

Agreement by and between

UFCW 3000

and

Lourdes Medical Center

Service & Maintenance Unit

Effective: 7/23/2021 - 7/22/2025

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

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ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and per diem employees in the following non-professional service unit classifications employed by the Employer at its Lourdes Medical Center, located at 520 N. 4th Avenue, Pasco, WA, as described in the Certification issued in NLRB Case Number 19-RC-257250: Certified Nurse Assistants/Nursing Assistants, Certified Medical Assistants, Health Unit Coordinators, Sterile Processing Aides, Central Processing Aides, Central Processing Coordinators, Surgical Support Aides, Diagnostic Imaging Clerks, Emergency Department Coordinators, GI Techs, Endoscopy Aides and Patient Transporters.

1.2 The Employer shall inform any legal successor that this Collective Bargaining Agreement is in place, and shall provide a copy of this Agreement to any such successor.

ARTICLE 2 – UNION MEMBERSHIP

2.1 Membership. All employees working under this Agreement on its effective date who are then members of the Union, and all employees who voluntarily become members of the Union during their employment by the Employer shall remain in good standing for the life of the Agreement. Failure to comply with this condition shall, upon the written request (by certified mail) of the Union, result in the discharge of the employee as of the last day of the payroll period in which the certified mail is received.

All employees hired after the effective date of this Agreement shall have thirty (30) calendar days from the date of employment in which to give written notice by certified mail to the Union and Lourdes Medical Center Human Resources of their intention not to join the Union (such notice must be postmarked within 30 calendar days of employment). In the event the newly employed employee fails to exercise the foregoing option within thirty (30) calendar days, then that employee shall be required to become and remain a Union member in good standing within sixty (60) calendar days from the day of employment. An employee failing to achieve and maintain membership in good standing in the Union after the waiver of this option and the passing of sixty (60) calendar days shall, at the written request (by certified mail) of the Union, be terminated as of the last day of the payroll period in which the certified mail is received.

The requirement to join and remain a member in good standing shall be satisfied by the payment of regular initiation fees and dues uniformly applied to other members of the Union for the class of membership appropriate to employees in the bargaining unit.

The Union shall notify the Employer in writing (by certified mail) of the failure of any employee to become or remain a member in good standing in violation of this Article. No request for termination shall be made by the Union until at least seven (7) calendar days after the sending of the aforementioned notice.

Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request termination of such employee as outlined herein.

2.1.1 Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. In the alternative, the employee shall be required to pay a monthly amount equal to the Union membership fee to a non-religious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code. This alternative must be declared in writing by the employee.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct Union dues only from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

2.3 Bargaining Unit Roster. Monthly, the Employer shall provide the Union with a list of names, addresses, hire dates, and hourly rates of pay for those employees covered by this Agreement. The Employer will provide the Union with a listing of new hires and terminations during the preceding month including names and addresses.

2.4 Voluntary Political Action Fund Deductions. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 3 – UNION REPRESENTATION

3.1 Access to Premises.

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, nursing units or other patient care areas unless advance approval has been obtained from the Director of Human Resources or designee. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital.

3.2 Bargaining Unit Representatives.

The Union shall select four (4) employees from the bargaining unit to function as Bargaining Unit Representatives. The bargaining unit representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. The investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

3.3 Bulletin Boards.

The Employer will provide a secure enclosed bulletin board located in employee lounges for the posting of materials related to Union business. Any materials posted must be dated and signed by the Union Steward responsible for the posting and submitted to the Employer's Human Resources Director or designee for posting. No material of an overtly political nature, or which contains personal attacks upon any other member or any other employee or which is critical of the Employer, its management, or its policies or practices, will be posted.

3.4 Contract.

The Employer shall distribute a copy of this Agreement including any mutually agreed upon cover letter and payroll deduction card to each employee presently employed and to all newly hired employees at time of hire. Additional copies of this Agreement, provided by the Union, shall be available in the Human Resources Department.

3.5 Meeting Rooms.

The Union may use Medical Center facilities for meetings of the Local Unit providing the request is made at least two (2) weeks in advance to the Director of Human Resources or designee and space is available. The Union shall be subject to the same policies and conditions applicable to other outside organizations, and the Union agrees that it will not conduct meetings elsewhere within the Medical Center.

3.6 Negotiations.

Subject to the considerations below, department directors and supervisors will make a good faith effort to provide time off for negotiating team members to participate in negotiations.

Upon providing adequate written notification to the employee's supervisor or director, and subject to patient care requirements and the needs of the employee's department as determined by the employee's supervisor and department director, negotiating team members will be given unpaid release time for joint contract negotiations with the Employer. If an employee wishes to change his/her schedule to attend negotiations by trading days off, such trading of days off must be approved by the employee's supervisor or department director, and must not result in any increased overtime premium incurred by the Employer. The Employer will make reasonable effort to provide unpaid release time for four (4) employees for the purpose of joint negotiations of the Agreement.

3.7 New Employee Orientation.

One bargaining unit representative may meet with new employees during new hire orientation on released unpaid time, at a designated time at the conclusion of new hire orientation, to introduce the new employee to the union and the union contract. The meeting shall not exceed thirty (30) minutes in duration and shall be on unpaid time for the new employee. If any bargaining unit

employees are attending orientation, the Employer will provide a list to the Union via electronic mail (including their name, job classification and department) before orientation. The list will be provided at least two (2) days before the next week's orientation.

In the event that public health or other conditions arise necessitating an online orientation process, the Employer will provide the bargaining unit orientees with the contact information of the Union.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 Prior to the execution of this Agreement with the Union, the rights of the Employer to manage were limited only by applicable federal and state law. Except as specifically set forth by an express provision of this Agreement, the parties agree the management rights of the Employer have not been limited or abridged by this Agreement. Without in any manner limiting the generality of the foregoing, the parties agree that among the rights of the Employer which are not abridged or limited by this Agreement are the right to discipline and discharge for just cause, determine and re-determine the composition of its work force (including the mix of employees required and the composition of its work force and the mix of employees required and the composition of work teams); to determine the number of employees required and its staffing requirement and criteria; the right to determine and require standards of clinical performance and to determine the competency of employees; to direct employees and to determine job assignments, to determine the working schedules; assign overtime and place employees on stand-by as needed to assure availability in emergency situations in accordance with departmental expectations; to determine whether the whole or any part of the operation shall continue to operate and whether and what work will be performed by employees of the Employer who are employed under this Agreement, or assigned to employees outside this bargaining unit (including supervisors); to implement changes in operational methods, procedures, policies and rules; and to determine the kind and location of its facilities and equipment and where its services will be performed. The matters set forth herein shall not be subject to Arbitration. All matters not covered under the provision of this Agreement shall be administered by the Employer on a unilateral basis.

4.2 In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union thirty (30) days' advance written notice. During this notice period, the Employer and the Union will meet to negotiate and discuss alternatives to contracting out the work. The use of temporary staffing, such as agency or traveler staffing, will not be construed as contracting unit work.

ARTICLE 5 – DEFINITIONS

5.1 Regular Full-Time Employee.

A regular full-time employee is an employee designated as such and scheduled to work a minimum of seventy-two (72) hours per fourteen (14) day pay period on a regularly scheduled basis. However, for health and welfare benefits purposes, full-time benefits will be offered to employees who are regularly scheduled to work a minimum of sixty (60) hours per fourteen (14) day pay period.

5.2 Regular Part-Time Employee.

A regular part-time employee is an employee designated as and scheduled to work less than seventy-two (72) hours per fourteen (14) day pay period on a regularly scheduled basis. However, for health and welfare benefits purposes, full-time benefits will be offered to employees who are regularly scheduled to work a minimum of sixty (60) hours per fourteen (14) day pay period.

5.3 PRN Staff.

A non-regularly scheduled employee who works during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or absenteeism. PRN employees shall not accrue seniority. Regularly scheduled full-time and part-time employees who change to PRN status and subsequently return within one (1) year shall have seniority and PTO accruals previously earned as a regularly scheduled full-time or part-time employee reinstated excluding the time spent on PRN status.

