

Agreement by and between **UFCW 3000** and **Mason General Hospital**

**Professional, Technical, Business Office,
Service & LPN Unit**

Effective Through: 6-30-2024

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: 206-436-6570

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AGREEMENT

By and Between

MASON GENERAL HOSPITAL

and

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 21

THIS AGREEMENT is by and between Public Hospital District No. 1 of Mason County, Washington, operating Mason General Hospital, hereinafter referred to as the "Hospital" or "Employer", and UFCW Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union."

ARTICLE 1 - GOALS

1.1 Patient Care. This Agreement has the mutual purpose of providing optimum patient care through equitable employment relations and working conditions.

1.2 Education. Further, it is mutually agreed that optimum patient care can only be provided where a concerted effort is made to promote and provide special and continuing health education programs.

1.3 Professional. Both the Hospital and the Union agree that all employees should seek continuous advancement in their skills and knowledge. That they should seek registration or certification at the earliest possible time to reach full professional status. Progression toward this goal will be the one factor to be considered in rating an employee for applicable promotion.

ARTICLE 2 - RECOGNITION

The Hospital recognizes the Union as the representative for all employees in the Laboratory, Diagnostic Imaging, Licensed Practical Nurses, Respiratory Therapy, Pharmacy, Business Office, Registration Services, Health Information Management, and Materials Departments who are regularly scheduled twenty (20) or more hours per week, excluding Department Heads, Supervisors, Temporary Employees, Relief Employees, Per Diem Employees, and Students.

ARTICLE 3 - UNION SECURITY

3.1 Current Members. All members now in the Union shall remain members of the Union in good standing for the duration of this Agreement unless they revoke their membership as follows. Members may revoke their membership according to the terms of their authorization form. Upon request employees shall promptly receive notice of their next membership election period from a Union Membership Services Representative. Non-members have the choice to pay or not pay an agency fee to the Union for representation services equivalent to the Union dues. Regardless of whether an employee covered by Article 1 is a member of the Union, they are governed by this Agreement.

3.2 New Employees. All new employees hired subsequent to the date of signing this Agreement shall, within thirty-one (31) days from the date of their employment, elect to:

- a. become a member of the Union;
- b. not become a member of the Union.

Non-members have the choice to pay or not pay an agency fee to the Union for representation services equivalent to the Union dues.

3.3 Wage Deduction. During the term of this Agreement, the Employer shall deduct dues or agency fees from the pay of each member or non-member of the Union who voluntarily executes a wage assignment authorization form. Employees may elect to begin deduction of their dues or agency fee payments, or to terminate deduction of their dues or agency fee payments, according to the terms of their authorization form. Upon request employees shall promptly receive notice of their next dues deduction election period from a Union Membership Services Representative. Such election to begin or to terminate wage deductions shall be submitted in writing to the Union with a copy to the Employer, and shall become effective on the following regular pay period. The amount deducted and a roster of all employees using payroll deduction will be transmitted bi-weekly to the Union by a 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 or agency fees 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. Regardless of whether an employee covered by Article 1 elects to pay dues or an agency fee to the Union, they are governed by this Agreement.

3.4 Roster. Each month, the Employer shall supply to the Union a list of all employees covered by this Agreement. This list shall include the name, address, telephone number, Social Security Number, work location (if applicable), date of hire, rate of pay, FTE status, and gross monthly earnings for each employee. Each month, the Employer shall also send a list of those persons covered by this Agreement who terminated during the prior month.

3.5 Agreement. The Hospital agrees to distribute a copy of the Agreement to each employee presently employed and to all new employees who come within this employment Agreement. The Union agrees to print and make copies of this Agreement available at the Hospital.

3.6 Meeting Facilities. The Union may have access to Hospital facilities for the purpose of Union meetings, provided the use is not disruptive to operations and space is available. The Union will follow the required procedures for requesting the use of a meeting room. Attendance at Union meetings on the Employer's premises shall be on unpaid time.

3.7 Negotiations. Employees requesting time off for Union negotiations will notify their supervisor as soon as possible of the upcoming dates for negotiations. With appropriate advance notice and subject to staffing considerations, the Hospital will make a good faith effort to provide unpaid time off for those employees participating in Union negotiations.

3.8 Voluntary Political Action Fund.

3.8.1 If during the term of this Agreement at least six (6) employees voluntarily execute a UFCW political action contribution wage deduction authorization form in the amount of at least two dollars (\$2) per pay period per employee, the Hospital shall begin effective the first pay day after such thresholds are met to deduct monthly the sum specified from the pay of each member of UFCW Local 21 who voluntarily executes a UFCW wage deduction form. When filed with the Hospital, the deduction form will be honored in accordance with its terms.

3.8.2 The parties recognize that the UFCW is also obligated under the Federal Election campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering PAC wage deductions. The Hospital and the Union agree that one-quarter of one percent (0.25%) of all amounts deducted pursuant to Section 3.8 will be used to reimburse the Hospital for its reasonable costs of administering these monthly wage deduction authorizations (the "administration fee").

3.8.3 The amount deducted (net of the administration fee) and a roster of all employees using payroll deduction for this purpose will be promptly transmitted to the Union by separate check payable to its order each month. Upon issuance and transmission of a check to the Union, the Hospital's responsibility shall cease with respect to such deductions.

3.8.4 The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertake to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that may arise against the Hospital for or on behalf of any such deduction made from wages of such employee.

3.9 New Hire Orientation. The Employer shall provide the Union access to new hires on one of the employee orientation days, or individually during the employee's first two weeks of employment, for the purpose of introduction and orientation to Local 21. The bargaining unit representative and the Union will be notified of new hires within five (5) days of hire. A bargaining unit representative, designated by the union, shall be allowed one-half (½) hour unpaid time during the orientation session to introduce the Union contract to new employees. The new employee shall be paid during this time.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 This Agreement acknowledges that the Hospital, through its governing body, has the obligation to provide certain medical and treatment services and related health care within the community. Additionally, the Hospital strives to provide a high level of service at a reasonable cost.

4.2 In order to carry out this trusted obligation, the Hospital reserves the exclusive right to exercise the customary functions of management, including such matters as the right to administer and control the premises, utilities, equipment and supplies; select, hire, promote and demote, suspend, dismiss, assign, reassign, and supervise employees; to determine hours of

employment, including shift start times and any changes to those shift start times; to transfer employees within and between departments; to formulate, modify, change the size, composition and qualifications of the work force; establish, change, modify and abolish its policies, practices, rules and regulations; to determine, modify and change methods and means by which the Hospital operations are to be carried out, and to determine the appropriate duties of employees in meeting these needs and requirements, and to do those things necessary to carry out all ordinary functions of management except matters as specifically referred to in this Agreement.

ARTICLE 5 - DEFINITIONS

5.1 Full-time Employees. Full-time employees are employees who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period, and who have successfully completed the introductory period.

5.2 Part-time Employees. Part-time employees are employees who are regularly scheduled to work at least twenty hours per week but less than forty (40) hours within a seven (7) day period or less than eighty (80) hours within a fourteen (14) day period and who have successfully completed the introductory period.

5.2.1 All full- and part-time employees will be assigned an FTE. An employee's FTE status will not be considered a guarantee of hours of work.

5.3 Relief Employees. An employee who is regularly scheduled to work an average of less than twenty (20) hours per week. Relief employees are excluded from the Union's bargaining unit.

5.4 Per Diem Employees. An employee who is assigned to work on an "as needed" basis without any guarantee of hours, generally used to relieve regular employees due to illness, to work during vacation periods or leaves of absence, and during temporary fluctuations due to increased work load or decreased staffing. Per diem employees are excluded from the Union's bargaining unit.

5.4.1 If a Relief or Per Diem Employee works on average twenty (20) or more hours per week in a dedicated position over a four (4) month period, the Union or an employee may submit the Relief or Per Diem Employee's work history to Human Resources for review to determine whether a part-time or full-time employee position should be created and posted. Hours worked by the Relief or Per Diem Employee to fill a vacant posted position or to cover for employee absences (e.g., vacation, sick leave, FMLA or other leaves, etc.) shall be excluded from consideration.

5.5 Temporary Employees. A temporary employee is any employee hired to work during a period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation periods. Temporary employees shall not be regularly scheduled for longer than one hundred and twenty (120) days, unless hired to replace an employee on an approved leave of absence.

5.6 Probationary Employee. An employee shall be considered a probationary employee during the first ninety (90) days of employment. After ninety (90) days of continuous employment, the employee shall have completed the probationary period unless specifically advised by the Employer of an extended probationary period up to an additional ninety (90) days, the conditions of which shall be specified in writing. Probationary employees shall not be entitled to any health insurance benefits until the first day of the month following the satisfactory completion of their probationary period.

5.7 Base Rate of Pay. An employee's base hourly rate excluding all premiums and shift differentials.

5.8 Regular Rate of Pay. The statutorily defined rate of pay required to be paid for overtime worked in excess of the designated work week period.

5.9 FTE. FTE stands for full time equivalency and is a measure of the workload of an employee. An FTE of 1.0 is equivalent to forty (40) hours of work per week, an FTE of 0.5 is equivalent to twenty (20) hours of work per week.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Equal Opportunity. It is understood that the Employer will comply with all applicable state and federal laws in regards to nondiscrimination.

6.2 Discipline and Discharge. No full-time or part-time employee (other than an introductory employee) shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline. The Hospital reserves the right to initiate discipline at any level based on the severity of the offense. Employees shall be given the opportunity to read, sign and receive a copy of all warnings before placement in their personnel file. Employees who have been discharged by the Hospital shall be given a written statement of the cause of discharge at the time of the discharge. Employees discharged for just cause will not receive fourteen (14) days' termination pay. As provided by law, an employee may request the attendance of a union representative/shop steward during any disciplinary meeting or investigatory meeting which may lead to disciplinary action. After three (3) years without any further disciplinary action, the employee/Union may request that the disciplinary materials be removed from the personnel file or sealed. The decision to retain, remove or seal the materials shall be at the discretion of the Administrator.

6.2.1 At an employee's request, a verbal warning will be removed from the employee's personnel file after two (2) years, provided the employee has not been subject to any additional disciplinary action during this two (2) year period.

6.3 Job Posting. The Hospital will post job openings on the Hospital's employment web site (intranet and internet) for vacant positions for at least five (5) calendar days. Job postings shall include FTE and shift (days, evenings, nights, variable, shift of greatest need) and the schedule. The schedule and/or shift start time shall not be a guarantee and may be changed as determined by the Employer based on business needs.

6.3.1 Any requests for changes in schedules/start times within a department resulting from a posted vacant position shall all occur and be resolved prior to completion of the five (5) day posting period.

