

Agreement by and between
UFCW 3000
and
MultiCare

Licensed Practical Nurses

Effective through: 02-28-2024

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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This Agreement is made and entered into by and between MultiCare Health System Acute Care Division, (hereinafter referred to as the "Employer") and UFCW Local 21, chartered by the United Food and Commercial Workers International Union (hereinafter referred to as the "Union").

PREAMBLE

This purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and other terms and conditions of employment.

ARTICLE 1 RECOGNITION

1.1 The Hospital recognizes the Union as the sole collective bargaining agent for wages, hours, and other conditions of employment pursuant to the certification of representatives of the National Labor Relations Board, United States of America, dated the 14th day of April, 1975, for all full time and part time licensed practical nurses employed by the Hospital, excluding professional employees, on-call employees, guards, and supervisors as defined in the Act, and all other employees.

1.2 Successor. This agreement shall be binding upon MultiCare and any successor employer.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 The Union recognizes the rights of the Hospital to operate and manage MultiCare Medical Center/Allenmore Hospital, including but not limited to the rights to establish and require standards of performance, to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit, contract out or curtail the whole or any part of the operation; to select, hire, classify, assign, promote or transfer employees; to discipline, demote, suspend or discharge employees for cause; to lay off and recall employees; to require reasonable overtime work of employees; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Hospital, shall not be exercised so as to violate any of the specific provisions of this Agreement.

2.2 The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned.

2.3 At least 120 days prior to reaching a final determination (as determined by MultiCare in its discretion) to subcontract work currently performed by bargaining unit employees, MultiCare agrees to:

1) Provide the Union with notice of the potential transaction (the “Notice of Potential Transaction”) which shall be considered confidential (unless otherwise indicated by MultiCare) and not disclosed to the public, or other individuals or entities without a need to know about the potential transaction. Upon request, MultiCare will provide documentation of the facts giving rise to consideration of the potential transaction, subject to execution of an appropriate Confidentiality Agreement in a form acceptable to MultiCare. Any requests for information by the Union will be responded to within a reasonable time, depending upon the extent of the information requested.

2) MultiCare will meet and confer with the Union to discuss and consider the feasibility of creating and/or implementing alternatives to the subcontracting that would satisfy consumer needs, avoid negative impact on bargaining unit employees and meet MultiCare’s business objectives.

This commitment to meet and confer under this section for the purposes of further review and consideration of alternatives is not intended to create a duty to bargain nor limit MultiCare’s ultimate authority to subcontract work currently performed by bargaining unit employees. MultiCare and the Union will endeavor to conclude such discussions within 45 days from the date MultiCare provided the Union with the Notice of Potential Transaction.

In the event MultiCare decides to contract out a service which will result in the elimination of an entire work unit, department or facility, MultiCare will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for affected employees, provided that such efforts are expressly excluded from the scope of the grievance process, **Article ___**, and shall under no circumstances be subject to grievance or arbitration. Preferential hiring commitments, in the discretion of the subcontracting party, could include but not be limited to first consideration over other qualified candidates for positions created as a result of the contract and/or favorable treatment of such employment conditions as credit for seniority, tenure, retirement, or PTO and EIT.

For purposes of this Agreement, to “subcontract” or “contract out” means that work currently performed by members of the bargaining unit is transferred to employees of a third party unaffiliated in any way with MultiCare.

ARTICLE 3 UNION MEMBERSHIP AND REPRESENTATIVES

3.1 Union Membership. All LPN’s covered by this Agreement, who are now members or become members of the Union shall, as a condition of employment, upon the effective date,

remain members in good standing in the Union. "In good standing," for the purposes of this Agreement, is defined as the tendering of union dues on a timely basis.

It shall be a condition of employment that all LPN's covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

3.1.1 LPN's who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the LPN fulfills the membership obligations set forth in this Agreement.

3.1.2 Any LPN who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund.

3.1.3 These religious objections and decisions as to which funds will be used must be documented and declared in writing to the Union. Any LPN exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

3.1.4 The Employer shall make LPNs hired or transferred into the bargaining unit aware of the membership conditions of employment at the time of hire.

3.2 Contract. Upon initial employment, the Hospital shall distribute to each new LPN hired into this bargaining unit a copy of this Agreement, an electronic Union membership packet (including dues authorization form as described in Section 3.3 below), and a letter from the Union. The Union shall provide copies of the electronic membership packet and Agreement to the Hospital.

3.3 Dues Deductions. Upon presentation of a voluntarily submitted, individually signed authorization form, the Hospital agrees to deduct from the paycheck of each LPN during the term of this Agreement the monthly dues required of members by the Union. The amounts deducted will be transmitted to the Union by check payable to its order on or before the tenth (10th) of each following month. Upon issuance and transmittal of this check to the Union, the Hospital's responsibility shall cease with respect to deductions covered thereby. The Union and each LPN authorizing the assignment of the LPN's wages for the payment of union dues hereby undertake to indemnify and hold the Hospital harmless from all claims, demands, suits or other forms of liability that shall arise against the Hospital for or on account of any such deduction made from the wages of an LPN pursuant to the terms of this section. The deduction of union dues may be terminated by an LPN on a 30 day written notice to the Hospital and the Union.

3.4 Bargaining Unit Information. Upon written request, the Hospital shall supply to the Union a list of names of those employees covered by this Agreement. The list shall include the name, address, phone number, home email, work location, job classification, Social Security

Number, date of hire, hourly rate of pay, gross monthly pay for the past three (3) months, and regular hours worked for each employee. The Hospital shall furnish to the Union on a monthly basis the names of employees newly hired or terminated, with employee addresses, job classification and status. The Union agrees not to intentionally use Employer mail or email, including courier services, nor will it fax documents to employees at the employer's facilities as a means of contacting bargaining unit employees.

3.5 Union Representatives. Representatives of the Union may enter the Hospital for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto. Such visits shall not interfere with patient care, and shall be limited to areas that are available to the public, not including patient waiting rooms, and which do not violate Employer security and/or confidential Employer files.

3.6 Unit Representatives. LPNs shall have the right to elect unit representatives from among LPNs in the unit. The Local Unit Representative shall not be recognized by the Hospital until the Union has given the Hospital written notice of the selection which would occur within seven (7) days from date of selection. Unless otherwise agreed to by the Hospital, the investigation of grievances and other Union business shall only be conducted during the nonworking time of all LPNs involved. LPNs shall suffer no loss of pay if required to attend grievance meetings with Hospital representatives while on duty status.

3.7 Bulletin Board. The Employer shall furnish designated space on bulletin boards in each department that employs LPNs for the use of the Union. The Employer reserves the right to remove any discriminatory notices or information with profane, libelous or malicious content provided, however, that the Employer shall notify the Union Representative as soon as possible of its removal with a copy of the posting and the reason for its removal. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

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

3.9 Meeting Rooms. In accordance with Hospital policy, the Union may use designated meeting rooms of the Employer for meetings of the Local Unit, provided sufficient advance request for meeting facilities is made to the Director, Employee and Labor Relations, or designee, and space is available.

3.10 Orientation. Employee Unit Representatives or Union Representative may meet with new hires for a period of up to one-half (1/2) hour at the end of the Hospital's orientation. If the employer reimplements in-person orientation, they shall reimplement the practice of notifying employees that a union representative is waiting in a designated area. Attendance shall be

voluntary and shall be on the unpaid time of the Unit Representative and new hire. The Employer will provide a list of all newly hired employees to the Union a prior to the first day of new employee orientation.

ARTICLE 4 DEFINITIONS

4.1 Probationary LPN. An LPN shall be considered a probationary LPN during the first ninety (90) days of employment. Full time probationary LPNs shall accrue benefits, but shall not be eligible to use them except as otherwise provided in this Agreement. During, or at the end of, the probationary period, either the Hospital or the LPN may decide to terminate the employment relationship for any reason without notice or pay in lieu of notice. Such terminations shall not be subject to the grievance procedure of this Agreement.

4.2 Full Time LPNs. LPNs who have completed their probationary period and are regularly scheduled to work forty (40) hours per week or eighty (80) hours per pay period. Such LPNs shall receive all benefits set forth in this Agreement.