5.3.1 PRN Work Requirements.

PRN employees shall, if needed, work at least two (2) shifts per month which may include a weekend. In addition, if needed, they shall work two (2) holidays per year, one of which will be Memorial Day, Fourth of July or Labor Day and another will be Thanksgiving Day, Christmas Day, New Year's Day or President's Day. A PRN who fails to comply with these requirements may be terminated from employment.

5.3.2 PRN (Per Diem) Salary.

PRN (per diem) employees shall receive a fifteen percent (15%) premium, in lieu of benefits, above their appropriate rate of pay based upon past experience or their prior rate of pay in that job classification as a regularly scheduled full-time or part-time employee. A PRN employee reclassified to regular status shall be given credit for all previous hours worked while classified as per diem for the purpose of determining longevity steps.

5.3.3 Premium Pay Eligibility.

PRN employees are not eligible for any benefit compensation, except Low Census pay, shift differential pay, holiday pay at time and one-half (1-1/2) if worked, on-call/call-back and the weekend differential.

5.4 Temporary Employee.

A temporary employee is an employee who is hired as an interim replacement or to fill a temporary full-time or part-time need, not expected to exceed one-hundred eighty (180) days, or, if greater than one hundred eighty days, then not to exceed the time required to recruit and orient a new bargaining unit employee. Temporary employees are not covered by this Agreement.

5.5 Traveler.

A Traveler is an individual who is placed on assignment by a contract agency for a period of time usually not to exceed 13 weeks. Travelers are not covered by this Agreement.

5.6 Probationary Period.

The first five hundred twenty (520) hours of work following orientation shall be the probationary period for all employees. Upon successful completion of this period, the employee shall be considered a regular employee unless specifically advised in writing by the Employer of an

extended probationary period, not to exceed an additional three hundred sixty (360) hours (actual work) in duration. During the probationary period, the employee may be disciplined or discharged without cause or notice and without recourse to the grievance procedure.

5.7 Straight Time Rate of Pay.

The straight time rate of pay shall be the base hourly rate, excluding any premiums, differentials, or overtime.

5.8 House Request.

House Request is unpaid hours and occurs when an employee is not needed due up to a one-shift reduction in force. There is no obligation to the employee to complete any part of the remainder of the regularly scheduled shift.

5.9 Low Census.

Low Census hours are paid hours (see Section 10.3) and occurs when an employee is regularly scheduled to work and Hospital census is low. The employee is required to be available via phone.

5.9.1 Call-In.

Call-in is paid hours (see Section 10.3) and occurs when an employee has been placed on Low Census and is called to work during the employee's regular shift.

5.10 On-Call.

On-call hours are paid hours (see Section 10.2) and do not begin until the completion of the employee's regularly scheduled shift or any earlier release.

5.10.1 Call-Back.

Call-back hours are paid hours (see Section 10.2.1) when an employee who has been placed on-call is called-back to work outside the employee's regularly scheduled shift or any earlier release.

ARTICLE 6 – EMPLOYMENT PRACTICES

6.1 Equal Opportunity and Harassment-Free Work Environment.

6.1.1 The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination and equal opportunity, and requiring employers to establish and maintain a harassment-free workplace.

6.1.2 An employee who is subject to, witnesses or suspects any violations of Section 6.1.1 shall immediately report the matter directly to his/her supervisor so that the Employer may discharge its legal obligation to timely conduct an appropriate investigation. An employee who is uncomfortable making such a report to the supervisor, regardless of the reason, shall report the matter to Human Resources. When making such a report to Human Resources, the employee may be accompanied by a shop steward or the employee's Union representative. The rights above are fully protected by federal and/or state law, which provides administrative and legal processes for the enforcement of said rights. Accordingly, challenges arising under this Article may be pursued only through Step Three

of the Grievance/Arbitration procedure specified in this Agreement, beyond which Employees shall utilize the federal and/or state processes for administrative/judicial resolution.

6.2 Notice of Resignation.

All employees are strongly encouraged to give at least four (4) weeks' written notice of resignation to their appropriate supervisor, but in no event shall an employee give less than twenty-one (21) calendar days' written notice of resignation. Failure to give notice shall result in loss of accrued Paid Time Off (PTO) pay. The Employer will give consideration to emergency situations that would make such notice by the employee impossible.

6.3 Discipline and Discharge.

The Hospital shall have the right to discharge, suspend or discipline any non-probationary employee within the bargaining unit for just cause.

It is recognized that the Hospital has the right to implement and enforce work rules, policies and procedures which shall not be inconsistent with this Agreement and which shall be made available to all employees with a copy being provided to the Union upon request. It is also recognized that discipline is corrective and that it will not be applied arbitrarily or capriciously.

Disciplinary action shall be determined in relation to the seriousness of the offense and shall, when appropriate, be progressive. The concept of progressive discipline shall not be interpreted to require the Employer to go through any specific number of steps (or in any particular order).

Discipline may include verbal and/or written reprimands, the possibility of suspension without pay, and discharge. The employee is to be informed what disciplinary action is being taken and what the future consequences might be if the offense is repeated.

An employee receiving discipline will be given a copy of that written record and shall sign the document to indicate receipt. Acknowledging receipt of that document shall not constitute an admission of any misconduct by the employee.

Any employee who is required to attend an investigatory interview and the employee reasonably believes that such interview could result in disciplinary action (for that employee) shall be entitled, but not required, to have a union representative present at such interview. Employees may be accompanied by the union steward or representative, however the Hospital is not required to unreasonably delay an investigatory interview. At that interview, the Union steward/representative shall not prevent, delay, or otherwise impair the Hospital from obtaining the employee's own contemporaneous account of the matter under investigation consistent with the Weingarten principles articulated by the United States Supreme Court.

6.4 Position Abandonment.

Except in circumstances clearly beyond the employee's control, an employee who has two (2) no-call, no-show violations, consecutive or cumulative, under the Employer's policy, in any twelve (12) month period, will be considered to have abandoned the position. A notice of presumption of abandonment will be sent by first-class mail to the last address reflected in the employee's personnel file within ten (10) calendar days thereafter, with a copy to the Union.

6.5 Job Descriptions and Evaluations.

All employees will be provided a job description setting forth the general parameters of their position. Employees will be formally evaluated in writing at completion of the probationary period and annually thereafter. Interim evaluations may be conducted as may be required. The evaluation is a tool for assessing the professional skills of the employee and for improving and recognizing the employee's performance. The employee will be given a copy of the evaluation. Employees will be required to sign the evaluation acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the employee's personnel file.

6.6 Personnel Files.

Personnel files shall be maintained in the Human Resources Department. Upon written request, an employee's personnel file will be made available at a mutually agreeable time for inspection by the employee in the Human Resources Office. Copies of counseling and warning notices, and evaluations will be maintained in the employee's personnel file.

6.6.1 Records.

Records shall be readily available for employees to determine their number of hours worked, low census hours, rate of pay, and accrued PTO. Any substantive changes in the Employer's personnel and operational policies for which employees are held accountable shall be available and communicated to employees.

6.7 Floating.

The Employer retains the right to change the employee's daily work assignment on a shift by shift basis to meet patient care needs. Employees will be expected to perform all clinical and other job functions for which they are qualified and trained to perform. Any disputes concerning such qualifications or training shall be subject to discussion with the Union prior to the administration of discipline. Employees required to float within the Hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the unit to which such employee is assigned. Where qualified, per diem employees will be the first to float.

6.8 Safety Procedures.

Appropriate safety equipment and procedures will be provided to and used by employees to reduce risk of injury, infection or contagion. Employees shall be familiar and act in compliance with any applicable health and safety policies, processes or programs. Employees are encouraged to bring their safety concerns to their manager and to the Environment of Care Committee, and the Employer shall give good faith consideration to all safety and staffing recommendations made by said Committee.