6.4 Resignation. Employees are strongly encouraged to give at least twenty-one (21) days' advance notice of resignation. Failure to give at least fourteen (14) days' written notice of resignation shall result in loss and no pay out of unused Earned Time.

6.5 Termination. At least fourteen (14) days' written notice of termination of employment or pay in lieu thereof shall be given to the employee by the Hospital, unless terminated for cause.

6.6 Personnel File. Employees may have access to their individual personnel file in accordance with state law and Employer policy.

6.7 Dress Code. Employees will comply with departmental policies regarding uniforms and dress code.

ARTICLE 7 - SENIORITY; LAYOFF-RECALL

7.1 Seniority. Seniority shall mean an employee's continuous length of service from their most recent date of hire within a department. Seniority shall not apply until the employee has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the employee's most recent date of hire. Seniority shall be the determining factor in layoffs and recall from layoff, transfers, shift changes, promotions, and job vacancies where such factors as skill, competence, ability and past performance are substantially equal. Such factors will be based on job related criteria and the Hospital will use fair and reasonable judgment. Employees shall not, of their own initiative, use seniority to bump other employees assigned to permanent positions. Vacations shall be scheduled by seniority during the posting period subject to the Employer's right to determine the number of employees, if any, who may schedule a vacation during a particular week. Seniority shall terminate upon discharge, resignation, retirement, or twelve (12) consecutive months of lay-off. A temporary leave of absence from work of less than thirty (30) days such as necessitated by accident or illness, or ninety (90) days if qualified under FMLA (14.2), or by an approved leave of absence, shall not break seniority. In all cases of promotion or transfer, the employee will retain employment seniority in calculating all benefits based on length of service.

7.2 Layoff and Recall. In the event of a layoff, the Hospital shall make its best efforts to notify the Union and full-time and part-time employees involved at least fourteen (14) days prior to the impending layoff. Employees shall be laid off in the following order:

1. Temporary employees
2. Per Diem employees
3. Relief employees
4. Probationary employees

5. Full-time and part-time employees

Should a layoff occur, the names of laid-off employees shall be placed on a reinstatement roster for a period of twelve (12) months. An employee shall be removed from the reinstatement roster upon re-employment, refusal to accept a regular position on the same shift formerly worked when offered by the Hospital, or at the end of the twelve (12) month period. Upon reinstatement, an employee shall have all previously unused accrued benefits restored. Seniority accrued prior to the layoff will be counted when determining the employee's Earned Time accrual rate.

7.3 Reduction of Hours/Low Census. A Hospital-initiated temporary reduction of hours of work due to low census ("low census") will be accomplished in the following order, as long as skills and ability of the employees scheduled on a shift are considered equal by the Employer:

1. Employees being paid time and one-half (1 ½) their base rate or more
2. Volunteers solicited by the Hospital
3. Temporary employees
4. Per Diem employees
5. Relief employees
6. Probationary employees
7. Sharing the reduction of hours among all full-time and part-time employees on a rotational, fair and equitable basis within the affected shift and job classification.

The Hospital will maintain a list of incumbents by job classification in reverse order of seniority reflecting the number of Hospital-initiated low census hours assigned year to date (January through December) for full- and part-time employees. The annual rotation shall begin with the least senior employee in the affected job classification scheduled for the affected shift as long as skills and ability of the employees scheduled on the shift are considered equal by the Employer. This list shall be kept updated to reflect the accumulated Hospital-initiated low census hours for full- and part-time employees by job classification over the course of the calendar year. When low census requires a temporary hours reduction on a particular shift within a unit/department within a job classification which cannot be accomplished through subsections 1-7 above, the full- or part-time employee in the job classification with the least number of Hospital-initiated low census hours year-to-date on this list will be low censused for the affected shift within the unit/department, as long as skills and ability of the employees scheduled on the shift are considered equal by the Employer. If the number of Hospital-initiated low census hours year to date is equal, the least senior employee in the job classification scheduled for the affected shift will be low censused. Employees may use accrued Earned Time off at their option during Hospital-initiated low census and such Earned Time shall count in the low census rotation. If employees elect not to use Earned Time during Hospital-initiated low census, they will nevertheless accrue Earned Time on the Hospital-initiated low census hours.

In no event will a temporary reduction of hours exceed twenty percent (20%) of a full- or part-time employee's regularly scheduled hours or exceed ninety (90) calendar days in one (1) year (January through December). This 20%/90-day limitation shall be calculated by the Hospital each calendar quarter (Jan.-Mar.; April-June; July-Sept.; October-Dec.). If for two consecutive calendar quarters this limitation is exceeded, then the employee will be compensated for Hospital-initiated low census which exceeds this limitation. Provided, however, if at end of the calendar year (or earlier in the event employment ends before December 31) this limitation has not been exceeded on a calendar year basis (Jan.-Dec.; and prorated if employment ends mid-year), the employee will repay such compensation to the Hospital via payroll deduction (or by personal check if wages are insufficient to cover).

Temporary reductions in hours related to employee-initiated requests to leave early, delay the scheduled start time, or not work a scheduled shift reflected on the posted schedule will be defined as "employee convenience hours" and will not count towards the rotation list, or towards the 20% / 90-day limitation. Unless Section 12.3.1 applies, employees must use accrued Earned Time off if available if requests for employee convenience hours are granted.

7.3.1 LPN Low Census Rotation. For purposes of subsection 5 of Section 7.3 above, if there is a 4-hour overlap between scheduled 12- and 8-hour shifts, LPNs will rotate Hospital-initiated low census using 4-hour segments among those LPNs who are scheduled for the 4-hour segment of an overlapping shift that are impacted by low census. Any rotation of low census hours by LPNs in 4-hour segments under this section will be considered to be a "mutually agreed upon" split shift under Section 8.10 herein. Additionally, a 4-hour segment of low census will count as a ½ day toward the 90 calendar day annual limitation.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Workday. The normal workday shall be eight (8), ten (10), or twelve (12) hours' work to be completed within eight and one-half (8 1/2), ten and one-half (10 1/2), or twelve and one-half (12 1/2) consecutive hours, respectively, with a thirty (30) minute unpaid meal period.

8.2 Workweek. The normal work period shall consist of forty (40) hours in a regularly recurring seven (7) day period or eighty (80) hours in a regularly recurring fourteen (14) day period. A work week shall be defined for day/evening shift as Midnight Sunday morning through Saturday 11:59 p.m., night shift as 7:00 p.m. Saturday through 6:59 p.m. Saturday.

8.3 Overtime.

8.3.1 Contractual Overtime. All work in excess of the normal work day, when properly authorized, shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base hourly rate of pay plus any applicable shift differential or certification premium. Overtime shall be considered in effect if the employee works eight (8) minutes or more beyond the end of the scheduled shift. When an employee works seven (7) or more consecutive hours of overtime beyond the basic work day, the first four (4) hours shall be paid at time and one-half (1 1/2), and the remaining hours at two times (2x) the

base hourly rate of pay plus any applicable shift differential. Overtime on a holiday shall be at double time (2x).

8.3.2 Statutory Overtime. All work in excess of the work week period, when properly authorized, shall be compensated at the rate of one and one-half times (1 1/2) the employee's regular rate of pay.

8.3.3 Overtime Discouraged. The Hospital and the Union concur that overtime should be discouraged.

8.3.4 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or other premium pay paid at the rate of time and one-half (1 1/2) or double time (2x), regardless of whether the overtime or premium hours are worked at the same time. When an employee is eligible for both time and one-half (1 1/2) or double time (2x) pay, the employee shall receive the higher of the two pay rates.

8.3.5 Additional Hours Worked. If an employee works an eight (8) hour day shift, is off work for eight (8) hours, is called in on the night shift and works the entire night shift plus additional hours beyond the scheduled night shift, the employee would be paid as follows:

- eight (8) hours base rate of pay for the day shift;
- eight (8) hours at time and one-half (1 1/2) base rate of pay for the eight (8) hour night shift; and
- double time (2x) base rate of pay for any consecutive hours worked beyond the eight (8) hours worked on the night shift.

8.4 Flexible Schedules. Flexible schedules may be implemented if mutually agreed to by the employee(s) and the Employer, with notification to the Union. These shifts will be consistently scheduled on a regular, recurring seven (7) day period. All time worked in excess of a scheduled work day will be paid at one and one-half times (1 1/2) the base rate plus any applicable shift differential or certification premium. If a return to an eight-hour shift from the flexible schedule is desired by the Employer, a thirty (30) day notice prior to the change will be required.

8.5 Remote Work Assignment. For employees regularly scheduled to be working remotely, and return from the remote work schedule is desired by the Employer for reasons other than technology issues and/or productivity/accuracy expectations, a thirty (30) day notice prior to the change is required.

8.6 Meal Period. Unless an employee works three (3) or more hours beyond their scheduled work day, the normal workday shall include a single thirty (30) minute meal period on the employee's own time while relieved of duties during this period. Employees who are unable to take a meal period or to be relieved of duties shall, on the same day, inform their supervisor, or if their supervisor is not on duty, the house supervisor through a face-to-face meeting or a telephone call. If the employee's supervisor or the house supervisor on duty does not answer his/her phone, the employee may leave a voicemail message, which will satisfy the employee's

duty. Employees who are unable to take a meal period will be paid at the appropriate rate (e.g., straight time or overtime) for their meal period. Meal periods shall be administered in accordance with state law (WAC 296-126-092), except that meal periods can be provided any time two (2) or more hours into the employee's shift, and employees will receive a single unpaid meal period unless they work three or more hours beyond their scheduled shift. The parties agree that providing meal and rest breaks is the Hospital's responsibility and taking meal and rest breaks when scheduled or asked to do so is the employee's responsibility. Employees must record any missed meal/rest periods in the Hospital's designated timekeeping records/system, and there shall be no retaliation therefor. Holding employees accountable for time management shall not be construed as "retaliation" under the above sentence.

8.7 Rest Period. All employees shall receive a fifteen (15) minute rest period during each four (4) hour work period. Rest periods shall be administered in accordance with state law (WAC 296-126-092). Employees who are unable to take a rest period shall, on the same day, inform their supervisor, or if their supervisor is not on duty, the house supervisor through a face-to-face meeting or a telephone call. If the employee's supervisor or the house supervisor on duty does not answer his/her phone, the employee may leave a voicemail message, which will satisfy the employee's duty. Missed rest periods shall be paid at the appropriate rate (e.g., straight time or overtime). The parties agree that providing meal and rest breaks is the Hospital's responsibility and taking meal and rest breaks when scheduled or asked to do so is the employee's responsibility. Employees must record any missed meal/rest periods in the Hospital's designated timekeeping records/system, and there shall be no retaliation therefor. Holding employees accountable for time management shall not be construed as "retaliation" under the above sentence.