4.3 Part Time LPNs. LPNs who have completed their probationary period and are regularly scheduled to work less than forty (40) hours per week or eighty (80) hours per two week period. Part time LPNs shall be compensated in the same manner as full time LPNs, except that pay and benefits shall be prorated in proportion to the hours which they work. In lieu of all benefits provided for in this Agreement, a part time LPN may elect a fifteen percent (15%) wage differential to be effective upon completion of the probationary period. Selection must occur within the first ten (10) days of employment or within thirty (30) days of the signing of this Agreement, whichever is later. Thereafter, no change in benefit compensation shall be granted during the term of this Agreement.

4.4 On Call. An employee who works on an intermittent or unscheduled basis. On call employees are not represented and do not earn seniority.

4.5 Resident LPN. A licensed practical nurse whose clinical experience after graduation is less than nine (9) months, or an LPN who is returning to hospital practice with no recent clinical training experience. Such an LPN shall be assigned as a team member under close supervision of more experienced LPNs and shall be responsible for the direct care of a limited number of patients. The period of residency shall be three (3) consecutive months.

4.6 Temporary LPN. A temporary LPN is one so classified on Hospital payroll records and who is assigned responsibilities associated with a specific need, situation, or reason strictly temporary in nature, and who works if and as when needed to perform these responsibilities. This classification is not to exceed six (6) months. Upon completion of six (6) months' employment, the LPN shall be classified as a full time or part time LPN. While the LPN is classified as temporary, there will be no benefits accumulated for that period. If the LPN should become a regular LPN, the original date of employment will be used for accrual of benefits and the LPN shall be subject to a probationary period as provided for in Section 4.1.

4.7 Preceptor. A preceptor is an experienced licensed practical nurse proficient in clinical teaching who is specifically responsible for planning, organizing, teaching and evaluating the new skill development of a nursing student involved in a graduate LPN preceptorship or an LPN enrolled in a defined program, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria based and goal directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. It is understood that LPNs in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new LPNs. This would include the providing of informational assistance, support and guidance to new LPNs.

4.8 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee's hourly wage rate (including the wage premium in lieu of benefits, if applicable), plus shift differential if the evening or night shift is a permanent assignment.

ARTICLE 5 EMPLOYMENT PRACTICES

5.1 Equal Employment Opportunity. The Hospital and the Union agree that except as permitted by law there shall be no discrimination against any LPN or applicant for employment because of race, color, creed, national origin, religion, sex, age, handicap, marital status, gender identity, genetic information or union membership unless any of the foregoing factors constitutes a bona fide occupational qualification. Sexual harassment shall be considered discrimination for purposes of this Article.

5.1.1 Any LPN who feels that they have been unlawfully discriminated against in terms of their employment should contact the Human Resources Department for assistance within ten (10) days excluding weekends and holidays from the date of the incident. The LPN shall provide the Human Resources Department with a written statement setting forth specific information regarding the alleged act of discrimination. A meeting with the LPN (if requested by the LPN or the Union) will be held to review the incident and the allegations. The Human Resources Department will conduct an impartial investigation and will provide a written summary of the resolution of the complaint and/or the Hospital's position concerning the matter within thirty (30) days of the date the LPN submitted the complaint to the Human Resources Department. If the complaint is not satisfactorily resolved, it may be submitted by the LPN to the appropriate administrative agency. Complaints alleging any form of discrimination shall not be subject to Article 13 Grievance Procedure.

5.1.2 Waiver. If an employee or the Union elects to file a grievance under Section 5.7 above, prior to submitting said grievance to arbitration, the employee shall sign a written memorandum waiving their right to pursue alleged violations of the provisions of Section 5.7 with a governmental agency. Failure to sign such a waiver shall relieve the Employer of its obligation to consider the grievance beyond Step 2 of the grievance procedure.

5.2 Notice of Resignation. Full time or part time LPNs shall give not less than fourteen (14) calendar days' prior written notice of intended resignation. Failure to give such notice shall result in forfeiture of any accrued PTO benefits. PTO time cannot be used as resignation notice except in extreme emergencies. Full time or part time LPNs shall receive at least fourteen (14) calendar days' prior written notice of termination or pay in lieu thereof except in cases of termination for just cause.

5.3 Discipline and Discharge. No full time or part time employee shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. The Employer shall be the sole judge of the employee's capability and competence; provided however, that said judgement shall be exercised in good faith and based on established job criteria. A copy of all written disciplinary actions will be given to the employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to any written disciplinary actions to be included in their personnel file. An employee may request the attendance of a Bargaining Unit Representative or a Union representative during any investigatory meeting which may lead to disciplinary action. If an employee believes that a disciplinary action or discharge is without proper cause, the employee may utilize the grievance procedure. An employee may request removal of a progressive guidance after one (1) year, if no further discipline of the same or similar nature has occurred. The decision to remove the progressive guidance rests solely with Management.

5.4 Job Posting. The Employer shall post notices of positions to be filled on the internal applicant portal of the web-based employment application system in advance of filling the position in order to afford present employees an opportunity to apply for consideration. Employees who are concerned about openings that may occur within their current unit while they are on a scheduled vacation or leave of absence of one week or more may submit notice to their manager that they wish to be considered for any openings posted during the scheduled vacation. Such notice shall be in writing via e-mail and shall include the shift and FTE. This notice shall be valid for the period of the scheduled vacation only and shall not apply to openings posted after the end of the scheduled vacation. Except for situations that, in the opinion of the Employer, require more immediate action, the Employer shall post such notices for at least seven (7) days. Job posting will contain classification, FTE status and location of position (i.e. facility). Seniority shall be the determining factor in filling such vacancy providing qualifications, competence, efficiency and past performance (during the prior twelve [12] months) are considered to be equal in the opinion of the Employer as set forth in Article 6. Seniority shall be counted over external candidates when considering job transfer applications between locations. If the employee obtains the new position at another location or within another UFCW Local 21

bargaining unit, the employee's prior seniority will be terminated and will be restarted for the new position on the transfer date.

5.4.1 Notwithstanding the provisions of Section 6.1, for purposes of job postings at each particular hospital, seniority shall mean the LPN's continuous length of service at that hospital.

5.4.2 If the Employer should exercise its right to contract out work performed by unit employees and if unit employees are laid off as a result thereof, such employees may apply for any open positions in similar job classifications within MultiCare pursuant to Section 5.4 of this Agreement. The Employer will notify the Union prior to subcontracting out bargaining unit work.

5.5 Health Exams. The Hospital shall continue its present policy of providing a TB test at the time of employment and annually thereafter, and providing CBC, UA and pap smear annually if ordered by a physician, all without cost to the LPN.

5.6 Evaluations. The Hospital shall maintain an evaluation system which provides for LPN evaluations on a probationary and annual basis. Consistent with its present practice, no evaluation will be entered into an LPN's file until the LPN has had an opportunity to read, comment on and sign it. Upon request, the Hospital shall provide the LPN a copy of the completed evaluation.

5.7 Personnel Files. The Hospital shall continue its present policy of providing LPNs access to their personnel files by appointment, subject to the deletion of third party reference material.

5.8 Floating. For the purposes of this Article, an employee would be considered to be "floating" when he or she is sent to a unit/clinic or facility other than his or her primary assigned location. Employees hired to float between facilities and employees who are required to float within their facility or across clinics will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the unit/facility/clinic to which such employee is assigned. Employees will be expected to perform all job functions but will not be required to perform tasks or procedures specifically applicable to the unit/facility/clinic for which they have not been trained. All work performed by employees floated to a location that is under a different collective bargaining agreement shall be paid and subject to their home contract. The Employer retains the right to change the employee's daily work assignment to meet patient care needs. Floating shall be a topic of the parties Labor-Management committee.

Employees may receive reimbursement for eligible mileage as outlined in the Travel and Employee Business Expense Reimbursement policy (FIN.AP.004).

Floating shall remain a standing agenda item for conference committee meetings for the first six (6) months following the date of ratification.

5.9 Low Census. Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During periods of low census, the Employer will assign low census to LPNs in the following order:

1. Agency (personnel employed on a day-to-day basis);
2. LPNs working in any time and one-half (1 1/2) condition, except when the LPN is working the LPNs regularly scheduled shift;
3. Volunteers;
4. On-call;
5. Regular part-time LPNs working above their assigned FTE status;
6. Full-time and part-time LPNs who are making up low census days from earlier in the pay period;
7. Full-time or part-time LPNs as well as any Travelers in accordance with the low census rotation.