Any employee who suspects exposure to an infectious or contagious agent shall report it to their Manager/Supervisor and complete the appropriate incident form. If it is determined by CDC Guidelines that exposure has occurred and treatment is necessary, medication and/or follow-up studies will be provided at no cost to the employee, provided the exposure occurred at work and during working hours. Should an employee fail to comply with any required annual (or other) testing, or in the event that the exposure protocol is not followed, the employee shall not be scheduled to work until compliance is met.

ARTICLE 7 – SENIORITY

7.1 Definition.

Seniority shall be defined as an employee's continuous length of service as a full-time or part-time employee based upon hours worked with the Employer from most recent date of hire. Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire. Full-time and part-time employees who leave the bargaining unit and thereafter are allowed to return to the bargaining unit by the Employer within one (1) year without a break in service as an employee of the Employer shall have their seniority bridged and their seniority date adjusted to reflect the period of non-bargaining unit status. The seniority of an employee returning to the bargaining unit in this manner shall not be recognized or used until after the returning employee has obtained an initial full-time or part-time bargaining unit position.

7.2 Loss of Seniority.

Except as otherwise required by law, seniority and employment will be lost by any of the following:

- Any resignation from employment, including position abandonment under Section 6.4;
- Any termination of probationary employee, or any termination of a regular employee for cause;
- Absence from work for more than the maximum period of approved leave or the maximum period of recall rights;
- Failure to report to work on the first workday following the end of an approved leave of absence unless the employee has earlier received written approval for an adjusted return date;
- Failure to return to work on the date specified in any recall from layoff notice mailed (by first-class mail) at least seven (7) calendar days in advance to the last address listed in the employee's personnel file unless the employee has earlier received written approval for an adjusted return date; or
- Applying for or accepting employment or self-employment while on leave of absence unless the employee has earlier received written approval (which shall not be unreasonably withheld).

7.3 Layoff.

In the event of a departmental layoff, seniority shall be the determining factor in such layoff providing skill, competence, ability and experience are considered equal in the opinion of the Employer based upon the employee's job description, evaluations, and disciplinary record. The Employer will give every consideration to reassigning and reorienting employees to other departments prior to layoff. Employees shall be given fourteen (14) days' advance notification (or pay in lieu thereof) if a layoff is anticipated to exceed thirty (30) days in duration. At the request of either party, the Employer and the Union will meet to discuss the layoff.

7.3.1 Separation Agreement.

The Employer shall have the right to offer some period of separation pay and/or benefits to employees affected by a layoff which may be conditioned upon the signing of a general release of all claims and/or a waiver of recall rights.

7.4 Recall.

Employees who have been laid off shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, employees will be reinstated in the reverse order of layoff providing skill, competence, ability and experience are considered equal in the opinion of the Employer based upon the employee's job description and evaluations. Upon reinstatement, an employee shall have all previously accrued benefits and seniority restored. If an employee is not recalled to a comparable position, the employee shall have the right to the first available future comparable job opening that becomes available. This commitment shall terminate if the employee refuses to accept the offer of a comparable job opening or upon completion of twelve (12) consecutive months after layoff.

7.5 Job Opening.

Notice of staff employee positions to be filled shall be posted at least seven (7) days in advance of filling a position in order to afford presently employed employees the first opportunity to apply. Job postings shall include job title and department, position control (FTE) status, hours of work, and shift assignment. Transfer applications and job descriptions will be available in the Human Resources Department. To be considered for a job opening (including a change of shift), an employee must follow internal applicant procedures to submit an application. A separate application must be made for each position. Seniority shall be the determining factor in filling such vacancy provided skill, competence, ability and experience are considered equal in the opinion of the Employer. Every effort will be made to transfer employees to the new position as soon as practicable. Assignment to a new position shall require a new probationary period. All internal applicants will receive confirmation of whether or not they are selected for the opening.

7.5.1 Prior to any posting, the Employer shall determine whether to offer additional hours to employees in existing positions (FTEs) on a unit (*i.e.*, expand the hours of existing positions on the unit, by seniority) or to create a new position.

7.6 House Request and Low Census.

In order to cover House Request and Low Census the following order of call-off will be utilized:

1. Employees on overtime or premium pay;
2. Volunteers;
3. Per Diem employees;
4. Regular full-time and part-time employees, rotated on an equitable basis in accordance with the operational needs of the unit.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.1 Work Day.

For those employees working an eight (8) hour shift, the normal work day shall consist of eight (8) hours work to be completed within eight and one-half (8-1/2) consecutive hours, including a thirty (30) minute unpaid meal period to be taken during the employee's shift.

For those employees working a ten (10) hour shift, the normal work day shall consist of ten (10) hours work to be completed within ten and one-half (10-1/2) consecutive hours, including a thirty (30) minute unpaid meal period to be taken during the employee's shift.

For those employees working a twelve (12) hour shift, the normal work day shall consist of twelve (12) hours work to be completed within twelve and one-half (12-1/2) consecutive hours, including a thirty (30) minute unpaid meal period to be taken during the employee's shift. (At the employee's option, two thirty (30) minute unpaid meal periods may be taken during the employee's twelve hour shift.)

8.2 Work Period.

The normal full-time work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

8.3 Meal/Rest Periods.

All employees shall receive an unpaid meal period of one-half (1/2) hour, however, employees required to remain on duty or return to their unit to perform work duties during their meal period shall be compensated for such time at the appropriate rate of pay. It shall be the responsibility of the employee to notify the manager or designated supervisor on-shift if the employee believes that it will be necessary to miss a meal period; for employees with pre-scheduled meal periods the notification should be given at least thirty (30) minutes in advance. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. The application of this section shall be consistent with state law.

8.4 Overtime.

Employees who work in excess of forty (40) hours per week, or as applicable eighty (80) hours per two-week pay period, will be paid overtime pursuant to the federal Fair Labor Standards Act. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Overtime shall be authorized in advance whenever possible. If it is not possible on the day overtime is worked to secure authorization in advance, the employee shall record the overtime on the day the overtime is worked and the reasons therefore and the overtime documentation shall be given to the unit supervisor or designee at the earliest opportunity.

8.5 No Pyramiding.

There shall be no pyramiding or duplication of overtime pay and/or premium pay under any circumstances, nor will the same hours be counted twice, directly or indirectly, for any overtime purpose. When an employee is eligible for two (2) or more forms or types of overtime and/or premium pay at time and one-half (1-1/2) or above, the employee will only receive the highest pay rate. Premiums paid at time and one-half (1-1/2) or above for extra days/hours worked (unfilled

shifts, call-in on day off, scheduled weekend off worked) will not be included in any calculation of overtime.

8.6 Alternative Work Schedules.

Alternative work schedules are defined as schedules that require some additional modification or waiver to this Employment Agreement. Alternative work schedules may be established by the Employer with prior written notification to the Union. Upon request by the Union, the parties will promptly meet for the purpose of negotiating the terms and conditions of the new schedule. Where alternative work schedules are utilized, the Employer retains the right to revert back to the original schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after at least fifteen (15) days' advance notice to the employee(s) involved.

8.7 Posted Work Schedules.

The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. The Employer shall determine and post monthly work schedules ten (10) calendar days preceding the expiration of the current schedule. Schedules once posted may generally be amended only by mutual agreement, except for emergency conditions affecting safe operations or patient care. Any request for special scheduling shall be submitted to the supervisor at least twenty (20) calendar days prior to the issuance of the monthly schedule unless mutually agreed otherwise. Any changes in an employee's posted schedule to be initiated by the supervisor shall be discussed with the employee involved prior to making the change.

8.8 Shift Rotation.

Except as necessary in response to emergency conditions affecting safe operations or patient care, there shall be no rotation of shifts (day shift to night shift, or vice versa) without the consent of the individual employee involved.