8.8 Posting of Schedules. After the posting of the schedule, except for low census/low need and emergency situations, an individual's scheduled hours of work may be changed only by mutual agreement between the supervisor and the employee. A new schedule shall be posted by the twentieth (20th) day of each month for the following month.

8.8.1 Part-Time Employee Requests for Extra Scheduled Hours. Part-time employees interested in being scheduled for extra straight time shifts above the designated full-time equivalent (FTE) status may submit a written request to their manager by the 10th day of the month. When preparing the monthly schedule, the manager will review the written requests submitted. Such part-time employees who are available and whom the manager determines are qualified to work the extra shifts will be given priority to be scheduled for extra shifts by seniority provided a shift will not result in overtime or other premium pay at the rate of time and one-half or double time. However, a manager may decline to utilize a part-time employee to cover an extra shift if there is a need to schedule a Relief or Per Diem employee in order to orient or maintain skills. Additionally, nothing in this section limits the Hospital from scheduling a part-time employee who has not requested extra shifts above his/her FTE status when needed to cover vacations, leaves of absence, resignations or similar events, in order to ensure adequate staffing when Relief or Per Diem or temporary staffing is inadequate or otherwise unavailable.

8.9 Weekends. The Employer will make a good faith effort to schedule all full-time and part-time employees two (2) weekends off out of each four (4) consecutive weekends. If staffing

allows, preference will be given to scheduling every other weekend off. In the event a full-time or part-time employee is required to work three (3) consecutive weekends, all time worked on the weekend that would have been the regularly scheduled weekend off will be paid at time and one-half (1 1/2) their base rate plus any applicable shift differential or certification premium. This section shall not apply to full-time or part-time employees who voluntarily agree to work more frequent weekend duty. The weekend shall be defined for day and evening shift personnel as Saturday and Sunday. For night shift personnel, the weekend shall be defined as Friday and Saturday nights.

8.10 Rest Between Shifts. Unless performing standby duty, full- and part-time employees working eight (8) hour shifts shall have an unbroken rest period of at least eleven (11) hours between scheduled shifts, unless otherwise mutually agreeable to the employee and the Hospital. Unless performing standby duty, full- and part-time employees working ten (10) or twelve (12) hour shifts shall have an unbroken rest period of at least ten (10) hours between shifts, unless otherwise mutually agreeable to the employee and the Hospital. Any time worked by such employees on the subsequent shift without the stated rest between shifts shall be paid for at the rate of one and one half times the base rate plus any applicable shift differential or certification premium. This Section 8.10 shall not apply when there is less than the applicable rest between shifts due to the employee's request for a schedule change; the employee's attendance at non-mandatory meetings, service projects or educational days; the employee's and the Hospital's mutual agreement to change a schedule; an employee's on-going flexible schedule; or an employee's performance of standby duty.

8.11 Split Shifts. Unless mutually agreed upon by the Union, the employee, and the Hospital, split shifts are not to be encouraged.

ARTICLE 9 - COMPENSATION

9.1 Wage Schedule. Appendix "A", attached hereto and made a part of this Agreement, is the wage schedule, which applies effective on the dates indicated therein.

9.1.1 Level Increases. Wage increases corresponding to the next level (step) on the wage schedule shall be effective on the first day of the pay period during which the employee becomes eligible for the increase. Employees shall advance to the next level on the wage schedule after completing the required number of "year(s) of service" corresponding to the next level on the wage schedule. A "year of service" for a full-time employee constitutes 12 consecutive calendar months. For part-time employees, a "year of service" under this Section 9.1.1 constitutes 1500 hours provided there have been at least 12 consecutive calendar months since their previous level (step) increase. Part-time employee "hours" for purposes of this Section 9.1.1 shall include actual hours worked (whether paid at straight-time, overtime or double time), Earned Time used (excluding cash outs), and Hospital-initiated low census hours. Employees moving from one position to another will be educated by the Employer regarding the potential impact of the move on their "years of service." Employees with questions about their "years of service" should contact their frontline supervisor.

9.2 Recognition for Past Experience. An employee who has had recent experience in the position applied for may, at the discretion of the Employer, be placed at an increment level up to one increment level for each year's recent experience, with a maximum of the seventeenth (17th) year increment. Recent experience shall be defined as comparable experience in the job classification applied for in an accredited hospital or equivalent employer without a break in experience of more than one year which would reduce the level of skills in the opinion of the Employer. The Employer will explain the calculation of the employee's increment level, and employees with questions about their increment level should contact their frontline supervisor.

9.2.1 If an employee is hired into a job classification above the base rate of pay, any current employee in the same job classification with at least an equivalent amount of continuous recent experience receiving a lower rate of pay will be brought up to the new employee's rate of pay.

9.3 Premium in Lieu of Benefits. Full-time and part-time employees shall have the option of receiving pro-rated benefits or ten percent (10%) premium pay in lieu of medical, dental, and vision coverage, life insurance and pension plan. All new employees will have fifteen (15) days from their date of hire to select which option they wish to receive. Part-time employees must work an average of twenty (20) hours per week in order to be eligible for benefits.

9.4 Unilateral Increase. The Employer shall notify and offer to meet and confer with the Union prior to any unilateral increase in salary for any individual or group.

ARTICLE 10 - PREMIUM PAY

10.1 Shift Differential.

10.1.1 For the purpose of this article, the evening shift shall be 3 pm-11 pm and the night shift shall be 11 pm-7 am. Employees working in 24/7 departments shall receive shift differential for each hour worked during the evening or night shifts. Employees working in non-24/7 departments shall receive the applicable shift differential if the majority of hours worked fall within the evening or night shifts. Employees working flexible schedules under Article 8.4 shall not receive shift differential unless approved by the Employer in writing.

10.1.2 For the Professional/Technical unit shift differential for the evening shift shall be one dollar and seventy-five cents (\$1.75) per hour and for the night shift shall be two dollars and sixty-five cents (\$2.65) per hour.

10.1.3 For the Business Office, Registration Services, Health Information Management and Materials Departments, shift differential shall be one dollar and thirty-five cents (\$1.35) per hour and for the night shift shall be one dollar and seventy-five cents (\$1.75) per hour.

10.2 Standby Pay. Standby pay shall be at the rate of three dollars and twenty-five cents (\$3.25) per hour for all shifts. Employees on standby must be able to report to work within the department guidelines.

10.2.1 Professional/Technical Classifications. Standby pay shall be at the rate of three dollars and eighty-five cents (\$3.85) per hour.

10.3 Call-back Pay. An employee who has been placed on standby and is called back outside of the regularly scheduled shift assignment and who reports within the departmental guidelines shall be paid a minimum of two (2) hours at one and one-half (1 ½) times the base rate plus any applicable shift differential or certification premium on week days and a minimum of three (3) hours at one and one-half (1 ½) times the base rate plus any applicable shift differential or certification premium on weekends and holidays. Standby pay shall be discontinued when an employee is called back to work.

10.4 Call-In. "Call-in" shall be defined as time worked outside of regularly scheduled shifts when not on standby. (Full- or part-time employees called in from low census standby or scheduled standby shall be compensated in accordance with Section 10.3.) For call-in with less than six (6) hours' notice, full-time employees will be paid at time and one-half (1 1/2) for all hours worked (excluding hours associated with the employee's regular scheduled shift), with a minimum of three (3) hour's pay. If an employee is called back more than once during the three (3) hour minimum guarantee, there will be no additional three (3) hour minimum guarantee for such callback. If a part-time employee is called-in on a scheduled day off or a low census day when not on standby, the part-time employee will be paid straight time unless the call-in hours constitute overtime under Section 8.3 or qualify for premium pay under Section 8.9. The notification provisions of this section shall be satisfied by actual notice, a voice message left on the phone number the employee has provided to their manager, or where the Hospital has made repeated attempts to reach the employee at the number which was provided.

10.5 Release Time. Employees called in during the night that are still working at the commencement of their regular shift, may be allowed one (1) hour unpaid release time to take care of personal business.

10.6 Weekend Premium Pay. Employees shall receive one dollar and seventy-five cents (\$1.75) per hour. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

10.6.1 Professional/Technical Classifications. The weekend premium for professional/technical job classifications shall be two dollars and twenty-five cents (\$2.25) per hour.

10.7 Higher Classification. Employees working in a higher classification shall be paid at the base rate of the higher classification or five percent (5%) above their regular rate, whichever is higher.

10.8 Report Pay. Employees who report for work as scheduled and who are released from duty because of low census, etc., shall receive a minimum of four (4) hours of work at the base rate of pay plus any applicable shift differential. This provision shall not apply if the employee has been notified at least one and one-half (1 1/2) hours before the beginning of the shift not to report to work. The notification provisions of this section shall be satisfied by actual notice, by message left on the employee's answering machine, or where the Hospital has made repeated

attempts to reach the employee at home (documented attempt will be recorded in the supervisor's office).

10.9 Authorized Telephone Calls. Subject to supervisory approval and appropriate documentation, the Employer will pay for actual time spent on telephone calls and related responsibilities, with a fifteen (15) minute minimum. Separate phone calls relating to the same employee/problem in conjunction with the original phone call will be considered as one phone call for purposes of this understanding. Any call for administrative purposes will not be considered an authorized phone call. This section is subject to Section 8.3, Overtime.

10.10 Compensation for Sixth Consecutive Day. Employees who have worked five (5) consecutive days, whether scheduled or unscheduled, and who are called in or scheduled to work a sixth consecutive day shall be paid at the rate of time and one-half their base rate of pay plus any applicable shift differential or certification premium for the 6th day and all following consecutive days worked. In-service meetings, department meetings or education days of 4 hours or less in duration shall not be considered consecutive days worked for purposes of this section. This section also does not apply to employees who voluntarily agree to work six or more consecutive days. Additionally, this section shall not apply to employees scheduled in advance to be on call. Nothing in this section or Section 8.8 prohibits the Hospital after this premium has been triggered from unilaterally revising the schedule and giving the employee a day off in order to break the consecutive days worked.

10.11 Lead Pay. Employees assigned lead duties by the Hospital shall receive one dollar and twenty-five cents (\$1.25) above the employee's base rate of pay for hours worked in that assignment.

10.12 Interim Unit Operations. Employees who are assigned interim unit operations responsibilities by the Hospital shall receive a 10% premium above the employee's base rate of pay for hours worked in that assignment.

10.13 Certification Premium. Except for certifications required for a job, an employee certified in a specialty area by a national professional organization and working in that area of certification shall be paid a premium of one dollar (\$1.00) per hour, provided the particular certification has been approved by the Employer and the employee continues to meet all educational and other requirements to keep the certification current and in good standing. It is recommended for an employee to receive pre-approval for the certification, but not required for approval. If an employee transfers out of the area for which the employee is certified, the employee will not be paid the differential until such time as the employee transfers back into the area for which the employee is certified, likewise a certified employee who does not maintain the certification will not be paid the differential as of the date the certification expires. An employee with multiple certifications shall only be eligible to receive one certification premium.