In the event there are no volunteers, the Employer will assign and rotate mandatory low census by hours equitably among all LPNs within a clinical service on a shift, providing skill, competence, ability and availability in a specific area are considered equal in the opinion of the Employer. In the event an LPN is placed in an on call status and not called in to work, the shift will be counted as the LPN's mandatory low census day. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. Floating to another unit or other work assigned by the Employer in lieu of taking a low census day will count for purposes of the low census rotation. Each clinical service by shift will have a seniority roster. For low census purposes, the seniority roster will be restarted each six (6) months. If the LPN is not available by telephone on their mandatory low census rotation turn, and reports to work without checking census status, upon reporting for work the LPN may be low censused without pay. Each LPN is responsible for knowing their position on the low census roster. All low census hours taken shall count toward the accrual of benefits. PTO may be used on a low census day. An LPN who is placed on low census will be allowed to fill a shift scheduled to be worked by an on-call LPN provided the replacement shift is in the same pay period and will not result in additional overtime. All records of low census hours will be maintained by Nursing Administration.

5.9.1 Inadvertent or mistaken application of this provision will not entitle the LPN to back pay; rather, the LPN will be entitled to skip their next turn in the rotation.

5.9.2 In the event any LPN is given a total of fifty (50) hours of involuntary low census within a three (3) month period, the Union and management will meet to look at methods to alleviate this situation, up to and including layoffs.

5.10 Status Review. Part-time employees continuously working above their assigned FTE for a period of three (3) months or more may request an objective, good faith review with the

Director of Employee and Labor Relations (or designee) to determine whether the employee's FTE accurately reflects the requirements of the position. The Employer shall provide a written response to the Union within fourteen (14) days of the request. If the Employer fails to provide information to the Union within the fourteen (14) day time period, the Union may file a grievance as per Article 13 (Grievance Procedure) of this Agreement. This review shall not apply to employees who are working additional hours on a temporary basis to cover vacations, ill calls or leave of absence, to cover a position vacancy or for a special project. If the additional FTE meets the requirements set out above and reflects a 0.2 FTE or less increase to the employee's current FTE, the employee will be awarded the additional FTE. If the additional FTE meets the requirements set out above and reflects an increase of more than 0.2 to the employee's current FTE, the additional FTE must be posted and the provisions of Article 5.4, Job Postings, will apply.

If an on call employee is continuously working hours equivalent to a regular FTE for a period of three (3) months or more the Union may request an objective, good faith review with the Director of Employee and Labor Relations (or designee) to determine whether an FTE should be posted. The Employer shall provide a written response to the Union within fourteen (14) days of the request. If the Employer fails to provide information to the Union within the fourteen (14) day time period, the Union may file a grievance as per Article 13 (Grievance Procedure) of this Agreement. This review shall not apply to on call employees who are working the hours on a temporary basis to cover vacations, ill calls or leave of absence, to cover a position vacancy or for a special project. If the FTE meets the requirements set out above the FTE must be posted and the provisions of Article 5.4, Job Postings, will apply.

5.11 American's with Disabilities Act. The parties to this Agreement recognize that the Americans with Disabilities Act (ADA) imposes certain restrictions on an Employer with regard to the hiring and retention of employees. The parties accordingly agree that, notwithstanding any other provisions of the Agreement, the Employer may take any action it deems necessary in order to comply with the provisions of the ADA. Where possible, the Union shall be notified at least fourteen (14) days prior to the intended implementation of any action and, upon request, the Employer shall meet with the Union to explain the reasons for the action to be taken.

5.12 Orientation. The objectives of orientation shall be to familiarize newly hired employees with the objectives and philosophy of the Hospital and its services, to orient new employees to Hospital policies and procedures, and to instruct new employees as to their functions and responsibilities to enable them to practice independently. Employees will be oriented through a combination of instructional conferences, floor and/or shift work.

ARTICLE 6 SENIORITY

6.1 Definition. Seniority shall mean an LPN's continuous length of service as an LPN from most recent date of hire as a full time or part time LPN at Mary Bridge Children's Health Center, Tacoma General Hospital and/or Allenmore Hospital. Seniority shall not apply to an LPN until

completion of the required probationary period. Upon satisfactory completion of this probationary period, the LPN shall be credited with seniority from most recent date of hire.

6.1.1 If an employee has at least five (5) years seniority and then leaves the bargaining unit to go to on-call status, is involuntarily transferred out of the bargaining unit or transfers to a non-bargaining unit position within MultiCare Health System for a period of less than eighteen (18) continuous months, the employee's seniority shall be frozen from the time they leave the bargaining unit until such time as they return within the eighteen (18) month period.

6.2 Application of Seniority. Where such factors as qualifications, competence and efficiency are considered substantially equal by the Employer, seniority shall be the controlling consideration in determining transfers, shift changes, long-term layoffs (thirty (30) days or more), and recall from layoffs, promotions to positions within the bargaining unit, and vacation scheduling. The Employer shall be the sole judge of the qualifications, competence and efficiency of its employees, provided that such judgments are based upon established criteria and are not arbitrary or capricious.

6.3 Layoff and Recall. In the event of a permanent layoff, the Hospital shall notify any LPNs involved thirty (30) days prior to the impending layoff. Seniority shall be the determining factor for layoff and recall providing that skills, competence and ability in a specific area are considered equal in the opinion of the Associate Administrator of Nursing or designee. Temporary LPNs and probationary LPNs shall be laid off prior to full time and part time LPNs. A layoff shall mean any mandatory, permanent, full or partial reduction in an LPN's FTE status. In implementing the layoff procedure, the Employer will determine the total number of FTEs for each shift in the Clinical Service as well as the full and part-time staffing mix for each shift. Displaced nurses will be able to select from a Low Seniority Roster identified below.

6.3.1 Low Seniority Roster. A Low Seniority Roster shall be made up of any vacant LPN positions and the positions held by the least senior LPN's who comprise twenty percent (20%) of the job group within each separate facility: Tacoma General Hospital; Mary Bridge Children's Hospital and Health Center, and Allenmore Hospital. Displaced LPNs may, in the order of their seniority, select a position for which the LPN is qualified from their respective hospital low seniority roster, with the most senior displaced LPN selecting first. An LPN will be considered qualified if, in the opinion of the employer, the nurse could become oriented to the position and thereafter function independently at acceptable performance levels with up to eighty (80) hours of orientation. Any nurse bumped from the Low Seniority Roster shall be subject to immediate layoff.

6.3.2 Reduction in FTE/Reallocation of Staffing/Re-Bids: In the event the Employer deems it necessary to reallocate LPN staffing, reduce FTE's and/or to re-bid shift schedules, the Employer shall notify the union and the LPNs a minimum of 7 days prior to the re-bid or reallocation of FTE's. In the case of an FTE reduction, the Employer shall use the same procedure as provided for under Section 6.2, Layoff and Recall. In the case of reallocations of staffing or re-bids, bidding shall be limited to the shift and/or

department; bumping rights as outlined in Section 6.2.1, Low Seniority Roster shall not apply to reallocations of staff and re-bids. Seniority shall be the determining factor for reallocation of staffing and re-bids.

6.4 Cessation. Seniority shall terminate upon cessation of the employment relationship, for example, discharge, resignation, retirement, accepting permanent employment with another hospital, refusal to accept a permanent job opening offered by the Employer, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

6.5 Severance Pay. Upon completion of the probationary period, any full time or part time employee subject to lay off may elect to voluntarily terminate employment with the Employer and receive severance pay as set forth below. Any employee electing this option shall not have recall rights (Article 6.2).

Severance Pay	Years of Service
2 weeks of pay	less than 2 years
3 weeks of pay	2 to 4 years
4 weeks of pay	5 to 6 years
5 weeks of pay	7 to 9 years
6 weeks of pay	10 to 14 years
10 weeks of pay	15 to 24 years
12 weeks of pay	25 or more years

Part time employees are eligible for severance pay prorated to the employee's FTE. The severance payment will be paid to the employee in a lump sum on the employee's last paycheck.

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.1 Work Day/Work Period. A normal work day shall consist of eight (8) hours to be completed within eight and one half (8 1/2) consecutive hours with a thirty (30) minute unpaid meal period. The normal work period shall consist of forty (40) hours of work within a seven (7) day period, or eighty (80) hours within a fourteen (14) day period.