8.9 Weekends.

The Employer will make a good faith effort to schedule all regular full-time and part-time employees for every other weekend off. In the event an employee is required to work two (2) consecutive weekends, the employee will receive the following two weekends off. Subject to supervisory approval, employees may request the trading of weekends, providing the schedule change does not place the Employer into an overtime or premium pay condition. The employee is responsible for finding his/her own replacement for trading a weekend after the schedule is posted or for any requested vacation time off that does not comply with the vacation request procedure (Article 11). The weekend shall be defined for day and evening shift employees as Saturday and Sunday. For night shift employees, the weekend shall be defined as Friday night and Saturday night. This provision shall not apply to an employee who is hired to work weekends or who requests to work additional weekend hours, nor to employees who voluntarily agree to more frequent duty or to employees who trade weekends with other employees for their own convenience or education time.

8.10 Additional Hours.

Full-time and part-time employees may request additional hours by notifying the appropriate staffing coordinator and immediate supervisor in writing. The Employer will endeavor to utilize employees making such a request before scheduling per diem employees, providing the employee is available and has the required skills, qualifications and experience, and the additional hours do

not create an overtime or premium pay condition. The Employer will attempt in good faith to offer additional shifts on a rotating basis.

8.11 Rest Between Shifts.

The Employer will endeavor to not schedule employees with less than ten (10) hours rest between shifts. In the event an employee is required to work with less than ten (10) hours' time off between scheduled shifts, all time worked within that ten (10) hour period shall be at time and one-half (1-1/2).

8.12 Report Pay.

The Employer will ensure that any employee who reports to work and is subject to low census upon arrival will be given the opportunity to work on that shift for at least two (2) hours in any capacity needed for which that employee is qualified. This commitment shall not apply if the Employer has made a good faith effort to notify the employee in advance of the scheduled shift and is unable to do so.

ARTICLE 9 – COMPENSATION

9.1 Adoption of Wage Scale. Effective the first full pay period following ratification of this Agreement, the Hospital agrees to adopt a formalized Wage Scale as described below, and as set forth in Appendix A. Upon implementation of said Wage Scale, the Hospital shall place all current employees on the wage step number that most closely corresponds to their existing rate of pay. In the event that the above placement results in an employee being assigned to a tenure-based “step” that is lower than the employee’s years of LMC service in that job classification, the employee will be reassigned to the next higher “step” for purposes of initial placement on said Wage Scale. No employee shall receive less than a \$0.35 per hour wage increase as a result of this initial placement.

In the event an employee remains assigned to a tenure-based step lower than his/her years of LMC service in that same job classification at the time of initial placement on the scale, said employee will receive one additional step increase (for a total of two) at the next scheduled step adjustment date effective January 16, 2022.

9.2 Step Increases. Six months following the above implementation date, all employees with one year or more of service at LMC will advance to the next higher Step indicated in Appendix A, with subsequent annual Step increases to occur on an annual basis at twelve month intervals. Employees having less than one year of service at LMC on the date of the Step Increase will advance to the next step on the next designated Step Increase date, following the completion of one year of service.

9.3 Effective the first anniversary of the above Wage Scale implementation, the Wage Scale shall be increased by **1.75%**.

9.4 Effective the second anniversary of the above Wage Scale implementation, the Wage Scale shall be increased by **2.0%**.

9.5 Effective the third anniversary of the above Wage Scale implementation, the Wage Scale shall be increased by **2.0%**.

9.6 All payroll actions described above shall occur on the first full pay period following the date specified.

9.7 Wage increases in excess of the above may be granted by the Hospital, provided that the amount of the increase shall be the same for all employees in that job classification.

9.8 During the term of this Agreement, the parties agree that the Hospital may, without bargaining with the Union, introduce, establish, modify, or terminate new employee incentive, bonus and/or recognition plans within the Hospital.

9.9 When evaluating applicants for employment, during the term of this Agreement, the Hospital shall assess and determine the appropriate amount of relevant experience to be credited to that applicant upon hire.

9.10 Paycheck errors shall be handled in the following manner:

Hospital errors resulting in underpayments to employees shall be corrected and an additional check for the underpayment amount shall be issued to the employee as soon as possible after that error is brought to the attention of Payroll.

Employee errors resulting in underpayments will generally be corrected no later than the next paycheck after an error has been identified. However, where the error results in an overpayment to the employee, that error shall be corrected by the same amount and over the same number of pay periods as that error(s) occurred, or may be deducted in a lump sum payment, at the employee's option.

ARTICLE 10 – PREMIUM PAY

10.1 Shift Differential.

Employees assigned to work the second shift (3-11:30 p.m.) 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 p.m. - 7:30 a.m.) shall be paid a shift differential of three dollars seventy-five cents (\$3.75) per hour. For purposes of shift differential, the rate to be used shall be the rate applicable to the shift on which fifty percent (50%) or more of the employee's regularly scheduled hours fall.

10.2 On-Call.

On-Call pay shall be paid at the rate of three dollars and fifty cents (\$3.50) per hour.

10.2.1 Call-Back.

An employee who has been placed on-call and is called-back shall be compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay. When called-back, on-call pay shall cease, and the employee shall receive time and one-half (1-1/2) the employee's regular rate of pay for a minimum of two (2) hours.

10.3 Low Census/Standby.

An employee who is placed on Low Census shall receive three dollars and fifty cents (\$3.50) per hour for each hour of Low Census. If called in to work during the regular shift, the employee shall be paid at the regular rate for all hours worked with a minimum of two (2) hours of work. If an employee is placed on Low Census Standby and is not called-back to work in the first half of his or her regularly scheduled shift, that employee may request to be placed on House Request.

10.4 House Request.

House Request refers to unpaid hours, and occurs when an employee is not needed due up to a one-shift reduction in force. There is no obligation to the employee to complete any part of the remainder of the regularly scheduled shift.

10.5 Weekend Differential Pay.

Any employee who works on a weekend shall receive, in addition to the employee's straight time rate of pay, three dollars and twenty-five cents (\$3.25) per hour. The weekend differential shall not be included in the regular rate of pay for any time and one-half (1-1/2) or other premium pay calculations. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. For employees working twelve (12) hour shifts the weekend shall be defined as all hours between 7:00 p.m. Friday and 7:30 p.m. Sunday.

ARTICLE 11 – PAID TIME OFF (PTO)

11.1 The Employer provides a Paid Time Off (PTO) bank which may be used for short-term illness, vacation, holiday, sick leave and other personal needs. PTO shall accrue on hours worked, Paid Time Off, Low Census, Voluntary Low Census and House Request, excluding overtime and call-back.

11.2 All full-time and part-time employees shall be eligible to participate in PTO.

11.3 Any employee may use PTO to replace the employee's normally-scheduled work hours, provided that PTO utilization shall not cause the employee's paid time to exceed his/her designated FTE, nor to exceed eighty (80) hours per pay period.

11.4 Variations.

The following variations from the Employer's PTO policy shall also be observed to address issues unique to this bargaining unit:

11.4.1 An employee who leaves the employment of the Employer shall be entitled to payment for any PTO benefits which may have accrued, provided the employee has complied with the resignation notice requirements of Article 6.2.

11.4.2 All PTO requests are subject to the Employer's operational and staffing requirements and must be scheduled in advance and approved by management. Employees will not be expected to find their own replacement when scheduling vacation time in accordance with this Article. No PTO will be scheduled that encompasses more than one of the three (3) seasonal holidays (Thanksgiving, Christmas or New Year's) and will be scheduled in conjunction with the holiday rotation.

11.4.3 Employees will make every effort to schedule PTO to begin in conjunction with their regularly scheduled weekend off. Employees will not be expected to find their own weekend relief, except as otherwise provided for in Section 8.9. In order to accommodate vacation requests, it may be necessary to request that the employee work an additional weekend without premium pay.

11.4.4 Employees will have the option to use PTO in lieu of House Request time and Low Census time (if the employee is not called-in to work).