ARTICLE 11 - HOLIDAYS

11.1 Holidays. The Hospital observes the following holidays:

New Year's Day
Presidents' Day

Labor Day
Thanksgiving Day

Memorial Day
Independence Day

Christmas Day

11.2 Work on a Holiday. Employees required to work on a holiday shall be paid at one and one-half (1 1/2) times their base rate of pay plus any applicable shift differential or certification premium. Employees whose shifts start the day before a holiday will receive holiday pay starting at 11:00 pm the day before the holiday.

11.3 Holiday on a Scheduled Day. If a holiday falls on an employee's regularly-scheduled day when the employee is not required to work, the employee shall have the option to either use an unpaid day off under Article 12.3, or use earned time to take a paid day off.

11.4 Rotation of Holiday Work. All holiday work shall be scheduled on a rotating basis so that fair and equitable holidays may be taken by the employees. However, employees may exchange holidays upon approval by the department head.

11.5 Two Holidays in Succession. Except for emergency situations, employees may not be required to work two (2) holidays in succession, unless mutually agreed upon by the departmental supervisor and the employee.

ARTICLE 12 - EARNED TIME

12.1 Accrual. Benefit-eligible employees working a minimum of twenty (20) hours per week shall accrue Earned Time (to be used for vacation, holidays, low census, illness, and other personal reasons) the first day of the month following the satisfactory completion of the probationary period. Benefit-eligible employees shall accrue Earned Time based on the number of hours compensated not to exceed 2080 hours per year (except for Earned Time Designated for PSL, discussed in 12.1.1).

| Years of Service | Hourly Accrual | Pay Period Accrual (based on 1.0 FTE) | Annual accrual based on 2080 paid hours |
|---------------------|----------------|--|--|
| 0 through 3 years | .103869 | 8.3095 hours | 216 hours |
| 4 through 5 years | .134569 | 10.7655 hours | 279.6 hours |
| 6 through 7 years | .138469 | 11.0775 hours | 288 hours |
| 8 through 9 years | .142269 | 11.3815 hours | 296 hours |
| 10 through 11 years | .146169 | 11.6935 hours | 304 hours |
| 12 or more years | .153869 | 12.3095 hours | 320 hours |

12.1.1 Earned Time Designated for PSL. For each Earned Time hour accrued, a quarter of the hour (.025 of the Hourly Accrual Rates listed above) will be banked to ensure availability of Earned Time for the purposes of the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq. ("PSL Law"), and designated for use as described below.

Usage. Earned Time designated for paid sick leave ("PSL-designated Earned Time") must be used for the following purposes and for any purpose required under law, including:

(i) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

(ii) To allow the employee to provide care for a family member (as defined in RCW 49.46.210) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

(iii) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

(iv) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

An employee may use PSL-designated Earned Time for other purposes, including vacation. This time off may be taken in as little as 15-minute increments.

While using PSL-designated Earned Time, employees will receive their base hourly rate of pay plus applicable differentials or certification premium. Use of PSL-designated Earned Time is not considered hours worked for purposes of overtime accrual or calculating overtime.

Notice. If the need for use of PSL-designated Earned Time is foreseeable, the employee must provide notice at least ten days, or as early as practicable, in advance of the use of such Earned Time.

If the need for PSL-designated Earned Time is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee must provide notice to the Employer as soon as possible before the scheduled start of their shift, unless it is not practicable to do so. If it is not practicable for the employee to provide notice, the employee's designee may do so.

If the need for PSL-designated Earned Time is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee (or if impracticable, his or her designee) must give oral or written notice to the Employer no later than the end of the first day that the employee takes such leave.

Certification and Verification. It may be necessary to ask for medical certification or verification that an employee has used PSL-designated Earned Time for a reason allowed under this article. In general, medical certification will be required for all medical leave taken under the Family and Medical Leave Act and our Health Related

Leave article, even when PSL-designated Earned Time is used. Medical certification will also be required as necessary and allowed under applicable law to administer workers' compensation.

In circumstances that do not qualify as leave under the Family and Medical Leave Act, our Health Related Leave article, or workers' compensation, employees will generally be asked to verify their use of PSL-designated Earned Time after they have been absent for more than three scheduled work days. Requested verification may include documentation from the employee's doctor or other healthcare provider, or other professional who provided assistance related to use of PSL-designated Earned Time for purposes related to the domestic violence leave act.

If an employee believes that a request for verification would pose an unreasonable burden or expense, the employee may inform the Human Resources Department, attest that the employee's use of paid sick time was for a reason allowed under this article, and explain how the requested verification would create an unreasonable burden or expense.

12.1.2 Carryover. An employee may carry over up to 52 hours of accrued unused PSL-designated Earned Time to the following benefit year. Any PSL-designated Earned Time in excess of 52 hours at the end of a year will be converted to non-PSL designated Earned Time hours.

12.2 Maximum Accrual. Maximum accrual of Earned Time will be 320 hours (except that Earned Time Designated for PSL, discussed in 12.1.1, will continue to accrue in such event).

12.3 Use. Eligible full- and part-time employees will accrue Earned Time from their date of hire for use after thirty (30) days of employment. Earned Time may not be used before it is accrued or in any other situation which would result in a negative balance. Earned time is to be used for time off for vacation, holidays, low census, illness, or other personal reasons. Earned time may be used in a minimum of fifteen (15) minute increments. Except in the event of a hospital-requested absence due to low census, approved leave without pay pursuant to Articles 12.3.1 and 12.3.2, or as required by law, employees must use earned time for any scheduled (full or partial) work days they are absent, up to the employee's assigned FTE. Earned time that is not PSL-designated Earned Time also may be used for doctor and dental appointments during regular working hours, provided that, if not using PSL-designated Earned Time, leave for such an appointment must be cleared with the immediate supervisor as soon as possible, at least three (3) days in advance. The three (3) days' notice may be waived by mutual agreement between the manager and employee. The Hospital reserves the right to require reasonable proof of illness or injury, consistent with Article 12.1.1 if using PSL-designated Earned Time.

12.3.1 An employee may request time off without pay, instead of using accrued Earned Time, if the employee has already worked or been scheduled for extra shifts that month so that the employee will work up to the employee's scheduled FTE status for that month even with the time off without pay. The Hospital may grant such unpaid time off requests, subject to its determination of scheduling or staffing needs. Such requests are to

be submitted in writing in advance to the manager with as much advance notice as possible.

12.3.2 Each employee who is eligible to accrue Earned Time will also be entitled to three (3) scheduled shifts per calendar year (pro-rated for part-time employees) of unpaid time off to be used for their personal convenience.

12.3.3 Employees on Hospital-initiated low census may choose to either utilize Earned Time or to take unpaid time off up to the amount of hours low censused that day.

12.3.4 Employees may accrue an occurrence if they do not have adequate earned time to cover all hours of an absence.

12.4 Payment Upon Resignation. After one (1) calendar year of employment, upon resignation with proper notice, all accrued unused Earned Time will be paid at the base rate plus applicable certification premium up to the maximum accrual of 320 hours (not to include shift differential). Proper resignation notice as used in this section shall not be less than fourteen (14) calendar days, and the employee must work scheduled shifts during this notice period.

12.5 Conversion Prior to Reaching 320 Hours of Earned Time. Earned time may be converted (i.e., cashed out) by an employee before that employee accrues 320 hours of earned time according to Internal Revenue Service rules and Hospital policy under the following conditions:

1. The employee's request for conversion may only be made as an irrevocable election during the annual employee benefits open enrollment period.

a. During the irrevocable election period the employee may elect to convert up to 50% of the hours he/she is scheduled to accrue during the following year at the rate of 50% of the employee's hourly base wage rate at the time of the conversion per earned time hour. Such election must be submitted via the appropriate request form, available from Human Resources. The employee's request must include the number of hours to be converted and the month of the conversion. Once submitted, this election cannot be changed by the employee.

b. If sufficient accrued hours are not available at the time of the conversion to cover the elected amount and leave a balance of at least 80 hours in the employee's earned time bank, the number of hours converted will be reduced accordingly.

2. The employee may also request conversion for an "unforeseeable emergency" as defined by IRS regulations. Such requests must be submitted via the appropriate request form, available from Human Resources. Conversion will be at the rate of 50% of the employee's hourly base wage rate at the time of the conversion per earned time hour. The number of hours to be converted must be an amount that is reasonably necessary to satisfy the emergency need and must leave a balance of at least 80 hours in the employee's earned time bank. Approval for payment with the next payroll is at the discretion of the Chief Financial Officer.

12.6 Conversion at 320 Hours of Earned Time.

For employees employed as of July 1, 2021: In the event that an employee is scheduled to accrue more than 320 hours of earned time, the employee may:

- take the excess time as vacation in the same pay period as it is accrued, in accordance with request and scheduling requirements;
- upon request two weeks in advance, for a minimum of three months, may convert non PSL designated earned time hours in excess of 320 at the rate of 100% of the employee's current base rate per earned time hour;
- or may convert non-PSL-designated hours over 320 Earned Time hours to EIB hours.

Earned time above 320 hours that is not designated as PSL Earned Time will be automatically converted to EIB hours unless a requested vacation is denied due to scheduling conflicts or the employee exercises the other options above. Such conversions will be processed during the pay period in which the excess earned time hours are accrued.

For employees employed after July 1, 2021: In the event that an employee is scheduled to accrue more than 320 hours of earned time, the employee may

- take the excess time as vacation in the same pay period as it is accrued, in accordance with request and scheduling requirements,
- or may convert non-PSL-designated hours over 320 Earned Time hours to EIB hours.

If earned time reaches 320 hours, then the amount above 320 hours that is not designated as PSL Earned Time will be automatically converted to EIB hours unless a requested vacation is denied due to scheduling conflicts or the employee exercises the paid vacation option above. Such conversions will be processed during the pay period in which the excess earned time hours are accrued.

12.7 Shift Differential and Certification Premium. Except as provided in Sections 12.4-12.7, Earned Time pay shall include shift differential and applicable certification premium.

12.8 Vacation Scheduling. In scheduling time off, each department/work area will adhere to the following guidelines:

All such requests shall be submitted in the format specified by the Hospital.

A. Subject to the Hospital's limitation of vacations based upon operational or patient care considerations, employees shall be granted vacation by seniority, subject to the following:

1. Each employee will designate any number of requests (from one day up to two weeks) in order of priority.

2. The Employer will consider the "first priority request" of all employees, before considering and awarding second and subsequent priority requests on the same basis.