7.2 Innovative Work Schedules. An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Employment Agreement. Written innovative work schedules may be established by mutual agreement between the Hospital and the LPN involved. Prior to the implementation of a new innovative work schedule, the Employer and the Union will review and determine conditions of employment relating to that work schedule. Where innovative schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the innovative work schedule, after at least three (3) weeks' advance notice to the LPN.

7.3 Overtime. All work in excess of the normal work day or week shall be properly authorized and approved in advance by the immediate supervisor and shall be compensated for at the rate of one and one half (1 1/2) times the LPN's regular rate of pay. All overtime hours after twelve (12) consecutive hours of work shall be paid at the double time (2x) rate of pay. Overtime shall be considered in effect when eight (8) minutes or more are worked after the end of the scheduled shift, and shall be calculated to the nearest fifteen (15) minute period. The regular rate of pay shall include shift differential, if the evening or night shift is a permanent assignment. The Hospital and the Union concur that overtime should be discouraged. If overtime work is determined to be necessary by the Employer, LPNs volunteering to work overtime will be the first assigned. If mandatory assignment of overtime is required due to no LPN volunteering, the Employer will rotate overtime equitably beginning with inverse order of seniority. If the employee can no longer function with reasonable skill and safety, the employee should immediately discuss the matter with his/her immediate supervisor. The supervisor shall take all practical measures to transition the employee's duties as soon as possible. Upon written request by the Union, the Employer will describe what practical measures were taken at the next Conference Committee.

7.4 Duplication of Overtime. Time paid for but not worked shall not count as time worked for purposes of computing overtime. There shall be no pyramiding or duplication of overtime or premium pay. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits. Under no circumstances shall an LPN be credited with more than 2080 hours of work for purposes of benefit accrual during any one twelve (12) month period.

7.5 Lunch and Rest Periods. In accordance with state law, all LPNs shall receive an unpaid thirty (30) minute meal period during each regular workday and two (2) paid rest periods of fifteen (15) minutes during each eight (8) hour or ten (10) hour workday. Where the nature of the work allows LPNs to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required. Subject to written mutual agreement meal and/or rest periods may be combined.

7.6 Report Pay. Except as provided for in Section 5.9, Low Census, LPNs who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Hospital because of low census shall receive a minimum of four (4) hours of work. Where the Employer has left a message on the LPN's telephone answering machine or has attempted to reach the LPN at home (documented attempts will be recorded) at least one and one-half (1 1/2) hours prior to the shift start time advising the LPN not to report for work, such communication shall constitute receipt of notice not to report for work and this section shall not apply.

7.7 Posting of Work Schedules. The Hospital will post work schedules at least fourteen (14) days prior to the day on which the schedule becomes effective, in accordance with the department process. Posted schedules will be for a minimum of four (4) weeks. LPNs will be notified of schedule changes by the Hospital. Except for emergency conditions (natural disasters, employee absences, terminations without notice, sudden and unforeseen leaves of absence, and/or changes in patient census) or emergency conditions involving patient care and

low census, posted work schedules may only be changed by mutual consent. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

7.7.1 Extra shifts shall be defined as a hole or holes in the schedule that remain after all department employees have been scheduled.

7.7.3.1 There are three types of extra shifts.

- a. Extra shifts that are known prior to the posting of the schedule;
- b. Extra shifts occurring between 12 and 24 hours of the start of the shift (known as Emergent Needs – 24 hours); or
- c. Extra shifts occurring within 12 hours from the start of the shift (known as Emergent Needs – 12 hours).

7.7.3.2 For extra shifts known prior to the posting of the schedule, if such shifts exist, the shifts will be offered via a hard copy posted needs list that is posted in the department a minimum of five (5) day prior to the posting of the schedule. Such list shall be posted for a minimum of three (3) days. Such shifts shall be awarded in the following order:

- a. Rotating seniority order for full and part time employees who would receive their regular rate of pay.
- b. Per diem, travelers, and float pool employees who would receive their regular rate of pay.
- c. Rotating seniority order for full and part time employees who would receive overtime or premium pay at 1.5 times their regular rate of pay.
- d. Per diem, travelers, and float pool employees who would receive overtime or premium pay at 1.5 times their regular rate of pay.
- e. Rotating seniority order for full and part time employees who would receive double time or premium pay at 2 times their regular rate of pay.
- f. Per diem, travelers, and float pool employees who would receive double time or premium pay at 2 times their regular rate of pay.

7.7.3.3 For extra shifts emergent needs (12 – 24 hours), if such shifts exist, shifts shall be awarded by rotating seniority order to employees who have indicated availability for such shifts, in the following order:

- a. Rotating seniority order for full and part time employees who would receive their regular rate of pay.
- b. Per diem, travelers, and float pool employees who would receive their regular rate of pay.

c. Rotating seniority order for full and part time employees who would receive overtime or premium pay at 1.5 times their regular rate of pay.

d. Per diem, travelers, and float pool employees who would receive overtime or premium pay at 1.5 times their regular rate of pay.

e. Rotating seniority order for full and part time employees who would receive double time or premium pay at 2 times their regular rate of pay.

f. Per diem, travelers, and float pool employees who would receive double time or premium pay at 2 times their regular rate of pay.

7.7.3.4 For extra shifts emergent needs (less than 12 hours), if such shifts exist, the shifts shall be awarded on a first come first serve basis.

7.7.3.5 For purposes of this section, employees who sign up for a full shift will receive preference over employees who sign up for partial shifts.

7.7.3.6 The definition of rotating seniority order is defined as starting with the most senior person on the list and then moving down to the next senior person until you reach the bottom of the list.

7.7.3.7 For the purposes of the above sections, inadvertent misapplication of these provisions will not entitle the employee to back pay; rather the employee will be entitled to the next available extra shift.

7.8 Weekend Work. LPNs will be given every other weekend off. Weekend work in excess of the above mentioned will be scheduled by mutual agreement except in emergency situations, and shall be paid at the rate of time and one half (1 1/2) the regular rate of the LPN concerned for the shift concerned unless mutually agreed to by both parties. The weekend for day and evening shifts shall be defined as Saturday and Sunday. The weekend for night shift is defined as Friday and Saturday. It is agreed that split weekends will not be scheduled except in emergency situations. In the event a split weekend is worked, overtime will be calculated on the single day only. Overtime pay shall be interpreted as time off for calculating every other weekend; i.e., work performed on a third consecutive weekend would be compensated at the regular rate of pay if the LPN received overtime pay for working the second consecutive weekend. EIT is also to be counted as time off for calculating every other weekend off except in cases of extended illness in excess of five (5) days.

7.8.1 Premium for Consecutive Weekend Work. Full time or part time LPNs who volunteer to work two eight hour shifts every weekend for a period of three months (12 calendar weeks) and who work every weekend when scheduled by the Hospital shall receive a bonus of \$200 at the end of that period, plus appropriate premium pay as set forth in Section 7.8 above.

7.8.2 It is the intention of the Hospital to schedule LPNs every other weekend off. In emergency situations where this type of scheduling is not feasible, the Hospital will make its best effort to first ask for volunteers who are willing to work extra weekends at the

overtime rate. If there are not enough LPNs willing to work extra weekend duty the weekend work will be equitably distributed.

7.8.3 LPNS will not be required to work extra weekends to make up for weekends scheduled off during their PTO. The Hospital will continue to schedule a weekend off at either the beginning or the end of an LPN's PTO whenever possible.

7.8.4 LPNs regularly scheduled for the day shift will be paid at the overtime rate when required to work a Sunday night (11:00 7:00) following a weekend off. It is agreed that this type of scheduling is not desirable, and is in conflict with the intent of Section 7.8.

7.8.5 Subject to staffing needs and weekend coverage requirements, the Employer will make a good faith effort to provide additional weekends off on the posted schedule to the most senior LPNs on a shift on the unit who request the additional weekends off.

7.9 Shift Rotation. The Hospital shall exercise its best efforts to avoid shift rotation except in emergency situations (including, but not limited to, situations arising out of EIT, terminations without two weeks' notice and unanticipated changes in patient census).

7.10 Rest Between Shifts. In scheduling work assignments, the Hospital will make a good faith effort to provide each LPN with at least eleven (11) hours off duty between shifts. If an LPN does not receive at least eleven (11) hours off duty between shifts, all work performed on the LPN's next regular shift will be paid at one and one half (1 1/2) times the regular rate of pay. This section shall not apply to education, committee meetings, staff meetings or to standby and callback assignments pursuant to Article 9.