11.4.5 Prime Time. A Prime Time vacation period shall be defined as June 1 through September 15 of each year. The Prime Time request period shall be from January 1 through March 31 of each year. If there are no conflicting requests for vacation time by two or more employees within a unit during the request period, seniority shall prevail. In the event there are conflicting requests, then the same vacation period may not be granted to the same person annually and will be rotated equitably. The Unit Director or designee shall post the approved vacation schedule by each April 15. Requests for Prime Time vacation submitted after the request period will be granted on a first-come first-serve basis. As a general rule, no more than three (3) weeks' vacation may be taken during Prime Time. Special requests for more than three (3) weeks may be considered after all vacation requests for Prime Time have been scheduled and posted.

11.4.6 Non-Prime Time. An employee requesting a vacation outside of Prime Time shall request the desired vacation time as far in advance as possible, but not less than two (2) weeks before the work schedule is posted. If the request for vacation is more than sixty (60) days from the date of submittal, the Employer will make a good faith effort to respond to the employee as soon as is practical, but not less than thirty (30) days prior to the posting of the work schedule in which the vacation request has been made. Employees may not submit a request for PTO which would include any time during the week of Thanksgiving day, the week of Christmas day, or the week of New Year's day more than three (3) months in advance if the employee was scheduled PTO that Holiday week the previous year. The previous years' Holiday schedule will be kept by the supervisor for the employees to review.

11.5 PTO Accrual Rates.

| Years of Service | Accrual Rate Per Paid Hour | Annual PTO Accrual Days | Annual PTO Accrual Hours | Maximum PTO Bank (Hours) |
|------------------|----------------------------|-------------------------|--------------------------|--------------------------|
| 0 – 4 | .09615 | 25* | 200* | 300 |
| 5 – 9 | .11153 | 29* | 232* | 348 |
| 10 – 14 | .13077 | 34* | 272* | 408 |
| 15+ | .13846 | 36* | 288* | 432 |

*Based on 80 hour schedule (per pay period) and 8 hour work days. **Inclusive of the 0.025/hour accrual pursuant to the WPSL, the hourly accrual of which shall not be capped.

11.6 Changes to PTO.

The parties agree that the Employer will provide the Union with forty-five (45) calendar days advance notice of any administrative changes to the PTO policy. The Union retains the rights to demand to bargain regarding changes related to the PTO policy.

ARTICLE 12 – HOLIDAYS

12.1 Recognized Holidays.

The following days will be observed as fixed holidays, with the Employer to publish a list of the dates of observation by January 31 of each year:

- | | |
|-----------------|------------------|
| New Year’s Day | Labor Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Fourth of July | |

12.2 Work on Holidays.

Any employee required to work on a holiday shall be paid at time-and one-half (1-1/2) the employee’s regular rate of pay.

Holiday pay shall be paid for all hours worked between 7:00 p.m. the eve of the holiday until 7:30 p.m. the day of the holiday, except for the July 4th holiday. For the July 4th holiday, holiday pay shall be paid for all hours worked between 7:00 a.m. on July 4th to 7:30 a.m. on July 5th.

12.3 Holiday Rotation.

Holiday work shall be rotated by the Hospital.

ARTICLE 13 – MEDICAL AND INSURANCE

13.1 Group Medical/Dental Insurance.

Participation and Plans. During the life of this Agreement, and assuming the following benefit plans continue in existence, the Hospital will offer eligible full-time and part-time employees the opportunity to participate in available plans on the same terms and conditions as such plans are offered to other Lourdes hourly non-bargaining unit employees (i.e., medical and wellness plans, dental plans, visions plans, life and AD&D insurance, short-term and long-term disability insurance, and flexible spending accounts) as well as the 401(k) savings plan.

Contribution Rates. Except as limited below per Section 4, the contribution rates paid by employees for coverage under any of the plans mentioned above shall be the same as those similarly situated non-bargaining employees of the Hospital. If any of the rates are increased or decreased for any hourly non-union employees during the duration of this Agreement, they shall be increased or decreased for bargaining unit employees in the same amount.

Amendment or Termination of Plans. The Hospital may amend or terminate any of the plans referred to in this Article. No termination or amendment of any plan, nor any issues relating to administration or application of such plans may be subject to the grievance or arbitration provisions of this Agreement.

Medical & Wellness Plans. The Hospital will implement optional employee wellness discounts under which employees' future annual Health & Welfare premium increases for the life of this Agreement will be limited to twelve percent (12%) per year. Premium increases for employees who do not take advantage of those wellness discounts shall not exceed the Hospital's fifty percent (50%) of the year-over-year cost increases to provide such coverage.

13.2 Plan Changes.

In the event the Employer modifies any of its current health & welfare plans or provides for alternative plans(s), the Employer will notify the union in writing of the plan changes. During the thirty (30) day period following this notification, the union may provide the Employer with its comments and input regarding the changes for the Employer's consideration. The Employer reserves the right to implement the plan changes following the thirty (30) day review period.

13.3 Health Tests.

At the time of employment, the Employer shall provide screening for immunity to measles, mumps, rubella, varicella and Hepatitis B at no cost to the employee. In accordance with Hospital policy, employees shall be provided Hepatitis B vaccine and follow-up screening at no cost to the employee. Whole blood test to measure immunity to TB or purified protein derivative (PPD) is required at the time of employment. In the event a chest x-ray is recommended the Employer will provide a chest X-ray at no cost to the employee. Compliance with these requirements is a condition of employment.

Completion of an annual TB questionnaire may be required. Should the employee fail to comply, the employee shall not be scheduled to work until compliance is met.

13.4 Liability Coverage.

Employees on duty for the Employer, and performing in accordance with the Employer's job description, policies and/or procedures, shall be covered by the Employer's liability coverage. If the employee is operating outside of the job description, policies and/or procedures, the employee may not be covered. Nothing in this provision shall be interpreted as a waiver of any coverage otherwise available under the terms of the Employer's liability plan.

ARTICLE 14 – LABOR-MANAGEMENT COMMITTEE

The Union and the Hospital agree to establish a Labor-Management Committee for the purposes of discussing topics of mutual concern, to include concerns regarding workplace safety.

The Committee shall not discuss disciplinary matters, pending grievances, or any issues relating to contract negotiations. The Committee shall be comprised of no more than four (4) management representatives chosen by the Hospital and no more than four (4) employee representatives chosen by the Union (who shall be employees of the Hospital). In addition, the Union Field Representative and the Human Resources Director, or their designee(s), may serve as resources to the Committee. Each party shall name a spokesperson to coordinate Committee activities.

The Committee shall meet at mutually agreed upon times, once per quarter, unless otherwise mutually agreed. Meetings shall last no more than one (1) hour each, unless the parties mutually agree to extend. An agenda for the meeting shall be submitted by either or both parties seven (7)

days in advance, with staffing and workplace safety included as standing agenda items. Other than standing agenda items mutually agreed upon by the Committee, any other topic to be discussed must be included in the agenda or mutually agreed to at the time of the meeting. Committee members may make recommendations on topics of mutual concern, including staffing and workplace safety. The Committee members' recommendations on staffing and workplace safety shall be given good faith consideration.

ARTICLE 15 – LEAVES OF ABSENCE

15.1 Administration of Leaves.

15.1.1 In General.

All leaves are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer. A leave of absence shall commence on the first day of absence from work.

15.1.2 Leave With Pay.

Leave with pay shall not alter an employee's anniversary date of employment or otherwise affect the employee's compensation or status with the Employer.

15.1.3 Leave Without Pay.

A leave without pay of thirty (30) days or less will not alter an employee's anniversary date of employment and the employee, upon return from the leave, will be reinstated to the individual's prior position. Except as otherwise provided for herein, a leave without pay exceeding thirty (30) days will result in an adjustment to the employee's anniversary date to reflect the length of the leave. Upon return from the leave, the employee will be given the first available position for which the employee is qualified.

