree for the duration of the current agreement, in the event of an acquisition by another entity, the employer and the Union will make a good faith effort to have timely communications throughout the process to attain a high level of transparency and to minimize the potential adverse impacts, direct or indirect, on staff. In particular, the parties will use good faith efforts to adhere to the following guidelines:

- a. The Employer will inform represented employees and the Union of the potential acquisition at least forty-five (45) calendar days in advance of the acquisition. The parties recognize that this may not be feasible in some circumstances, where the employer will provide reasonable notice which may be less than forty-five (45) days.
- b. Upon request by the Union, the Employer and the Union shall meet to negotiate the effects of an acquisition that will impact the future of employees.
- c. The Employer will bring the existence of the collective bargaining agreement to the attention of any successor.

The Employer will make a good faith effort to obtain preferential hiring opportunities with the successor employer for affected employees.

Memorandum of Understanding #2- PTO Cash-out

The parties agree that a one-time only opportunity will be created for employees to cash out some of their PTO under the following conditions: During the time period of December 1-31, 2020, employees may elect to receive a one-time cash-out at 75% value of up to forty (40) hours of their remaining balance as long as they maintain at least 40 hrs. of PTO in their bank after the cash out occurs. Payment should be made in the first full pay period after December 31, 2020, but in all cases no later than the second full pay period after December 31, 2020.

Memorandum of Understanding #3 Additional Compensation Consideration:

In the event the Company, were to grant a special bonus to all front-line employees in the PNW region that are not covered by a collective bargaining agreement, the Company would not unreasonably refuse to provide such a bonus to the Team Members covered by this Agreement.

Appendix XX – FMLA The Company will grant eligible employees any family and medical leave in accordance with the FMLA and any of its amendments. Any protected leave under state law will be handled in compliance with the state law (such as WA paid family leave and WA FLA) and will run concurrently with FMLA leave if permitted. FMLA leave may be paid, unpaid, or combinations of paid and unpaid leave. Team Members are required to exhaust applicable paid leaves with their FMLA unless they are receiving a pay substitution benefit for the specific absence.

- The company will comply with all state laws that provide different entitlements or protections in connection with the employee's leave.
- Employees who sustain work-related injuries are eligible for FMLA for the period of disability in accordance with all applicable laws covering occupational disabilities. Such leave runs concurrently with FMLA, if the employee is eligible.
- FMLA must be used for its intended purpose.

Eligibility - To Qualify to take leave under the FMLA pursuant to this policy, the employee must meet both of the following conditions:

- Has worked for the company for at least 12 months (the 12 months need not be consecutive);
- Has worked for the company for at least 1,250 hours during the 12 month period immediately preceding the date the leave is requested to begin.

Qualifying Circumstances - To Qualify for FMLA leave under this policy, the employee must be eligible and request leave for one of the following reasons:

- The birth of a child and to bond with a newborn child within one year of birth.
- The placement of a child with the employee for adoption or foster care and to bond with the child.
- A serious health condition that makes the employee unable to perform the functions of his/her position.
- When needed to care for the employee's child, parent, or spouse with a Serious Health Condition.
- Caring for a spouse, son, daughter, parent or Next to Kin who is a Covered Member.
- A qualifying exigency arising out of the Active Service Member being called to serve or serving in a foreign country.

APPENDIX A – Hire-in Wage Grid

Appendix A - Wages

St. Elizabeth Revised - September 23, 2020

	0	1	2	3	4	5	6	7	8	9	
REP, PA II	16.94	17.27	17.62	17.97	18.33	18.52	18.70	18.89	19.08	19.27	
	10	11	12	13	14	15	16	17	18	19	20
	19.46	19.65	19.85	20.05	20.25	20.45	20.66	20.86	21.07	21.28	21.50
	0	1	2	3	4	5	6	7	8	9	
REP, PA III	19.21	19.59	19.98	20.38	20.79	21.21	21.63	21.85	22.07	22.29	
	10	11	12	13	14	15	16	17	18	19	20
	22.51	22.74	22.96	23.19	23.42	23.66	23.90	24.13	24.38	24.62	24.87
	0	1	2	3	4	5	6	7	8	9	
REP, PA LEAD	20.94	21.36	21.78	22.22	22.66	23.12	23.58	23.81	24.05	24.29	
	10	11	12	13	14	15	16	17	18	19	20
	24.54	24.78	25.03	25.28	25.53	25.79	26.05	26.31	26.57	26.83	27.10
	0	1	2	3	4	5	6	7	8	9	
REP, PATIENT ADVOCATE	19.21	19.59	19.98	20.38	20.79	21.21	21.63	21.85	22.07	22.29	
	10	11	12	13	14	15	16	17	18	19	20
	22.51	22.74	22.96	23.19	23.42	23.66	23.90	24.13	24.38	24.62	24.87

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

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