7.11 Days Off. Each LPN shall be entitled to two (2) full days off within a seven (7) day period or four (4) full days off in a fourteen (14) day period. The LPN shall not be expected to be on standby or to be called back on those days off except in an emergency or by mutual agreement.

7.12 Scheduled Days Off. Full time LPNs called in on their scheduled days off shall be paid one and one half (1 1/2) times their regular rate of pay.

ARTICLE 8 COMPENSATION

8.1 Wage Rates. LPNs covered by this Agreement shall be paid in accordance with the guidelines contained herein and the applicable wage rates in Appendix A attached hereto and made part of this Agreement.

8.2 Longevity Steps. For purposes of computing longevity steps and eligibility for benefits, one (1) year of employment shall mean twelve (12) calendar months of employment, including both full time, part time and overtime hours, but excluding standby hours. In no case shall an LPN be credited with more than 2080 hours of work for purposes of benefit accrual during any one twelve (12) month period. An LPN receiving experience pay when hired will continue to receive such experience pay through all pay steps.

8.3 Recognition for Past Experience. All employees hired on or after October 13, 2007 will be given full credit for each year of continuous recent experience up to ten (10) years.

Recent continuous experience shall be defined as comparable experience in an accredited hospital without a break in experience which would reduce the level of skills in the opinion of the Employer based on established criteria.

8.3.1 If a new employee is hired above the minimum longevity step set forth in Section 8.5, any current employee in that job classification with the same or greater years of experience paid at a lower pay step will be brought up to the new employees pay step (longevity step).

8.3.2 If the Employer establishes a false base, the false base will become the new base, and the scale and all employees on the scale will increase by the same percentage increase to the new base.

ARTICLE 9 PREMIUM PAY

9.1 Shift Differential. All LPNs who work the second (evening) shift shall be paid a shift differential of two dollars (\$2.00) per hour, and those who work the third (night) shift shall be paid a shift differential of three dollars (\$3.00) per hour in addition to their day rate of pay. Second shift shall be defined as hours falling between 3:00 pm and 11:00pm. Third shift shall be defined as hours falling between 11:00 pm and 7:00 am. If a majority of an employee's hours fall within the second or third shift, the employee shall receive appropriate shift differential pay for the entire shift worked.

9.1.1 With the agreement of the individual LPNs involved, the Hospital may institute innovative schedules and pay plans for LPNs on the second and third shifts so long as the LPNs working those shifts receive premium pay equivalent to or better than the shift differential premium specified above for all hours worked on such shifts.

9.1.2 LPNs who work an innovative schedule that in effect provides a higher premium than specified above shall not also receive the shift differential premium specified in Section 9.1 above.

9.1.3 LPNs shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift. If an evening or night shift is a permanent assignment, shift differential will be considered to be part of an LPN's regular wage and will be included in PTO pay, sick pay, jury duty, bereavement leave and required meetings. Shift differential will be paid on a holiday occurring during a rotation of shifts.

9.2 Standby. Employees placed on standby status shall be paid at a rate of four dollars (\$4.00) per hour. Standby pay shall only be paid while on standby status and shall not be paid after the employee has been called back to work. Consistent with its present practice, to the extent possible, weekend and holiday standby assignments shall be equitably shared unless other

arrangements are made by mutual consent. The Employer will continue to furnish paging devices consistent with its present practice. For standby in excess of sixty (60) standby hours per pay period, an employee shall receive an additional one dollar and fifty cents (\$1.50) per hour for all standby over the sixty (60) standby hours in a pay period. Standby for holidays as identified in Article 10.5.1 shall be six dollars and (\$6.00) per hour.

9.2.1 Low Census Standby. Employees may be assigned to either a straight low census or low census standby for either a partial shift or for the entire shift. If the employee assigned LCD standby returns to work at any time during his/her regularly scheduled shift, he/she is paid at 1.5X call back for the hours worked. An employee who reports to work after a partial day straight time LCD is paid straight time for the remainder of his/her regularly scheduled shift. Management reserves the right to cancel the standby LCD employee before the straight time LCD employee for the remainder of the shift.

9.3 Preceptor Pay. An LPN assigned preceptor duties will be paid an additional one dollar (\$1) per hour while performing such duties.

9.4 Callback. If a regularly scheduled full time or part time LPN is called back or called in to work while on standby status, such LPN shall be paid for all hours worked at one and one half (1 1/2) times the regular rate of pay with a minimum guarantee of three (3) hours, unless the LPN was called in from standby on a low census day in which case premium pay will be paid only if appropriate under the terms of this Agreement. An LPN shall not receive more than eight (8) hours of callback pay at time and one-half (1 1/2) for an eight (8) hour shift unless the LPN actually works more than eight (8) hours. Standby shall only be paid while on standby status and shall not be paid after the LPN has been called back to work. The Hospital shall continue its present practices regarding paging devices for LPNs on standby status.

9.4.1 Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an LPN who requests a day off or a change in the LPN's start time the following day where the LPN has been called back after 11:00 p.m. the previous night. To be considered, the LPN must notify the Employer not later than one and one half (1 1/2) hours in advance of the LPN's scheduled shift if making such a request. Upon written request by the Union, the Employer will describe what good faith effort was made at the next Conference Committee. An LPN who exercises this right shall not receive an occurrence under the Hospital's attendance/tardy policy.

9.5 Work on Day Off. Any LPN who is called in to work on a regularly scheduled day off or low census day and who works six (6) hours or more shall be paid for eight (8) hours at the regular rate or at the overtime rate if applicable.

9.6 Report Pay. LPNs who report for work on a regularly scheduled shift and are sent home due to low patient census shall be paid for four (4) consecutive hours of work. In general the LPNs shall be notified by the completion of their previous shift.

9.7 Work on Day off. Full time LPN's, as defined in Section 4.2, called in on their day off shall be paid at the rate of time and one half (1 1/2) their regular rate of pay for the hours worked.

9.8 Weekend Premium Pay. Any employee who works on a weekend shall receive two dollars and fifty cents (\$2.50) per hour for each hour worked on the weekend in addition to the employee's regular rate of pay. The weekend premium will not be considered a part of the regular rate of pay for premium pay calculations, except for overtime pay calculations when required by the Fair Labor Standards Act. For premium pay purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday.

9.9 MHS Gain Sharing Plan. The bargaining unit is eligible to participate in the MultiCare Health System Gain Sharing plan on the same basis as other eligible MultiCare employees for years 2021, 2022 and 2023. Individual eligibility is as follows:

- a. paid a minimum of 1,000 hours during the applicable plan year;
- b. is in a regular FTE status position on December 31 of the applicable plan year.

The terms of the Gain Sharing Plan are determined annually by the MHS Board of Directors

9.10 Effective Dates. Changes in compensation shall be effective either:

- A. the first full pay period following a specific listed date; or, if no date is listed,
- b. the first full pay period following ratification.

ARTICLE 10 – PTO/EIT

10.1 Accrual. Full and regular part-time employees shall receive Paid Time Off (PTO and PTO-WS Sick) and Extended Illness/Injury Time (EIT) based upon hours paid (up to 2080 per year) in accordance with the following schedules:

Years of Service	Total PTO and PTO-WS Sick	Annual PTO	PTO Accrual per hour	PTO Bank Maximum	PTO-WS Sick Accrual per hour	Annual Maximum PTO-WS Sick*	Annual EIT	Accrual per hour
0-4	200	148	.0712	348	.025	52	48	.0231
5-9	240	188	.0904	428	.025	52	48	.0231
10-19	280	228	.1097	508	.025	52	48	.0231
20+	320	268	.1289	588	.025	52	48	.0231

* Maximum annual carry-over (see Article 10.3.5)

10.2 Rate of Pay. PTO and EIT shall be paid at the employee's regular rate of pay

10.3 Access to PTO. Accrual. PTO accruals are to be accessed for all absences except for those that meet EIT criteria as set forth herein. Employees may use their PTO and PTO-WS Sick banks interchangeably. An employee will receive pay of no less than their assigned FTE each pay period by the combination of hours worked and access to available accruals.

10.3.1 Requirement to Access Accruals. Employees are required to utilize accruals on any occasion when they are unable to work as scheduled unless directed not to work by management due to low census or environmental conditions (internal or external), in which event an employee may choose to either utilize accruals or to take cut hours. (Employees may not access accruals when they are off work due to a disciplinary suspension).