15.1.3.1 Continuing Health Coverage.

Full-time and part-time employees who are granted an unpaid leave of absence will be allowed to continue group health coverage provided by the Employer at the employee's cost for a period not to exceed three (3) months. Health insurance at the employees cost will be available for reasons of disability and maternity leaves for a period not to exceed six (6) months.

15.2 Maternity Leave.

Maternity leave shall be available to eligible employees in accordance with applicable state and federal laws.

15.3 Family Leave Act (FLA) – Washington State RCW 49.78.

The Employer will provide Paid Family and Medical Leave benefits through the State-run insurance program and in accordance with the laws of the State of Washington. Leave under the Washington State Family Leave Act (FLA) shall be available to eligible employees in accordance with state law.

15.4 Family and Medical Leave Act (FMLA).

Leave under the federal Family and Medical Leave Act (FMLA) shall be available to eligible employees in accordance with federal law. If a particular period of leave qualifies under both the federal FMLA and State law, the leaves shall run concurrently.

15.5 General Leave.

Employees who are unavailable for work due to personal illness and who do not qualify for FML, may request a General Leave of Absence. In addition, employees may request a General Leave for a variety of reasons and/or situations that may be deemed justified and approved by management.

A. Eligibility. Full-time and part-time benefit eligible employees are eligible to request and be granted a General Leave of Absence regardless of length of service. All LOA requests must be filed with the Leave Administrator by telephone or Website (see Attachment A) along with the required certifications. When possible, the leave must be submitted well in advance (at least 2 weeks) of the start date of the LOA in order to avoid disruption to the business operation of the department.

B. All requests for a General LOA are reviewed by Human Resources in conjunction with the appropriate Department Director for recommendation for approval prior to processing. A General LOA may be granted at facility discretion for a time period not to exceed twelve (12) weeks in a rolling twelve (12) month time period. The duration of a LOA for an occupational injury may exceed twelve (12) weeks where required by law.

NOTE: The total amount of LOA in one rolling 12-month time period may not exceed 20 weeks (12 weeks of FMLA + 8 weeks of General Leave) unless for the care of a Military Member, a qualifying exigency, or otherwise required by law.

C. If the employee is requesting a General LOA as a result of personal illness, he/she must submit the request and required certification as soon as it appears the employee will remain medically unable to work beyond the expiration of his/her Vacation/PTO/EIB accrual balances, if any. A General leave of absence of up to 8 weeks may also be requested to extend the employee's leave time after having exhausted leave available under the FML unless 26 weeks of leave were exhausted under the National Defense Authorization Act. The LOA request must be accompanied by a physician's statement detailing the employee's specific condition, the date the illness began (or is expected to begin), the date the employee is expected to be able to return to work, and any additional information that may be required at the Employer's discretion.

NOTE: Failure to provide the requested information in a timely manner may result in denial of the LOA and/or disciplinary action up to and including termination.

D. For leave based on personal illness, the Employer reserves the right, at any time, to require proof or medical verification of an employee's ability or inability to work. Such proof or verification may include periodic reports from, or consultation with, the employee's physician, an examination by a physician selected by the Employer, or other methods chosen by the Employer.

E. This policy is intended to be applied in conjunction with the conditions stipulated in the Family and Medical Leave Act (FML) provisions contained in the Family and Medical Leave policy.

F. Eligibility for Reinstatement. Unless applicable federal, state or local law requires otherwise, an employee seeking reinstatement from a General Leave is not guaranteed reinstatement to his/her former position. The employee may apply for any available position for which he/she is qualified, at the rate of pay for the new position. If there are no such positions available or the employee declines an offer of reinstatement to any full or part-time position, the employee will be terminated.

G. If the employee does not return to work by the end of the General LOA and/or if the LOA exceeds twelve (12) weeks, the employee will be terminated, unless the Employer is otherwise required by law to provide an extension.

H. Benefits – Paid General Leave using Vacation/PTO/EIB. During a General Leave, medical and other (dental, vision, FSA) insurance coverage will remain in effect while Vacation/PTO/EIB are used and employee contributions for benefits are deducted from pay up to a maximum of 20 weeks (5 months) except where additional leave is required by law, such as a reasonable accommodation for a disability. Life, STD, LTD and AD&D coverage will remain in effect while Vacation/PTO/EIB is used and employee contributions are deducted from pay up to a maximum of 20 weeks except where additional leave is required by law, such as a reasonable accommodation for a disability.

I. Unpaid General Leave. The employee must pay his/her benefit premiums directly to the Human Resources Department or third party administrator if General Leave is unpaid or at the time Vacation/PTO/EIB is exhausted. If the employee's portion of any premium is not paid within 30 days of its due date, his/her insurance coverage will terminate.

Employees may choose not to continue insurance coverage during leave. If an employee elects not to continue coverage during leave, the employee will have the option to re-enroll upon his/her return from leave.

Once benefits terminate, the employee may continue medical, dental, vision and/or FSA coverage by electing COBRA. Life insurance may be continued by applying for continuation, within 30 days of coverage ending, through the Portability and Conversion options available under the plan. For additional information please contact the Benefit Service Center.

J. Accrual of paid benefits while on leave. Paid benefit time (Vacation/PTO, Holiday or EIB) does not continue to accrue during a paid or unpaid General Leave of Absence. However, employees retain benefits accrued prior to, but not used during, the leave. The employee's credit for length of service is protected, but the employee's anniversary date may be adjusted to reflect the time away from work.

K. Regular status reports required. While on General Leave, the employee must report to Human Resources Department at least every month on his/her status, indicating whether he/she intends to return to work and when, if known. Failure to comply with such requests may result in the leave being canceled.

15.6 Jury Duty.

Jury Duty leave shall be available to eligible employees to a maximum of 80 hours per occurrence in accordance with the Hospital's policies regarding same.

15.7 Bereavement Leave.

Bereavement Leave shall be available to eligible employees in accordance with the Hospital's policies regarding same.

15.8 Military Leave.

Military Leave will be granted in accordance with State and Federal regulations.

ARTICLE 16 – STAFF DEVELOPMENT

16.1 Orientation.

New personnel shall receive an orientation of sufficient duration and content to prepare them for their specific duties and responsibilities. Orientation shall be based on the educational needs identified by assessment of the individual's ability, knowledge and skills, determined by the unit supervisor.

16.2 Orientation Objectives.

The objectives of orientation shall be (a) to familiarize new personnel with the philosophy and objectives of the Employer, (b) to orient new personnel to policies and procedures; and to their functions and responsibilities as defined in the job description, and (c) to provide a clinical learning experience specific to unit and shift assigned. Orientation will consist of a general orientation, followed by unit orientation.

16.3 Inservice Education.

Inservice Education is defined as programs planned by the Hospital for the education of personnel. The purpose of inservice education is (a) to promote the safe and intelligent care of the patient; (b) to develop staff potential; and (c) to create an environment that stimulates learning, creativity and personal satisfaction. To the extent feasible, such programs will be conducted at times convenient to all shifts and, if mandatory, will be so designated. Employees who attend mandatory programs on off-duty time will be paid at the straight-time hourly rate. If employees are required to attend mandatory inservice programs before or after their regularly scheduled shift, and are in an overtime situation, they will be paid at the overtime rate of pay.

16.4 Continuing Education.

Continuing education is defined as programs aimed at helping employees keep up-to-date with new concepts; increasing technical knowledge, understanding and competence; developing ability to analyze problems; and improving interpersonal skills.

16.4.1 Paid Professional/Educational Development at the Employer's Request (other than monthly staff meetings).

When the Employer makes attendance at a specific inservice, workshop or educational program mandatory, attendance shall be considered as time worked and shall be paid at the appropriate rate for the hours of attendance. Depending upon the location of the class, the employee may be eligible for travel time upon approval of the Hospital. The Employer

shall also pay all tuition and legitimate expenses related to a mandatory educational program.