B. Vacation requests shall be submitted in the format specified by the Hospital, and at least by the first business day (1st) of the month prior to the month when the requested time off would occur. Vacation requests may be made up to six (6) months in advance of the requested time off. The Hospital will consider vacation requests on a monthly basis, as long as submitted at least by the first business day (1st) of the month prior to the month when the requested time off would occur. Such requests shall be responded to by the fourteenth (14th) of the same month the timely request was submitted. If the person to whom the employee submitted a vacation request does not respond within the timeline above, then the employee can elevate the matter to Human Resources on the fifteenth (15th) of the month. If the employee has not received a response by the eighteenth (18th), the request shall be assumed approved and the Hospital is responsible for finding coverage.

C. Seniority will govern awarding competing requests for the same time off if the requests are submitted during the same monthly request period. Otherwise, awards for time off will be made on a "first come, first served" basis.

D. Holiday work schedule rotations shall take precedence over vacation scheduling.

E. Once a vacation has been approved, it will not be cancelled absent an emergency. If an employee incurs expenses due to a vacation that was cancelled, the Employer shall reimburse those expenses that remain after the employee makes reasonable efforts to reduce such expenses, with documentation of the expenses and the employee's reasonable efforts to reduce them.

F. Employees who have had vacation approved and who later are short of projected accrued Earned Time to cover the approved vacation due to low census or personal/family member serious health/emergency condition may take the approved time as unpaid or cancel their approved vacation. Such employees will advise their manager of their decision to cancel no later than five (5) days in advance of the date the schedule for their month of vacation is to be posted.

G. The Hospital shall designate "prime time" vacation periods from June 15 through September 15 (Block 1) and the last week of November through the month of December (Block 2). The Hospital may limit, in cases of conflict, vacations to a total of three (3) weeks during the prime time periods, with no more than two (2) weeks of vacation per Block. Additional vacation requests are subject to management approval.

12.9 Washington Paid Sick Leave. Non-benefitted Part-Time (<.5 FTE) employees are ineligible for Earned Time under Article 12.1. The Employer will provide such employees with paid sick leave coverage as required by the PSL Law. Non-benefitted employees shall accrue 1 hour of Washington Paid Sick Leave ("WPSL") for every forty hours the employee works (.025 per hour). Accrual will begin at the employee's date of hire or change in eligibility status. An eligible employee may use accrued WPSL hours after 90 days of employment. Non-benefitted employees may use their WPSL benefit as described and in accordance with the provisions in Article 12.1.1. An employee may carry over up to 40 accrued unused WPSL hours to the following year. WPSL hours may not be cashed out under any circumstances.

12.10 Changes in Earned Time-eligible Status.

12.10.1 Change to Relief, Per Diem, or Part-Time (<0.5 FTE) Status. Full time or part time employees whose statuses change to Relief, Per Diem, or Part-Time (<0.5 FTE) are not eligible to accumulate hours in their Earned Time bank as of the date of the status change. Part-time (<0.5 FTE) employees would begin to accrue WPSL hours as described in Section 12.9 as of the date of the status change, and Relief and Per Diem employees will accrue pursuant to applicable policy. Unused accrued earned time shall be paid to the employee down to a balance of 40 hours at the time the employee changes to Earned Time-ineligible status. Part-time (<0.5 FTE) employees will be able to use the remaining Earned Time hours in accordance with Section 12.1.1.

12.10.2 Change from Relief, Per Diem, or Part-Time (<0.5 FTE) Status. If a Relief, Per Diem, or Part-Time (<0.5 FTE) employee who is not eligible for Earned Time benefits becomes eligible to accrue Earned Time, then the employee will no longer accrue WPSL hours as described in Section 12.9 as of the date of the status change, and will begin to accrue Earned Time hours as of the date of the status change. The employee will be able to use accrued WPSL hours until they are exhausted, but must use PSL-designated Earned Time before using WPSL hours.

ARTICLE 13 - EXTENDED ILLNESS BANK (EIB)

Employees may fund their EIB with Earned Time hours above 320 hours, as described in Article 12.6. EIB hours may be accumulated up to a maximum accumulation of 320 hours. Upon termination of employment, employees will not be paid for EIB hours accumulated but not used.

EIB hours may be accessed due to:

- a) Employee's illness or injury;
- b) to care for the employee's minor dependent(s) under the age 18 who has a health condition that requires treatment or supervision;
- c) to care for a seriously ill spouse, parent, grandparent or adult child incapable of self-care (if the Employee has been approved for a leave under the Family Medical Leave Act, or requests time off in accordance with the Washington State Family Care Act).

EIB hours may be accessed after 16 consecutive scheduled hours missed for the reasons discussed immediately above. However, EIB hours may be accessed immediately on the first day of hospitalization (either the employee's or the people identified above) when verification documentation is provided.

Any payment of EIB benefits is conditioned on the employee providing notification of absence for EIB purposes at least two (2) hours in advance of the employee's scheduled shift, or as soon as practicable if the employee does not have two hours' notice of the need to use EIB hours (i.e., hospitalization for an acute event less than two hours before the employee's scheduled shift).

The Employer reserves the right to require reasonable written proof of personal or family member illness or injury, including medical necessity and expected duration of leave.

Once EIB hours are accessed, their use will continue for the length of the term that the employee is out for the reasons discussed in this Article 13, or until the EIB balance is exhausted, whichever is sooner. EIB hours are paid at the employee's base rate of pay plus shift differential (if applicable) and certification premium (if applicable).

In any case in which an employee shall be entitled to benefits or payments under the Industrial Insurance Act or similar legislation, the Employer shall pay only the difference between the benefits and payments received under such Act by the employee and the employee's EIB benefits otherwise payable.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 Request. All leaves of absence are to be requested in writing as far in advance as is possible.

14.2 Family Leave. The Hospital will comply with all Federal and State Family Leave Laws.

14.3 Health Leave. After completion of the probationary period, leave may be granted without pay for health reasons. A recommendation from a physician may be required. Such leave may be for a period of up to six (6) months with no loss of accrued benefits at the beginning of such leave. If a leave qualifies under federal law, state law or this collective bargaining agreement, the leaves shall run concurrently.

14.4 Jury Duty. The Hospital shall supplement jury duty compensation equal to the employee's regular rate of pay. The employee is required to furnish their supervisor with a copy of their jury duty summons immediately upon its receipt to allow the supervisor to provide alternative staffing or, if alternative staffing is not available, to request a change in dates of jury duty service. The Employer shall be responsible for requesting the deferral. The employee shall keep his/her supervisor informed on their availability for work during the period the employee serves on jury duty. Evening and night shift employees who are serving on a jury are not expected to report for work unless they are excused from jury duty for the day. In the event an employee is not required to report to the court for jury duty or is released from jury duty prior to the end of the employee's scheduled shift, the employee is expected to work his/her scheduled shift.

14.5 Witness Duty. In the event that an employee is required to testify in court as a witness on behalf of the Employer, such employee shall be granted time off with pay for the time spent in such appearance. The employee shall remit to the Hospital any witness fee received for such court appearance.

14.6 Military Leave. An employee required to maintain status in military reserve of the United States shall be granted leave without pay or without loss of benefits accrued to the date of the beginning of such leave.

14.7 Professional Leave. Leaves of up to one (1) year may be granted to the employee who has been employed for a minimum of five (5) years and who is attending an institution of higher

education, providing such leave does not jeopardize hospital service. Such leaves will be without pay, and benefits and seniority shall not accrue during the professional leave. The leave must have the approval of the Administrator. Terms of the leave will be spelled out in a written agreement.

14.8 Educational Leave. Employees may be granted up to four (4) days per year with pay (upon request) for the purpose of attending seminars, workshops, symposia, and clinical programs that relate directly to the employee's profession. All professional leaves shall be granted only in consideration of the workload, staffing requirements and budgetary determinations, but every effort will be made to send as many employees from a department as is possible. Rotational patterns among the departmental employees will be the basis for approval of such leave. Priority shall be given to those employees who are presenting papers or exhibits at such professional meetings.

14.8.1 In-service Education. The primary responsibility for continuing education rests with each individual employee. Employees are encouraged to communicate their suggestions and requests with regard to in-service education topics to the appropriate supervisor or manager within the Hospital. The Union agrees to promote active participation and attendance at the in-service education programs sponsored by the Hospital. The Hospital shall attempt to have in-service education programs approved for continuing education credits. Announcements concerning in-service education programs will be posted in advance and efforts will be made to schedule programs in a way that accommodates varying work schedules. When announcements concerning in-service education programs are posted, the Hospital will designate if attendance is mandatory. Employees will coordinate with their supervisor their attendance at an in-service which is scheduled during their normal work day and attendance at such in-services (whether voluntary or mandatory) shall be compensated at the appropriate rate. With prior managerial approval, employees shall be paid for attendance at in-services (whether voluntary or mandatory) during their off duty hours, and time spent at such in-services shall be considered time worked for the purpose of computing overtime; provided, however, that such attendance shall not trigger the requirements of Section 8.10 (Rest Between Shifts) of this Agreement. When self-study materials are available, employees will be allowed thirty (30) days to review mandatory in-service materials for mandatory in-services they may have missed. After thirty (30) days, unless the employee has requested and been granted an extension from his/her manager, employees may not be scheduled until mandatory in-service attendance requirements are met.

14.8.2 Unit/Department Meetings. With at least a week's advance notice, employees may be required to attend staff meetings scheduled by the Hospital, unless excused in advance by their manager. Employees shall be paid for attendance at staff meetings and time spent at staff meetings shall be considered time worked for the purpose of computing overtime. However, such attendance shall not trigger the requirements of Section 8.10 (Rest Between Shifts) of this Agreement.

14.9 Bereavement Leave. The department head shall authorize three (3) shifts of bereavement leave as requested by the employee for a death in the immediate family. Immediate family includes grandparent, parent, spouse, registered domestic partner, brother, sister, child,

grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any relative living in the household. An additional two (2) shifts of leave may be granted where extensive travel is required.

*Note: City of Seattle definition will be utilized to define "domestic partner".
The burden of proof will be on the employee to establish the existence of this relationship.*

14.10 Personal/Emergency Leave. Unpaid personal and emergency leaves of absence from one (1) to thirty (30) days may be granted with the approval of the Employer. To be eligible to apply for a personal/emergency leave, the employee must first have used all Earned Time accrued. Leaves of absence should be scheduled in advance when possible. Only employees with one (1) or more years of service may request personal/emergency leaves and failure to return from such leave within the allotted time period shall be interpreted as a voluntary resignation.

14.11 Special Leave. After completion of the probationary period, a leave of absence may be granted without pay for reasons other than those listed above and such requests for special leave shall be submitted to the department head. Special leaves shall be approved or denied at the sole discretion of the Employer.