10.3.2 Negative Balances. Employees may not access accruals that would result in a negative balance. (Employees will be denied vacation requests if their projected PTO balance would not contain sufficient accruals to cover the requested time off. In this situation, an employee may request an unpaid leave of absence).

10.3.3 Leave of Absence. Access to accruals during a leave of absence must be taken at the employee's assigned FTE. (An employee may not access accruals at a lower or higher amount than their assigned FTE during a leave of absence.)

10.3.4 Unpaid Time off. All accruals must be exhausted prior to taking unpaid time off (unless eligible for EIT access).

10.3.5 PTO-WS Sick Year-End Cap. PTO-WS Sick accruals are job-protected time off accruals granted to provide employees with paid sick time off in accordance with Washington State Paid Sick Leave law and local city ordinances. PTO-WS Sick will accrue without limit during the calendar year. At the conclusion of the final pay period of each calendar year, the PTO-WS Sick bank shall reduce to fifty-two (52) hours of accrual maximum as a carry-over balance into the first pay period of the subsequent calendar year.

10.4 Access to EIT accruals. The purpose of Extended Illness/Injury Time (EIT) is to provide coverage to an employee for extended absences from work as a result of illness or injury of the employee or to care for the illness or injury of a family member as required by Washington State's Family Care Act. Moreover, PTO or EIT may be used for:

- (a) Child of the employee with a health condition that requires treatment or supervision;
- (b) Spouse or domestic partner (same or opposite sex),
- (c) Parent,
- (d) Parent-in-law
- (e) Grandparent of the employee who has a serious health condition or an emergency condition.

10.4.1 Employees may access their EIT accruals once they have missed their 17th consecutive scheduled hour of work. In this event, the employee's access to EIT will commence from the 17th hour of work forward and will not be applied retroactively to the first (1st) through sixteenth (16th) hour of the absence. Immediate access to EIT (without waiting period) is available due to inpatient hospitalization (including observation admit for 24 hours or greater) of the employee or the employee's family member (exclusive of Emergency Room visits), the employee's on-the-job injury, chemotherapy treatment, radiation treatment, the employee's colonoscopy, if the employee is furloughed by Employee Health due to a verified occupational exposure in accordance with MHS policy or outpatient surgery of the employee. Immediate access to EIT for outpatient surgery is available when the surgery plus recovery period is 3 days or more (as verified by physician certification). This immediate access will apply even when the days of recovery are not on scheduled work days.

10.4.2 Workers' Compensation Access. Employees who will receive time loss compensation under MultiCare's Worker's Compensation program may supplement their time loss payments by accessing limited accruals, up to the amount of the employees pay for the hours the employee would have worked had the employee been available to work. The employee may choose to use either PTO or EIT to supplement time loss payments.

10.4.3 Non-Workers Compensation Re-injury/Relapse. When a employee attempts to return to work and, within 48 hours of that return to work, is unable to continue to work due to the same illness or injury (of themselves or of the family member pursuant to State and Federal law) which had precipitated their absence, if EIT had been accessed previously, EIT may be accessed again despite the break in consecutive scheduled hours off. EIT may not be utilized retroactively, but from the 17th missed work hour forward.

10.4.4 Family Leave. EIT may be accessed for any period of disability associated with pregnancy or disability caused by miscarriage, abortion, childbirth, and recovery there from. In accordance with the criteria set forth herein, so long as appropriate medical certification is submitted reflecting the length of the disability period. However, EIT may not be accessed for the non-disability portion of maternity/paternity or family leave.

10.5 Premium Pay and PTO Access for Holiday Work. Any hourly employee who works on a designated Premium Pay Day will be paid time and one-half (1-1/2) for all hours worked on that day. In addition, employees may also access their PTO accruals for up to their regular shift length on any Premium Pay Day. Effective January 1, 2023 President's Day will not no longer qualify for holiday premium pay.

10.5.1 Premium paydays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For purposes of premium pay, the time period from 3:00 p.m. December 24 to 11:00 pm December 25 shall be recognized as Christmas. Holiday work shall be equitably rotated by the Employer.

10.5.2 Evening Shift. For LPNs working the evening shift New Years Eve will be considered the designated holiday for purposes of holiday premium pay.

10.6 Termination of Benefits. Cash-out of accruals will be paid to employees who terminate in good standing, who change to non-benefit eligible status, or who choose pay in lieu of benefits during open enrollment as follows:

- a. PTO accruals paid at 100%
- b. EIT accruals paid at 25% for all hours in excess of 240

10.6.1 “Good Standing” Defined. An employee is not “in good standing” if he or she:

- (a) Is being discharged for cause; or
- (b) Has given insufficient notice of resignation in accordance with contractual requirements; or
- (c) Has failed to work out their notice period (i.e., calling in short notice for remaining shifts absent a medical certification).

10.7 PTO Cash Out Option. During February and August of each year, employees with a PTO balance greater than eighty (80) hours may choose to cash out up to eighty (80) hours of their PTO balance such that their balance does not drop below eighty (80) hours.

10.7.1 PTO-WS Sick Cash Out Option: During November of each year, an additional cash out period shall be had but only PTO-WS Sick may be cashed out.

10.8 PTO/EIT Donation. An employee with a PTO balance equal to or greater than forty (40) hours or an EIT balance equal to or greater than two hundred forty (240) hours can donate up to sixty (60) hours per year of their PTO or EIT to another employee who has a qualifying illness under the PTO donation policy who is benefit eligible, and who has exhausted their PTO and EIT accruals. However, the donating employees’ PTO balance must not drop below twenty-four (24) hours. The rate of pay for a donated hour of PTO or EIT is the donor’s rate.

10.9 Scheduling. PTO shall begin accruing the first day of employment. PTO shall begin accruing the first day of employment. All PTO must be scheduled in advance in accordance with Hospital policies and be approved by supervision. The Employer shall have the right to schedule PTO in such a way as will least interfere with patient care and work load requirements of the Hospital. Patient care needs will take precedence over individual requests. Generally, PTO may not be taken in increments of less than the employee's regular work day. Under special circumstances (including low census) and only when approved by supervision, partial days may be granted.

10.9.1 PTO Request Procedure. For Tacoma General and Allenmore Hospital LPN’s, PTO requests for the period of April 1 to September 30 must be submitted in writing by the LPN between January 1 and January 31. Requests for the period between October 1 and March 30 must be submitted in writing by the LPN between June 1 and June 30. The Employer will respond to requests submitted during these two submittal periods within fifteen (15) days after the period closes.

For Mary Bridge Children’s Hospital and Health Center LPNs, all requests for PTO within a specified quarter will be submitted to the Clinical Director/Manager at the beginning of the previous quarter and approved within one (1) month.

PTO During:	Request Submitted by:	Approved by:
January-February-March	October 1	November 1
April-May-June	January 1	February 1
July-August-September	April 1	May 1
October-November-December	July 1	August 1

Requests submitted within the submittal window described above will be granted on the basis of seniority. PTO requests submitted outside of the submittal windows described above shall be granted based on the date of submission, and LPNs shall be notified of approval or disapproval as soon as possible but not later than thirty (30) days. Within each department, the Employer will post a seniority roster and a vacation calendar. The purpose of this calendar is to provide LPNs with the opportunity to view vacation request of more senior LPNs. In addition to submitting the written requests for PTO to their supervisor, it is also the responsibility of the LPN to place the request(s) they submit to their supervisor on the calendar. Prime time summer vacation shall be from June 15 through September 15. LPNs are limited to two (2) calendar weeks of PTO during summer prime time vacation unless there are no conflicts. LPNs denied summer prime time vacation in one year shall have priority over the least senior LPN whose request would have otherwise been granted for prime time summer vacation in the next year. Prime time holidays shall be defined as Thanksgiving, Christmas and New Years, including the day immediately preceding the actual holiday and the day immediately following the actual holiday. Prime time holiday work and vacation shall be rotated.

10.9.2 Loss of PTO Leave. An employee will not lose accrued PTO leave if the employee was not given a reasonable opportunity to use it.

10.10 Short Notice Requirements. In case of illness or other personal emergency requiring a short notice absence, the employee is required to notify their supervisor or designee immediately, but not less than two (2) hours prior to the beginning of their shift in nursing departments (one (1) hour for non-nursing departments), or in compliance with any other facility or department-specific policy. Each department will develop a system/procedure so that the employee will only be required to make one (1) telephone contact with the Employer notifying the Department Manager that the employee will be absent from work due to illness or injury.