16.4.2 Paid Professional/Educational Development at Employee's Request. After successful completion of the probationary period, an employee shall be permitted time off to attend continuing education programs, subject to the operational needs of the department. Requests for financial assistance to attend such programs shall be evaluated by the Hospital based upon the value of the program to the operational needs of the department.

16.5 Unpaid Professional/Educational Leave.

After one (1) year of continuous employment, the employee may apply for a leave of absence of up to one (1) year without pay, for study approved by the Employer, without loss of prior seniority.

16.6 Tuition Reimbursement.

The Employer provides a tuition reimbursement program for full-time and eligible part-time employees, and it shall be made available to employees covered by this Agreement on the same terms and conditions as to other Lourdes employees.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 Grievance Defined.

A grievance is defined as an alleged breach of the terms and conditions of this Agreement.

17.2 Time Limits.

The time limits set forth in the grievance procedure may only be extended by mutual agreement of the Union and the Hospital, and shall be confirmed in writing by the parties. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed withdrawn and shall not thereafter be subject to the grievance procedure.

17.3 Grievance Procedure.

It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. A grievance must be submitted to the following grievance procedure:

Step 1. Immediate Supervisor

If any employee has a grievance, the employee shall first discuss the issue in person with the employee's immediate supervisor. If that discussion fails to resolve the grievance, a written grievance may be filed within fourteen (14) calendar days from the date the employee had knowledge that the grievance existed. The written grievance will set forth the general facts supporting the grievance, and the alleged contractual violation. The Immediate Supervisor will investigate the grievance, and shall respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Department Director

If the grievance is not resolved to the employee's satisfaction at Step 1, the employee shall present the grievance to the employee's Department Director within fourteen (14) calendar days of the

written Step One decision. A conference between the employee (and the Bargaining Unit Representative if requested by the employee) and the Department Director (and/or designated representative) shall be held. The Department Director shall issue a written reply within fourteen (14) calendar days following the grievance meeting. In the event the Department Director is also the employee's immediate supervisor, Step 2 grievances shall be directed to the Hospital's Chief Nursing Officer.

Step 3. Chief Executive Officer

If the grievance is not resolved at Step 2 to the employee's satisfaction, the grievance shall be referred in writing to the Chief Executive Officer (and/or designated representative) within fourteen (14) calendar days of the Hospital's Step 2 decision. The Chief Executive Officer (and/or designee) shall meet with the employee and the Union Representative within fourteen (14) calendar days for the purpose of resolving the grievance. The Chief Executive Officer (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations and procedures specified herein, the Union may submit the issue to arbitration. To do so, the Union shall submit a written request to the Employer's Director of Human Resources (or designee) within fourteen (14) calendar days following the receipt of the written reply from the Chief Executive Officer or designee.

The Employer and the Union will select an arbitrator with the moving party to contact the other party within fourteen (14) calendar days of a request for arbitration and to select an arbitrator. After notification that the grievance is submitted for arbitration, the parties will attempt to agree on an arbitrator. If the Employer and Union fail to agree on an arbitrator within fourteen (14) calendar days of the request for arbitration, the moving party will request from the Federal Mediation and Conciliation Service ("FMCS") a list of nine (9) arbitrators with healthcare experience. The parties will alternately strike names from the panel, with the moving party striking the first name, until one (1) name remains, who shall serve as arbitrator.

The arbitrator's decision shall be final and binding on the Employer and the Union. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the terms 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. Furthermore, the Arbitrator shall have no authority to substitute his judgment for that of the Employer or its management in any matter where this Agreement has specified whose judgment will be used or where the right or matter in question has been reserved to the Employer. 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.

Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requesting an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost (including the cost of providing the arbitrator with the official record) shall be equally divided between the parties. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and

every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

If there is an issue as to whether a grievance is arbitrable (procedural arbitrability) under this Agreement, no arbitrator may hear or decide both the merits and the issue of arbitrability in a single arbitration hearing unless both Parties specifically agree to such a submission in a single writing. Where separate arbitration hearings are held on the merits and the issue of arbitrability the parties agree that the same arbitrator shall be used unless otherwise mutually agreed. Where separate arbitration hearings are held on the merits and the issue of arbitrability, the arbitration hearing on the merits shall be scheduled not less than two (2) weeks following the issuance of the arbitrator's decision on the question of arbitrability.

17.4 Union Presence.

The Union Representative shall have the right to be present at any step of this procedure.

17.5 Union Grievance.

The Union may initiate a grievance on behalf of an individual employee using the step process described herein. The Union may initiate a grievance on behalf of a group of employees if the grievance is submitted in writing to the Director of Human Resources within fourteen (14) calendar days from the date of its occurrence.

17.6 Mediation.

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

17.7 Termination.

This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement is extended by the mutual written consent of the parties. Grievances arising during the term of the Agreement 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 this grievance procedure.

ARTICLE 18 – UNINTERRUPTED PATIENT CARE

18.1 No Strike.

It is recognized that the Hospital is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon the Hospital, employees, and the Union. The Union, its officers, agents, representatives, and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, sympathy strike, informational or other picketing, or slowdown, concerted refusal to work overtime, or any other restrictions, interference with, or interruption of work at any of hospital operations, during the term of this Agreement. Employees, while acting in the course

of their employment (including reporting to work), shall not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Hospital against any employee or employees, selectively or as a group, engaged in a violation of this Article. In the event of a claimed violation of this Article, the Hospital shall have the right, without waiving any of its other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action and damages. The Employer will notify the Union in writing if employees engage in such activity. In the event of any activity prohibited by this Article, the Union, its officers, agents, and representatives will take appropriate steps to end or avert same, including notifying all employees of the Union's disapproval of such action and instructing such employees to cease such actions and return to work.

18.2 Lockout.

There shall be no lockout of employees during the life of this Agreement. The layoff of employees covered by this Agreement for any economic reason or natural disaster shall not be construed to be a lockout for purposes of this Agreement.

ARTICLE 19 – GENERAL PROVISIONS

19.1 State and Federal Laws.

This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules, regulations or orders of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, either party may request the commencement of negotiation for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement or amendment for such provision.

19.2 Past Practices.

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Hospital having general applicability to all employees of the Employer (but not including policies relating to wages and benefits) and any subsequent personnel policies, rules and regulations that may in the sole discretion of the Employer be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

ARTICLE 20 – DURATION

This Agreement shall be effective upon ratification by the Union, and shall continue in effect without change, addition or amendment for four (4) years, through July 22, 2025. This Agreement shall automatically be renewed and extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this Agreement, or any subsequent anniversary date of same if this Agreement is automatically

renewed or extended in accordance with this Article, of its intention to terminate or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the 23rd day of July, 2021.