14.12 Reinstatement from Leave. Leave of absence of thirty (30) days or less shall not alter an employee's anniversary date of employment or the amount of Earned Time which would otherwise be accrued by the employee. An employee returning from an approved leave of absence of more than thirty days shall have first priority to be reinstated to any job classification that becomes available for which the employee is qualified.

14.13 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). The Employer may release the employee for a period of time (at the discretion of the Employer) where the employee is entitled to return to their former position. The employee may also choose to take leave (if approved) without such guarantee. For such a leave 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 4.3, Job Posting.

ARTICLE 15 - HEALTH PROGRAM

15.1 Medical/Hospital Insurance. A medical/hospital insurance program shall be provided by the Hospital to all full-time and part-time employees working twenty (20) or more hours per week.

15.2 Dental and Vision Insurance. Dental and vision insurance for all full-time and part-time employees working twenty (20) or more hours per week shall be provided by the Hospital.

15.3 Industrial Insurance. The Hospital will provide Worker's Compensation as prescribed by Washington State law.

15.4 Health Tests. The Hospital shall provide a tuberculin skin test (PPD) to each new employee, and all employees as directed by regulations. If the test is positive, provide chest X rays (AP and lateral), or other X rays that may be necessary for the health of the employee as is required by state law. Also, upon the order of a physician, each employee will be provided with a complete blood count, urinalysis and chemistry panel. Such tests and X rays will be provided at no cost to the employee when performed at Mason General Hospital. Radiologist fees for chest X rays are not included and will be paid by the employee. The Hospital shall provide, at no cost to the employees, Hepatitis B vaccine and HIV tests to all employees who are subject to contact with bodily fluids.

15.5 Plan Changes. If during the term of this Agreement the Hospital institutes Employer paid disability insurance, or pays retirement contributions on overtime for other Hospital employees, the same benefits will be provided for employees of this unit. Additionally, in the event federal and/or state healthcare reform legislation or other governmental regulation of health care imposes mandatory obligations on employers generally with respect to medical benefits, the Hospital or the Union may, at its option, cause this Article to be reopened for renegotiation during the term of this Agreement.

15.6 Maintenance of Benefits. The current level of group health insurance benefits shall not be unilaterally reduced by the Employer during the term of this Agreement without first notifying the Union regarding any material changes in benefit levels. The Employer shall notify the Union at least thirty (30) calendar days in advance of any proposed reduction in such benefits. The Employer may unilaterally implement standard premium increases (increases of 10% or less) and non-material plan changes after the notice described above.

15.7 Other Benefits from Washington Law. The Employer will implement the Washington Paid Family and Medical Leave program and the Washington Long-Term Care Act for UFCW-represented employees in the same manner as the Employer implements the program for non-UFCW represented employees.

ARTICLE 16 - LABOR MANAGEMENT COMMITTEE

There shall be established a Labor Management Committee consisting of four (4) hospital employees who are Union members and four (4) representatives from Hospital administration. The Committee will meet quarterly to discuss matters relative to the specific terms of this Agreement which may be brought before the Committee for consideration. Additional meetings may be scheduled upon the request of either party upon the presentation of a proposed agenda. Committee meetings will be scheduled by mutual agreement. Two bargaining unit members and two administration members will constitute a quorum. A representative of the Union and the Hospital's Human Resources Department may also attend Conference Committee meetings. The Committee will select among its members co-chairs, one representing a bargaining unit member and the other an administration member. The co-chairs shall be responsible for scheduling and chairing the Committee's meetings and preparing any minutes which may be kept. The purpose of this Committee is advisory, not collective bargaining. The Committee should be utilized to provide an open channel of communication between the Union and the Hospital, to make constructive recommendations when requested into matters falling outside this Agreement, such

as staffing, and to assist in the implementation of this Agreement. Committee members will be paid for attendance at Labor Management Committee meetings.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that a grievance be resolved informally wherever possible and at the first level of supervision. If any such grievance arises, it must be submitted by the employee in accordance with the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Documented verbal disciplines may not be grieved. If the Employer recommends termination of employment as discipline, then the Employer shall follow its discipline policy regarding a Loudermill meeting. An employee may file a grievance regarding a termination at Step Two of the grievance process.

Step 1 - Employee and Supervisor. An employee must discuss an alleged discipline grievance with the employee's immediate supervisor within fifteen (15) days in order to bring a written grievance, or the grievance shall be considered waived. If a grievance is not resolved informally, then the employee shall reduce the grievance in writing to the employee's immediate supervisor(s). Alleged non-discipline grievances not discussed with or submitted in writing to the grievant's immediate supervisor(s) within thirty (30) days of the occurrence underlying the grievance shall be considered waived. The written grievance shall contain a description of the alleged problem, the specific section of the contract that has been allegedly breached, the date it occurred and the specific corrective action the grievant is requesting. A conference between the employee and the immediate supervisor will be held as soon as reasonably practicable after submission of the grievance. The immediate supervisor will issue a written reply within ten (10) calendar days following the meeting with the employee.

Step 2 - Employee and Administrative. If the matter is not resolved to the parties' satisfaction at Step 1, the grievance shall be referred, in writing if not already submitted in writing at Step 1, to the Administrative Head within ten (10) calendar days of the immediate supervisor's decision. A conference between the employee (and shop steward/Union Representative, if requested by the employee) and the Administrative Head will be held as soon as reasonably practicable after submission of the grievance. The Administrative Head will issue a written reply within ten (10) calendar days following the meeting with the employee.

Step 3 - CEO (and/or designee), Union Representative and Employee. If the matter is not resolved at Step 2 to the parties' satisfaction, the grievance shall be referred in writing to the CEO (and/or designee) within ten (10) calendar days of the Administrative Head's decision. A meeting between the employee, Union Representative and CEO (and/or designee) will be held as soon as reasonably practicable after submission of the grievance for the purpose of resolving the grievance. The CEO (and/or designee) will issue a written reply within ten (10) calendar days following the meeting with the employee and Union Representative.

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 procedures and time limitations specified in Steps 1, 2, 3 and 4 herein, the employee and the Union may submit the issue, in writing, to final and binding arbitration within ten (10) calendar days following the meeting between the Administrator and the employee. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (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. Furthermore, the arbitrator shall have no authority to substitute his/her judgment for that of the Employer, so long as the Employer's judgment is exercised in good faith and objectively made, based upon established criteria. In addition, the arbitrator shall have no authority to rule on any policies outside of this Agreement. 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. Neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or information in its possession or under its control for any purpose except as may be relevant to a pending grievance and, if necessary, the arbitrator shall resolve the discovery rights of the parties as to grievances submitted to arbitration.

ARTICLE 18 - NO STRIKE CLAUSE

There shall be no work stoppages or slowdowns or lockouts during the life of this Agreement; and continuity of patient care will be maintained at all times.

ARTICLE 19 - SEPARABILITY AND SAVINGS CLAUSE

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or the State of Washington, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 20 - TERM OF AGREEMENT

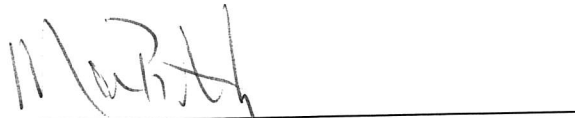
This Agreement shall be in effect from the first full regular pay period following ratification by both parties and shall continue in full force and effect through and including June 30, 2024. Should either party decide to modify or terminate this Agreement on the expiration date, it shall serve written notice on the other party no more than one hundred twenty (120) and no less than ninety (90) days prior to the date of expiration. The parties agree to schedule the first bargaining session at least 90 days before termination of the Agreement unless mutually agreed otherwise.