ARTICLE 11 BENEFIT PLANS

11.1 Flexible Benefits (Medical, Dental and Life) Insurance. For new hires and transfers into the bargaining unit as of January 1, 2019, benefits eligibility shall be effective beginning the

first of the month following thirty (30) days of continuous employment as a benefits eligible employee. All full time and all part time employees regularly scheduled to work thirty (30) or more hours per week (0.75 FTE) shall be eligible for the Employer's flexible benefits insurance plan providing medical, dental and life insurance benefits.

Employees will have the option of participating in a MultiCare sponsored Wellness Plan. Those who choose not to participate will be subject to health insurance premium surcharge.

The Employer will develop and implement a dental fee schedule option beginning in 2012 for employees who wish to use Dentists who are willing to provide care under that arrangement. The fee schedule option will be cost neutral to the Employer as compared with the current dental plan.

11.1.1 Part-time employees regularly scheduled to work sixteen (16) or more hours per week and desiring medical, dental and life insurance may sign up for the Hospital's flexible benefits plan and the Hospital will pay for one-half (1/2) of the employee only premium, with the remainder to be paid by the employee.

11.1.2 Health Plan Premiums. The Employer will maintain the current health plan premium rates through 2022. For plan years 2023 and 2024, the Employer agrees that any premium increases will be shared equally by the employee and the Employer, except that the employee share shall not exceed a maximum of thirty dollars (\$30.00) per month, and in no event will bargaining unit employees be required to pay premium rates that exceed the rates paid by non-represented employees.

11.1.3 Grandfathered Employees. For the term of this agreement, Employees in a UFCW bargaining unit before January 1, 2019, shall remain benefits eligible at twenty-four (24) or more hours per week (0.6 FTE) so long as the employee remains in an MHS UFCW bargaining unit position. Employees who transfer out of a MHS UFCW bargaining unit shall be subject to the eligibility terms applicable to the new position. Employees who transfer out and then back into a UFCW bargaining unit shall be subject to the 0.75 FTE criteria set out in 11.1, above.

11.2 Exams. Annually, the Hospital shall arrange to provide Mantoux skin test and/or chest X ray at no cost to the nurse, should the nurse become exposed to TB. All nurses shall be permitted a complete blood count, chest X ray, urinalysis, and pap smear annually when ordered by a physician at no cost to the nurse.

11.3 Retirement Plan. Employees shall be covered by the Employer's retirement policies. There shall be no changes to the two retirement plans (the grandfathered defined benefit plan for employees hired prior to July 31, 2002 and the Retirement Account Plan) through December 31, 2015. Effective January 1, 2016, all employees shall participate in MultiCare's Retirement Account Plan in accordance with the terms of the Plan. All grandfathered defined benefit plan participants enter the Retirement Account Plan (RAP) at the 6% contribution level in 2016. The contribution will be no less than 6% through February 28, 2018.

- Annuitization: A one-time election upon the employee's retirement and only applies to grandfathered DB participants.
- One extra year of service for DB participants if the employee meets 1,000 hours of service in 2016.

11.4 Plan Changes to Health Insurance. In the event the Employer modifies its current Plans or provides an alternative Plan(s) the Employer will negotiate the proposed Plan changes with the Union. The Employer shall notify the Union at least ninety (90) days prior to the benefit election period.

11.5 Unemployment Compensation. Unemployment compensation shall be provided by the Employer as provided by law.

ARTICLE 12 LEAVES OF ABSENCE

12.1 General. All leaves are to be requested from the Hospital in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Hospital within thirty (30) days. For purposes of eligibility for leave for part time LPNs, one year shall equal twelve (12) consecutive calendar months. A leave of absence shall begin on the first day of absence from work.

12.1.1 Termination. An LPN who fails to return at the end of a scheduled leave of absence or any agreed upon extension of a leave of absence shall be considered terminated. If an LPN takes employment elsewhere during the leave without prior approval of the Hospital, the LPN shall be considered terminated.

12.1.2 No Benefit Accrual. An LPN on a leave of absence without pay will not continue to accrue benefits during that leave, but there shall be no loss of previously accrued benefits if the LPN returns to work at the end of the allowed leave.

12.1.3 Return to Work. If a leave of absence, either alone or in conjunction with paid time off, does not exceed thirty (30) days, the LPN will be entitled to return to the LPN's former job, provided the LPN returns at the end of the scheduled leave. If a leave exceeds thirty (30) days, the Hospital does not guarantee that the LPN can return to the LPN's former position, but the LPN will be eligible for the first available similar position without loss of accrued benefits, provided the LPN is available to return to work on or before expiration of the leave.

12.2 Maternity Leave. After completion of the probationary period, leave without pay shall be granted upon request of the LPN for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. The Employer shall return the LPN to the same unit, shift and FTE status, if the LPN returns from the maternity leave at the end of the disability as certified by a licensed health care practitioner acceptable to the Employer. Maternity leave in excess of the disability period shall be subject to meeting proper staffing

requirements as approved by the Associate Administrator. For LPNs employed less than one (1) year, time off for the actual period of disability will be allowed.

12.3 Family Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employees' health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position (same department, FTE and shift) at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The Employer may require or the employee may elect to use any accrued paid leave time for which the employee is eligible during the leave of absence. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

12.3.1 Leave Combined. An employee may guarantee her position for a period of up to the period of disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks without loss of benefits accrued to the date leave commences.

12.4 Educational Leave. After one (1) year of continuous employment, permission may be granted for a leave of absence of up to nine (9) months without pay for job related study approved by the Hospital; this leave may be extended to one year if the academic program requires a full year's absence.

12.4.1 Up to three (3) days per year of leave with pay per year may be granted for attending professional meetings such as workshops, seminars, educational programs and conventions. The granting of such leave shall be subject to budgetary considerations, scheduling requirements of the Hospital and approval by the Hospital of the subject matter to be studied, and shall not be granted for any meetings related in any way to labor relations or collective bargaining activity.

12.4.2 If the Hospital requests an LPN to attend an outside workshop or institute, the LPN's regular salary, tuition and reasonable expenses shall be paid by the Hospital.

12.4.3 Continuing Education. Full-time employees shall be allowed five hundred dollars (\$500) per calendar year (prorated by FTE for part time employees) to use for work-related educational opportunities and related expenses, i.e. reimbursement for tuition and salary. Requests for continuing education time off on scheduled work days must be applied for at least twenty-one (21) days in advance on a form provided by the Employer.

The employee's request shall be subject to scheduling requirements and certification of attendance and/or completion of the educational program. Funds accrued during one (1) calendar year must be used prior to the completion of the following calendar year.

12.5 Bereavement Leave. An employee may be allowed up to three (3) working days off with pay in case of a death in the employee's immediate family. Two (2) additional days may be granted without pay or from the employee's PTO accrual when in the Employer's opinion extensive travel is required to attend the funeral. Immediate family shall be spouse, significant other in lieu of spouse, child or step-child, brother or sister or step-sibling, parent, grandparents of employee and spouse, grandchild, parent of spouse, brother or sister of spouse, any relative living in the same household, or domestic partner (City of Seattle definition).

12.6 Military Leave. Leaves without pay for military duty shall be granted in accordance with applicable law.

12.7 Jury Duty. A full time LPN who is called upon to serve on jury duty on a regularly scheduled working day shall be compensated by the Hospital for the difference between jury duty pay and regular straight time pay.

12.8 Union Leave. Employees will be afforded an option of requesting an unpaid leave of absence to attend Union Executive Board meetings, officer meetings, Shop Steward meetings, annual lobbying day and training sessions or Union conventions. Such leaves may be approved subject to unit/department and patient care needs. Union leaves may be requested in accordance with the personal leave of absence provisions of the leave of absence policy.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Grievance Defined. A grievance is defined as any alleged breach by the Employer of any express term of this Agreement. If any such grievance arises, it shall be submitted to the following procedure. In order to be subject to the following procedure, any grievance must be submitted at the first applicable step within fourteen (14) calendar days from the date when the employee or the Union was aware, or reasonably should have been aware, that a grievance existed. All grievances not filed within the fourteen (14) day period are deemed waived by the aggrieved party.