LOURDES MEDICAL CENTER

UFCW LOCAL 21



CEO



President

APPENDIX A – WAGE SCALE

| Year | Surgical Support Aides, Diagnostic Imaging Clerks, Central Processing Aides, Certified Nursing Assistants, Aid Rehab, Sterile Processing Aid | | | | Central Processing Coordinator, Telemetry Monitor Tech, Health Unit Coordinators, CNA + HUC and/or Telemetry | | | |
|------|--|----------|----------|----------|--|----------|----------|----------|
| | 2021 | 2022 | 2023 | 2024 | 2021 | 2022 | 2023 | 2024 |
| 1 | \$ 14.40 | \$ 14.65 | \$ 14.95 | \$ 15.24 | \$ 14.50 | \$ 14.75 | \$ 15.05 | \$ 15.35 |
| 2 | \$ 14.62 | \$ 14.87 | \$ 15.17 | \$ 15.47 | \$ 14.72 | \$ 14.98 | \$ 15.27 | \$ 15.58 |
| 3 | \$ 14.84 | \$ 15.09 | \$ 15.40 | \$ 15.70 | \$ 14.94 | \$ 15.20 | \$ 15.50 | \$ 15.81 |
| 4 | \$ 15.06 | \$ 15.32 | \$ 15.63 | \$ 15.94 | \$ 15.16 | \$ 15.43 | \$ 15.74 | \$ 16.05 |
| 5 | \$ 15.28 | \$ 15.55 | \$ 15.86 | \$ 16.18 | \$ 15.39 | \$ 15.66 | \$ 15.97 | \$ 16.29 |
| 6 | \$ 15.51 | \$ 15.78 | \$ 16.10 | \$ 16.42 | \$ 15.62 | \$ 15.89 | \$ 16.21 | \$ 16.54 |
| 7 | \$ 15.75 | \$ 16.02 | \$ 16.34 | \$ 16.67 | \$ 15.85 | \$ 16.13 | \$ 16.46 | \$ 16.78 |
| 8 | \$ 15.98 | \$ 16.26 | \$ 16.59 | \$ 16.92 | \$ 16.09 | \$ 16.37 | \$ 16.70 | \$ 17.04 |
| 9 | \$ 16.22 | \$ 16.51 | \$ 16.84 | \$ 17.17 | \$ 16.33 | \$ 16.62 | \$ 16.95 | \$ 17.29 |
| 10 | \$ 16.46 | \$ 16.75 | \$ 17.09 | \$ 17.43 | \$ 16.58 | \$ 16.87 | \$ 17.21 | \$ 17.55 |
| 11 | \$ 16.71 | \$ 17.00 | \$ 17.34 | \$ 17.69 | \$ 16.83 | \$ 17.12 | \$ 17.46 | \$ 17.81 |
| 12 | \$ 16.96 | \$ 17.26 | \$ 17.60 | \$ 17.96 | \$ 17.08 | \$ 17.38 | \$ 17.73 | \$ 18.08 |
| 13 | \$ 17.22 | \$ 17.52 | \$ 17.87 | \$ 18.23 | \$ 17.34 | \$ 17.64 | \$ 17.99 | \$ 18.35 |
| 14 | \$ 17.48 | \$ 17.78 | \$ 18.14 | \$ 18.50 | \$ 17.60 | \$ 17.90 | \$ 18.26 | \$ 18.63 |
| 15 | \$ 17.74 | \$ 18.05 | \$ 18.41 | \$ 18.78 | \$ 17.86 | \$ 18.17 | \$ 18.54 | \$ 18.91 |
| 16 | \$ 18.00 | \$ 18.32 | \$ 18.68 | \$ 19.06 | \$ 18.13 | \$ 18.45 | \$ 18.81 | \$ 19.19 |
| 17 | \$ 18.27 | \$ 18.59 | \$ 18.97 | \$ 19.34 | \$ 18.40 | \$ 18.72 | \$ 19.10 | \$ 19.48 |
| 18 | \$ 18.55 | \$ 18.87 | \$ 19.25 | \$ 19.63 | \$ 18.68 | \$ 19.00 | \$ 19.38 | \$ 19.77 |
| 19 | \$ 18.83 | \$ 19.16 | \$ 19.54 | \$ 19.93 | \$ 18.96 | \$ 19.29 | \$ 19.67 | \$ 20.07 |
| 20 | \$ 19.11 | \$ 19.44 | \$ 19.83 | \$ 20.23 | \$ 19.24 | \$ 19.58 | \$ 19.97 | \$ 20.37 |
| 21 | \$ 19.39 | \$ 19.73 | \$ 20.13 | \$ 20.53 | \$ 19.53 | \$ 19.87 | \$ 20.27 | \$ 20.67 |

APPENDIX A (cont'd.)

| Year | Emergency Department Coordinators | | | | Certified Medical Assistant/Anticoagulation | | | |
|------|-----------------------------------|----------|----------|----------|---|----------|----------|----------|
| | 2021 | 2022 | 2023 | 2024 | 2021 | 2022 | 2023 | 2024 |
| 1 | \$ 15.70 | \$ 15.97 | \$ 16.29 | \$ 16.62 | \$ 16.00 | \$ 16.28 | \$ 16.61 | \$ 16.94 |
| 2 | \$ 16.01 | \$ 16.29 | \$ 16.62 | \$ 16.95 | \$ 16.24 | \$ 16.52 | \$ 16.85 | \$ 17.19 |
| 3 | \$ 16.33 | \$ 16.62 | \$ 16.95 | \$ 17.29 | \$ 16.48 | \$ 16.77 | \$ 17.11 | \$ 17.45 |
| 4 | \$ 16.66 | \$ 16.95 | \$ 17.29 | \$ 17.64 | \$ 16.73 | \$ 17.02 | \$ 17.36 | \$ 17.71 |
| 5 | \$ 16.99 | \$ 17.29 | \$ 17.64 | \$ 17.99 | \$ 16.98 | \$ 17.28 | \$ 17.62 | \$ 17.98 |
| 6 | \$ 17.33 | \$ 17.64 | \$ 17.99 | \$ 18.35 | \$ 17.24 | \$ 17.54 | \$ 17.89 | \$ 18.25 |
| 7 | \$ 17.68 | \$ 17.99 | \$ 18.35 | \$ 18.72 | \$ 17.50 | \$ 17.80 | \$ 18.16 | \$ 18.52 |
| 8 | \$ 18.03 | \$ 18.35 | \$ 18.72 | \$ 19.09 | \$ 17.76 | \$ 18.07 | \$ 18.43 | \$ 18.80 |
| 9 | \$ 18.40 | \$ 18.72 | \$ 19.09 | \$ 19.47 | \$ 18.02 | \$ 18.34 | \$ 18.71 | \$ 19.08 |
| 10 | \$ 18.76 | \$ 19.09 | \$ 19.47 | \$ 19.86 | \$ 18.29 | \$ 18.61 | \$ 18.99 | \$ 19.37 |
| 11 | \$ 19.14 | \$ 19.47 | \$ 19.86 | \$ 20.26 | \$ 18.57 | \$ 18.89 | \$ 19.27 | \$ 19.66 |
| 12 | \$ 19.52 | \$ 19.86 | \$ 20.26 | \$ 20.67 | \$ 18.85 | \$ 19.18 | \$ 19.56 | \$ 19.95 |
| 13 | \$ 19.91 | \$ 20.26 | \$ 20.67 | \$ 21.08 | \$ 19.13 | \$ 19.46 | \$ 19.85 | \$ 20.25 |
| 14 | \$ 20.31 | \$ 20.67 | \$ 21.08 | \$ 21.50 | \$ 19.42 | \$ 19.76 | \$ 20.15 | \$ 20.55 |
| 15 | \$ 20.72 | \$ 21.08 | \$ 21.50 | \$ 21.93 | \$ 19.71 | \$ 20.05 | \$ 20.45 | \$ 20.86 |
| 16 | \$ 21.13 | \$ 21.50 | \$ 21.93 | \$ 22.37 | \$ 20.00 | \$ 20.35 | \$ 20.76 | \$ 21.18 |
| 17 | \$ 21.55 | \$ 21.93 | \$ 22.37 | \$ 22.82 | \$ 20.30 | \$ 20.66 | \$ 21.07 | \$ 21.49 |
| 18 | \$ 21.98 | \$ 22.37 | \$ 22.82 | \$ 23.27 | \$ 20.61 | \$ 20.97 | \$ 21.39 | \$ 21.82 |
| 19 | \$ 22.42 | \$ 22.82 | \$ 23.27 | \$ 23.74 | \$ 20.92 | \$ 21.28 | \$ 21.71 | \$ 22.14 |
| 20 | \$ 22.87 | \$ 23.27 | \$ 23.74 | \$ 24.21 | \$ 21.23 | \$ 21.60 | \$ 22.03 | \$ 22.48 |
| 21 | \$ 23.33 | \$ 23.74 | \$ 24.21 | \$ 24.70 | \$ 21.55 | \$ 21.93 | \$ 22.37 | \$ 22.81 |

ATTACHMENT A

INSERT HERE

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

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