MASON GENERAL HOSPITAL



Eric Moll, Chief Executive Officer

Date: 7/28/21



Mark Batty
Chief Operating Officer

UFCW, LOCAL 21



Mia Contreras, Executive Vice President

Date: 7/19/2021



Regan McBride, Negotiator

**UFCW Pro-Tech-Clerical
WAGE SCALE**

| Effective January 1, 2024 | | Increase = | | Job Code | Old Base | New Base | Lev 1 | Lev 2 | Lev 3 | Lev 4 | Lev 5 | Lev 6 | Lev 7 | Lev 8 | Lev 9 | Lev 10 | Lev 11 | Lev 12 | Lev 13 | Lev 14 | Lev 15 | Lev 16 | Lev 17 | Lev 18 | Lev 19 | Lev 20 | Lev 21 | Lev 22 | Lev 23 |
|-------------------------------------|-----|------------|-------|----------|----------|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| LPN | 124 | 20.51 | 20.72 | 21.34 | 21.98 | 22.64 | 23.32 | 24.02 | 24.74 | 25.48 | 26.24 | 27.03 | 27.84 | 28.26 | 28.68 | 29.11 | 29.55 | 29.99 | 30.44 | 30.90 | 31.36 | 31.36 | 32.30 | 32.30 | 33.27 | 33.27 | 33.77 | 33.77 | |
| Imaging Systems Technician | 177 | 20.44 | 20.64 | 21.26 | 21.90 | 22.56 | 23.24 | 23.94 | 24.66 | 25.40 | 26.16 | 26.94 | 27.75 | 28.17 | 28.59 | 29.02 | 29.46 | 29.90 | 30.35 | 30.81 | 31.27 | 31.27 | 32.21 | 32.21 | 33.18 | 33.18 | 33.68 | 33.68 | |
| Endoscopy Tech | 180 | 17.98 | 18.16 | 18.70 | 19.26 | 19.84 | 20.44 | 21.05 | 21.68 | 22.33 | 23.00 | 23.69 | 24.40 | 24.77 | 25.14 | 25.52 | 25.90 | 26.29 | 26.68 | 27.08 | 27.49 | 27.49 | 28.31 | 28.31 | 29.16 | 29.16 | 29.60 | 29.60 | |
| Pharmacy Tech | 185 | 57.08 | 57.65 | 57.65 | 57.65 | 59.38 | 61.16 | 62.99 | 64.88 | 66.83 | 68.83 | 70.89 | 73.02 | 74.12 | 75.23 | 76.36 | 77.51 | 78.67 | 79.85 | 81.05 | 82.27 | 82.27 | 84.74 | 84.74 | 87.28 | 87.28 | 88.59 | 88.59 | |
| 340B Program Coordinator | 192 | 21.87 | 22.09 | 22.75 | 23.43 | 24.13 | 24.85 | 25.6 | 26.37 | 27.16 | 27.97 | 28.81 | 29.67 | 30.12 | 30.57 | 31.03 | 31.50 | 31.97 | 32.45 | 32.94 | 33.43 | 33.43 | 34.43 | 34.43 | 35.46 | 35.46 | 35.99 | 35.99 | |
| RT Registered | 196 | 27.13 | 27.40 | 28.22 | 29.07 | 29.94 | 30.84 | 31.77 | 32.72 | 33.70 | 34.71 | 35.75 | 36.82 | 37.37 | 37.93 | 38.50 | 39.08 | 39.67 | 40.27 | 40.87 | 41.48 | 41.48 | 42.72 | 42.72 | 44.00 | 44.00 | 44.66 | 44.66 | |
| RT Elig & Cert | 197 | 24.99 | 25.24 | 26.00 | 26.78 | 27.58 | 28.41 | 29.26 | 30.14 | 31.04 | 31.97 | 32.93 | 33.92 | 34.43 | 34.95 | 35.47 | 36.00 | 36.54 | 37.09 | 37.65 | 38.21 | 38.21 | 39.36 | 39.36 | 40.54 | 40.54 | 41.15 | 41.15 | |
| RT Aide | 198 | 17.46 | 17.63 | 18.16 | 18.70 | 19.26 | 19.84 | 20.44 | 21.05 | 21.68 | 22.33 | 23.00 | 23.69 | 24.05 | 24.41 | 24.78 | 25.15 | 25.52 | 25.91 | 26.30 | 26.69 | 26.69 | 27.49 | 27.49 | 28.31 | 28.31 | 28.73 | 28.73 | |
| Med Technologist ASCP | 208 | 30.62 | 30.93 | 31.86 | 32.82 | 33.80 | 34.81 | 35.85 | 36.93 | 38.04 | 39.18 | 40.36 | 41.57 | 42.19 | 42.82 | 43.46 | 44.11 | 44.77 | 45.44 | 46.12 | 46.81 | 46.81 | 48.21 | 48.21 | 49.66 | 49.66 | 50.40 | 50.40 | |
| Med Technologist Reg. Elig | 209 | 23.15 | 23.38 | 24.08 | 24.80 | 25.54 | 26.31 | 27.10 | 27.91 | 28.75 | 29.61 | 30.50 | 31.42 | 31.89 | 32.37 | 32.86 | 33.35 | 33.85 | 34.36 | 34.88 | 35.40 | 35.40 | 36.46 | 36.46 | 37.55 | 37.55 | 38.11 | 38.11 | |
| MLT (Lab Technician) Reg. Elig | 211 | 20.47 | 20.67 | 21.29 | 21.93 | 22.59 | 23.27 | 23.97 | 24.69 | 25.43 | 26.19 | 26.98 | 27.79 | 28.21 | 28.63 | 29.06 | 29.50 | 29.94 | 30.39 | 30.85 | 31.31 | 31.31 | 32.25 | 32.25 | 33.22 | 33.22 | 33.72 | 33.72 | |
| Lab Assistant | 212 | 18.14 | 18.32 | 18.87 | 19.44 | 20.02 | 20.62 | 21.24 | 21.88 | 22.54 | 23.22 | 23.92 | 24.64 | 25.01 | 25.39 | 25.77 | 26.16 | 26.55 | 26.95 | 27.35 | 27.76 | 27.76 | 28.59 | 28.59 | 29.45 | 29.45 | 29.89 | 29.89 | |
| MLT (Lab Technician) ASCP | 214 | 23.12 | 23.35 | 24.05 | 24.77 | 25.51 | 26.28 | 27.07 | 27.88 | 28.72 | 29.58 | 30.47 | 31.38 | 31.85 | 32.33 | 32.81 | 33.30 | 33.80 | 34.31 | 34.82 | 35.34 | 35.34 | 36.40 | 36.40 | 37.49 | 37.49 | 38.05 | 38.05 | |
| MRI Tech | 220 | 36.53 | 36.90 | 38.01 | 39.15 | 40.32 | 41.53 | 42.78 | 44.06 | 45.38 | 46.74 | 48.14 | 49.58 | 50.32 | 51.07 | 51.84 | 52.62 | 53.41 | 54.21 | 55.02 | 55.85 | 55.85 | 57.53 | 57.53 | 59.26 | 59.26 | 60.15 | 60.15 | |
| Sonographer Reg 2* | 221 | 36.68 | 37.05 | 38.16 | 39.30 | 40.48 | 41.69 | 42.94 | 44.23 | 45.56 | 46.93 | 48.34 | 49.79 | 50.54 | 51.30 | 52.07 | 52.85 | 53.64 | 54.44 | 55.26 | 56.09 | 56.09 | 57.77 | 57.77 | 59.50 | 59.50 | 60.39 | 60.39 | |
| Sonographer Reg Elig | 222 | 27.56 | 27.84 | 28.68 | 29.54 | 30.43 | 31.34 | 32.28 | 33.25 | 34.25 | 35.28 | 36.34 | 37.43 | 37.99 | 38.56 | 39.14 | 39.73 | 40.33 | 40.93 | 41.54 | 42.16 | 42.16 | 43.42 | 43.42 | 44.72 | 44.72 | 45.39 | 45.39 | |
| Reg Rad Tech | 223 | 28.82 | 29.11 | 29.98 | 30.88 | 31.81 | 32.76 | 33.74 | 34.75 | 35.79 | 36.86 | 37.97 | 39.11 | 39.70 | 40.30 | 40.90 | 41.51 | 42.13 | 42.76 | 43.40 | 44.05 | 44.05 | 45.37 | 45.37 | 46.73 | 46.73 | 47.43 | 47.43 | |
| Rad Tech Reg Elig | 224 | 24.45 | 24.69 | 25.43 | 26.19 | 26.98 | 27.79 | 28.62 | 29.48 | 30.36 | 31.27 | 32.21 | 33.18 | 33.68 | 34.19 | 34.70 | 35.22 | 35.75 | 36.29 | 36.83 | 37.38 | 37.38 | 38.50 | 38.50 | 39.66 | 39.66 | 40.25 | 40.25 | |
| Nuc Med Tech | 225 | 33.95 | 34.29 | 35.32 | 36.38 | 37.47 | 38.59 | 39.75 | 40.94 | 42.17 | 43.44 | 44.74 | 46.08 | 46.77 | 47.47 | 48.18 | 48.90 | 49.63 | 50.37 | 51.13 | 51.90 | 51.90 | 53.46 | 53.46 | 55.06 | 55.06 | 55.89 | 55.89 | |
| Sonographer Reg 1 | 226 | 35.33 | 35.68 | 36.75 | 37.85 | 38.99 | 40.16 | 41.36 | 42.60 | 43.88 | 45.20 | 46.56 | 47.96 | 48.68 | 49.41 | 50.15 | 50.90 | 51.66 | 52.43 | 53.22 | 54.02 | 54.02 | 55.64 | 55.64 | 57.31 | 57.31 | 58.17 | 58.17 | |
| CT Tech | 227 | 31.99 | 32.31 | 33.28 | 34.28 | 35.31 | 36.37 | 37.46 | 38.58 | 39.74 | 40.93 | 42.16 | 43.42 | 44.07 | 44.73 | 45.40 | 46.08 | 46.77 | 47.47 | 48.18 | 48.90 | 48.90 | 50.37 | 50.37 | 51.88 | 51.88 | 52.66 | 52.66 | |
| Mammo Tech | 229 | 30.52 | 30.83 | 31.75 | 32.70 | 33.68 | 34.69 | 35.73 | 36.80 | 37.90 | 39.04 | 40.21 | 41.42 | 42.04 | 42.67 | 43.31 | 43.96 | 44.62 | 45.29 | 45.97 | 46.66 | 46.66 | 48.06 | 48.06 | 49.50 | 49.50 | 50.24 | 50.24 | |
| Licensed X-Ray Tech | 230 | 19.21 | 19.40 | 19.98 | 20.58 | 21.20 | 21.84 | 22.50 | 23.18 | 23.88 | 24.60 | 25.34 | 26.10 | 26.49 | 26.89 | 27.29 | 27.70 | 28.12 | 28.54 | 28.97 | 29.40 | 29.40 | 30.28 | 30.28 | 31.19 | 31.19 | 31.66 | 31.66 | |
| Rad Tech Aide | 231 | 17.98 | 18.16 | 18.70 | 19.26 | 19.84 | 20.44 | 21.05 | 21.68 | 22.33 | 23.00 | 23.69 | 24.40 | 24.77 | 25.14 | 25.52 | 25.90 | 26.29 | 26.68 | 27.08 | 27.49 | 27.49 | 28.31 | 28.31 | 29.16 | 29.16 | 29.60 | 29.60 | |
| Echo Technician | 235 | 37.19 | 37.56 | 38.69 | 39.85 | 41.05 | 42.28 | 43.55 | 44.86 | 46.21 | 47.60 | 49.03 | 50.50 | 51.26 | 52.03 | 52.81 | 53.60 | 54.40 | 55.22 | 56.05 | 56.89 | 56.89 | 58.60 | 58.60 | 60.36 | 60.36 | 61.27 | 61.27 | |
| Stores Clerk | 127 | 15.57 | 15.73 | 16.20 | 16.69 | 17.19 | 17.71 | 18.24 | 18.79 | 19.35 | 19.93 | 20.53 | 21.15 | 21.47 | 21.79 | 22.12 | 22.45 | 22.79 | 23.13 | 23.48 | 23.83 | 23.83 | 24.54 | 24.54 | 25.28 | 25.28 | 25.66 | 25.66 | |
| Buyer | 128 | 16.08 | 16.24 | 16.73 | 17.23 | 17.75 | 18.28 | 18.83 | 19.39 | 19.97 | 20.57 | 21.19 | 21.83 | 22.16 | 22.49 | 22.83 | 23.17 | 23.52 | 23.87 | 24.23 | 24.59 | 24.59 | 25.33 | 25.33 | 26.09 | 26.09 | 26.48 | 26.48 | |
| HIM Support Specialist | 141 | 16.01 | 16.17 | 16.66 | 17.16 | 17.67 | 18.20 | 18.75 | 19.31 | 19.89 | 20.49 | 21.10 | 21.73 | 22.06 | 22.39 | 22.73 | 23.07 | 23.42 | 23.77 | 24.13 | 24.49 | 24.49 | 25.22 | 25.22 | 25.98 | 25.98 | 26.37 | 26.37 | |
| Chart Analyst Tech | 142 | 16.64 | 16.81 | 17.31 | 17.83 | 18.36 | 18.91 | 19.48 | 20.06 | 20.66 | 21.28 | 21.92 | 22.58 | 22.92 | 23.26 | 23.61 | 23.96 | 24.32 | 24.68 | 25.05 | 25.43 | 25.43 | 26.19 | 26.19 | 26.98 | 26.98 | 27.38 | 27.38 | |
| HIM Coder Cert. | 146 | 23.54 | 23.78 | 24.49 | 25.22 | 25.98 | 26.76 | 27.56 | 28.39 | 29.24 | 30.12 | 31.02 | 31.95 | 32.43 | 32.92 | 33.41 | 33.91 | 34.42 | 34.94 | 35.46 | 35.99 | 35.99 | 37.07 | 37.07 | 38.18 | 38.18 | 38.75 | 38.75 | |
| Patient Financial Services Rep | 161 | 20.44 | 20.64 | 21.26 | 21.90 | 22.56 | 23.24 | 23.94 | 24.66 | 25.40 | 26.16 | 26.94 | 27.75 | 28.17 | 28.59 | 29.02 | 29.46 | 29.90 | 30.35 | 30.81 | 31.27 | 31.27 | 32.21 | 32.21 | 33.18 | 33.18 | 33.68 | 33.68 | |
| Reg Specialist | 169 | 17.98 | 18.16 | 18.70 | 19.26 | 19.84 | 20.44 | 21.05 | 21.68 | 22.33 | 23.00 | 23.69 | 24.40 | 24.77 | 25.14 | 25.52 | 25.90 | 26.29 | 26.68 | 27.08 | 27.49 | 27.49 | 28.31 | 28.31 | 29.16 | 29.16 | 29.60 | 29.60 | |
| Insurance Coordinator | 172 | 18.92 | 19.11 | 19.68 | 20.27 | 20.88 | 21.51 | 22.16 | 22.82 | 23.50 | 24.21 | 24.94 | 25.69 | 26.08 | 26.47 | 26.87 | 27.27 | 27.68 | 28.10 | 28.52 | 28.95 | 28.95 | 29.82 | 29.82 | 30.71 | 30.71 | 31.17 | 31.17 | |
| FIN Management Reporting Specialist | 173 | 19.13 | 19.32 | 19.90 | 20.50 | 21.12 | 21.75 | 22.40 | 23.07 | 23.76 | 24.47 | 25.20 | 25.96 | 26.35 | 26.75 | 27.15 | 27.56 | 27.97 | 28.39 | 28.82 | 29.25 | 29.25 | 30.13 | 30.13 | 31.03 | 31.03 | 31.50 | 31.50 | |
| Charge Services Specialist | 174 | 20.44 | 20.64 | 21.26 | 21.90 | 22.56 | 23.24 | 23.94 | 24.66 | 25.40 | 26.16 | 26.94 | 27.75 | 28.17 | 28.59 | 29.02 | 29.46 | 29.90 | 30.35 | 30.81 | 31.27 | 31.27 | 32.21 | 32.21 | 33.18 | 33.18 | 33.68 | 33.68 | |
| Staffing Coordinator | 175 | 17.98 | 18.16 | 18.70 | 19.26 | 19.84 | 20.44 | 21.05 | 21.68 | 22.33 | 23.00 | 23.69 | 24.40 | 24.77 | 25.14 | 25.52 | 25.90 | 26.29 | 26.68 | 27.08 | 27.49 | 27.49 | 28.31 | 28.31 | 29.16 | 29.16 | 29.60 | 29.60 | |

Effective 09/01/2018

| | Shift Diff | | Standby STBY SHF5 | Call-Back: (from standby) Week,Days | Call-Back: (from standby) Weekends & Holidays | Call-In (not on standby) | Lead LEAD SHF6 | Weekend WKEND SHF7 | Higher Class | Report Pay | Sixth Day | Holiday | Premium in Lieu of Benefits | Interim Unit Operations responsibilities |
|-----------|-------------|---------------|--|--|---|--|----------------------|-----------------------------|--|---------------------------------------|---------------------------------|---------------------------------|---|---|
| | EVE SHF2 | NIGHT SHF3 | | | | | | | | | | | | |
| Pro-Tech: | \$1.75 | \$2.65 | \$3.85 Discontinued when called back | 1 1/2 base rate +shift diff 2 hour min | 1 1/2 base rate +shift diff 3 hour min | 1 1/2 base rate for FT see called with <6 hrs notice 3 hour min | \$1.25 | \$2.25 (11p Fri-11p Sun) | greater of base rate of higher job or 5% | 4 hour minimum (if > 1 1/2 notice) | 1 1/2 base rate + shift diff | 1 1/2 base rate, shift diff. | 10% (Eligible to receive premium if choose this option within 15 days of hire into benefit eligible position) | 10% premium above base rate of pay for hrs wkld in assignment |
| Clerical: | \$1.35 | \$1.75 | \$3.25 Discontinued when called back | 1 1/2 base rate +shift diff 2 hour min | 1 1/2 base rate +shift diff 3 hour min | 1 1/2 base rate for FT see called with <6 hrs notice 3 hour min | \$1.25 | \$1.75 (11p Fri-11p Sun) | greater of base rate of higher job or 5% | 4 hour minimum (if > 1 1/2 notice) | 1 1/2 base rate + shift diff | 1 1/2 base rate, shift diff. | 10% (Eligible to receive premium if choose this option within 15 days of hire into benefit eligible position) | 10% premium above base rate of pay for hrs wkld in assignment |

need to update and add Preceptor Premium to Pro Tech, not sure about clerical

MEMORANDUM OF UNDERSTANDING ONE
Diagnostic Imaging Lead, Modality, and Preceptor Pay

This Memorandum of Understanding (“MOU”) is between Mason General Hospital (“MGH” or “Hospital”) and United Food and Commercial Workers Union, Local 21 (Local 21) and reflects the agreement reached regarding the pay practice for Diagnostic Imaging employees who are assigned a lead or preceptor role, or who have and work in multiple modalities.

1. The differential pay rate will be \$1.25 for a lead, \$1.00 for a preceptor. The lead and preceptor pay will be paid in addition to the employee’s base rate of pay. Preceptor pay will be applied and paid only when students are on site.
2. The lead roles are specifically outlined in each modality job description.
3. The employee assigned to the preceptor role is the point of contact for Rad Tech students. The preceptor is responsible for planning, organizing, and evaluating the new skill development of the Rad Tech students. Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific period of time. This employee provides feedback to the students and is the liaison between the Hospital and the teaching institution. The employee will attend off site meetings at the teaching facilities as needed.
4. The Hospital retains the right to assign and remove an employee to the lead roles as needed, and to meet the operation goals of the department and the delivery of care to our patients.
5. Diagnostic Imaging employees with certifications for multiple modalities (e.g., x-ray, CT, mammography) will be paid at the highest wage rate applicable for their most advanced modality certification, as long as they are working in a position that uses that certification.


For example, if a Diagnostic Imaging employee is hired as a Mammo Tech but acquires a CT Tech certification and performs CT Tech work for a portion of the employee’s duties, then the employee will receive CT Tech wages.

MASON GENERAL HOSPITAL

UFCW 21



Eric Moll, CEO



Regan McBride, UFCW Negotiator

Date: 7/28/21

Date: 7/19/2021

MEMORANDUM OF UNDERSTANDING TWO
Conditional Reopener

This Memorandum of Understanding (“MOU”) is between Mason General Hospital (“MGH” or “Hospital”) and United Food and Commercial Workers Union, Local 21 (Local 21).

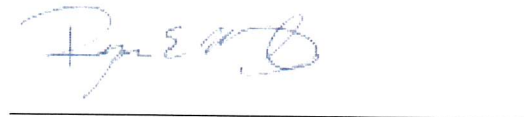
If by change in law or rule or regulation the Hospital will not retain its critical access status through the term of this Agreement and/or if there is any combination of a rate reduction between Medicare and Medicaid exceeding 4.99% (this would include the 2% sequestration already in effect) the Hospital may, by written notice to the Union, reopen this Agreement. The Parties agree to meet within 30 days of the Notice of Reopener.

MASON GENERAL HOSPITAL

UFCW 21



Eric Moll, CEO



Regan McBride, UFCW Negotiator

Date: 7/28/21

Date: 7/19/2021

MEMORANDUM OF UNDERSTANDING THREE


Remote Work for HIM Certified Coders

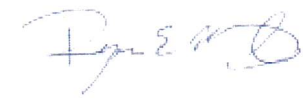
The parties recognize that remote work and flexible work times are becoming more common for HIM Certified Coders in the healthcare industry to enhance productivity, to recruit and retain a diverse and talented workforce, and to reduce costs. Accordingly, the parties agree that remote work and flexible work time arrangements are a potential option for employees in HIM Certified Coders. Remote work and flexible work time arrangements require mutual agreement among the employee and the Employer and are approved on a case-by-case basis at the Employer's discretion. The specific terms of a remote work and flexible work time arrangement with each employee (e.g., the days/hours that the employee is expected to be working and available, productivity/accuracy expectations to continue the arrangement) will be reduced to writing. If a return from the remote work/flexible work schedule is desired by the Employer for reasons other than technology issues and/or productivity/accuracy expectations, a thirty (30) day notice prior to the change is required. Articles based on non-flexible work hours shall not apply to employees who have remote work/flexible work arrangements. Examples of such articles are:

- Workday under Article 8.1
- Contractual Overtime under Article 8.3.1
- Additional Hours Worked under Article 8.3.5
- Weekends under Article 8.9
- Rest Between Shifts under Article 8.10
- Shift Differential under Article 10.1
- Weekend Premium Pay under Article 10.6
- Authorized Telephone Calls under Article 10.9
- Compensation for Sixth Consecutive Day under Article 10.10
- Holidays under Article 11

MASON GENERAL HOSPITAL

UFCW 21


Eric Moll, CEO


Regan McBride, UFCW Negotiator

Date: 7/28/21

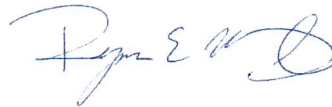
Date: 7/19/2021

MEMORANDUM OF UNDERSTANDING FOUR
Supplementation of WA Paid Family and Medical Leave

If the employer allows employees to use accrued earned time and EIB to supplement wages up to their FTE when using WA Paid Family and Medical Leave, then, starting six months after the effective date of such allowance, in the event that an employee is scheduled to accrue more than 320 hours of earned time, the employee may: take the excess time as vacation in the same pay period as it is accrued, in accordance with request and scheduling requirements or may convert non-PSL-designated hours over 320 Earned Time hours to EIB hours. If earned Time reaches 320 hours, then the amount above 320 hours that is not designated as PSL Earned Time will be automatically converted to EIB hours unless a requested vacation is denied due to scheduling conflicts or the employee exercises the paid vacation option above. Such conversions will be processed during the pay period in which the excess earned time hours are accrued.

MASON GENERAL HOSPITAL

UFCW 21



Eric Moll, CEO

Regan McBride, UFCW Negotiator

Date: _____

7/28/21

Date: _____

7/19/2021

Signature:

Email: mbatty@masongeneral.com

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

WWW.UFCW3000.ORG

UFCW3000



UFCW3000

1-800-732-1188 | MEMBER RESOURCE CENTER 206-436-6570

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