13.1.1 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute a withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

13.1.2 Step One Written Warnings. The Employer and Union agree that should the Union not grieve a Step One Written Warning, the Union reserves the right to challenge

the basis for the Step One Written Warning if the Step One Written Warning is used as the basis for further discipline up to and including discharge.

13.2 Step 1. Employee and Immediate Supervisor and/or Department Head. If an employee has a grievance, the employee and the Unit/Union Representative, must first present the grievance in writing to the immediate supervisor (or Department Head) within fourteen (14) calendar days from the date the employee was or should have been aware that the grievance existed. Upon receipt thereof, the immediate supervisor and/or Department Head shall meet with the employee (and Unit/Union Representative) in an attempt to resolve the problem. The immediate supervisor (or Department Head) shall respond in writing to the employee within fourteen (14) calendar days following the meeting with the employee. Should the immediate supervisor and/or Department Head and the employee meet to resolve the grievance, a Unit Representative and a Human Resources representative may attend the meeting.

13.3 Step 2. Employee and Director of Employee and Labor Relations. If the matter is not resolved to the employee's satisfaction at Step 1, the employee and Union shall present the grievance to the Director of Employee and Labor Relations (and/or designated representative) within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the employee (and the Unit or Union Representative) and the Director of Employee and Labor Relations (and/or designated representative) shall be held. The Director of Employee and Labor Relations (or designated representative) shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

13.4 Step 3. Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1 and 2 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Director of Employee Relations and Employment or designee. After notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, the Union shall promptly request a list of seven (7) arbitrators 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.

13.4.1 The Arbitrator's decision shall be final and binding on all parties, subject to the following terms and conditions. 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. If the Arbitrator finds that the Employer was not limited by this Agreement from taking the action grieved, the Arbitrator shall have no authority to limit the Employer's action and shall not substitute his or her judgment for the Employer's so long as that judgment was reasonably exercised. Any dismissal by the Arbitrator, whether on the merits or procedural grounds, shall bar any further arbitration.

13.4.2 Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expense jointly incurred by mutual consent 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.

13.4.3 Except where specifically provided elsewhere in this Agreement, 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 insofar as it may be relevant to a pending grievance or to pending negotiations for a renewal collective bargaining agreement; provided that appropriate notice has been given as required by Section 16.4 below. If necessary, the Arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

13.5 Mutually Agreed Mediation. The parties may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process.

ARTICLE 14 CONFERENCE COMMITTEE

14.1 Conference Committee. A Conference Committee consisting of three (3) persons appointed by the Employer and three (3) persons elected by the members of the unit shall be established for the purpose of considering suggestions for improvements in quality of patient care, employee relations, or any other matter of mutual concern to the employees and the Employer. The Conference Committee shall establish a mutually agreeable meeting schedule. Committee members shall suffer no loss of pay if they attend Conference Committee meetings with Employer representatives while on duty status. The Conference Committee's role is an advisory, rather than a decision-making one. Per Article 14.1.d, below, the Nurse Executive or Administrator will provide his/her response to the Conference Committee. The Conference Committee will meet monthly provided that agenda items are presented by either party to the other no later than 5 calendar days prior to the scheduled meeting. Should no agenda items be received, the meeting will be cancelled. The parties agree that use of on call employees shall be a quarterly standing agenda item.

When issues arise that affect specific job classes, departments or subgroups, sub-committees may be developed to address these issues. Subcommittees will be scheduled at mutually agreed upon dates and times. The Conference Committee will designate the number of Union and Employer representatives on each sub-committee.

14.1.1 The Conference Committee may mutually agree to create task forces to investigate and identify potential solutions to the issues described above. The task forces shall be comprised of an equal number of Employer and Unit representatives. When creating a task force, the Conference Committee shall designate the time period of the task force and the specific issues to be addressed.

14.1.2 Staffing. The Union and the Employer acknowledge that together the parties endeavor to provide a level of staffing consistent with safe patient care and the service the parties provide to the community. The parties are committed to the proposition that adequate staffing is necessary to meet the needs of our patients and to provide quality care. Both parties acknowledge that changes in patient acuity, census, and staff availability and workload requirements can occur rapidly, requiring mutual understanding and communication and flexibility.

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

1. Employee(s) believing there is a staffing problem are encouraged to address the issue immediately with their immediate supervisor. In addition, employees may choose to document significant concerns and provide that documentation to their immediate supervisor.
2. Continuous or potential staffing concerns discussed with their immediate supervisor that have not been resolved will be addressed to the Department Manager/Director or designee. The Department Manager/Director or designee will respond in writing within fourteen (14) calendar days.
3. If the matter is not satisfactorily resolved by the Department Manager/Director or designee, the employee(s) may make a written recommendation to the departments VP or Executive or their designee. The identified individual will respond in writing within twenty-one (21) days. Emergency situations requiring immediate attention may be brought directly to the assigned HP Partner to determine appropriate next steps which may include: (1) facilitating resolution with department management; (2) scheduling an expedited Labor Management Committee meeting; or (3) escalating the issue to the VP or Executive or his/her designee. The decision of the identified individual shall be considered final and are not subject to grievance under Article 13, Grievance Procedure.
4. MHS will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with a report made to their immediate supervisor or the facility administration of his or her concerns about staffing.

ARTICLE 15 ENTIRE AGREEMENT

It is acknowledged that during negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Union agrees that

the Hospital shall not be obliged to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement.

ARTICLE 16 GENERAL PROVISIONS

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

16.2 Contract Minimums. Nothing contained herein shall prohibit the Hospital, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

16.3 Past Practices. Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually cancelled and superseded by this Agreement. Furthermore, unless specifically provided herein to the contrary, past practices shall not be binding on the Hospital.

ARTICLE 17 NO STRIKE NO LOCKOUT

17.1 No Strike. The parties to this Agreement realize that the Hospital provides special and essential services to the community, and that for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement, there shall be no strikes, including any sympathy strikes, work stoppages, picketing, handbilling, walkouts, slowdowns, boycotts or any other activity that interrupts or impedes work, or the delivery of goods, services or patients to the Hospital. No officers or representatives of the Union shall authorize, instigate, aid or condone such activity. In the event of any such activity, the Union and its officers and agents shall do everything within their power to end or avert the same. Any LPN participating in any of the activities referred to above, including the refusal to cross a picket line posted by any other labor organization or any other party, shall be subject to immediate dismissal, permanent replacement, or lesser discipline, at the Hospital's discretion.

17.2 No Lockout. The Hospital shall not engage in any lockout during the term of this Agreement.

ARTICLE 18 - OCCUPATIONAL SAFETY AND HEALTH

The Employer will maintain a safe and healthful work place in compliance with all Federal, State and local laws applicable to the safety and health of its employees. The Safety Committee will be the proper vehicle to investigate safety issues and the Employee Health Advisory Committee shall be responsible for investigating health issues related to the work place. The Safety Committee shall include no more than three (3) bargaining unit employees on each safety committee, with not more than one (1) from any department. All bargaining unit employees who serve on the Committee will be appointed by the Union. The Union shall be responsible for providing names to the Employer each December for membership for the following year. Employees are encouraged to report any unsafe conditions to their supervisors and the Safety Committee. Safety Committee agendas will have a standing agenda item that addresses workplace violence.

ARTICLE 19 TERM OF AGREEMENT

This Agreement shall be in effect date of ratification, and shall continue in full force and effect through and including February 28, 2024. Should either party decide to modify or terminate this Agreement on February 28, 2024, it shall serve written notice on the other party no more than one hundred twenty (120) days and no less than ninety (90) days prior to that date. In the event of an inadvertent failure by either party to give the requisite notice, such party may give written notice at any subsequent time prior to the termination date of this Agreement. If notice is given in accordance with provisions of this section, the expiration date of the contract shall be the ninetieth (90th) day following such notice.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of February 2022.

MultiCare Health System

UFCW LOCAL 21

Scott Allan

Faye Guenther

Scott Allan, Director

Faye Guenther, President

Employee and Labor Relations

Erika Skoog

David Barnes

Erika Skoog, Manager

David Barnes

Employee & Labor Relations

UFCW Local 21 Negotiator

MULTICARE MEDICAL CENTER/ALLENMORE HOSPITAL

APPENDIX A - MINIMUM WAGE RATES

For

LICENSED PRACTICAL NURSES

MULTICARE MEDICAL CENTER/ALLENMORE HOSPITAL

effective 5/23/2021		Lawson	Base	yr 1	yr 2	yr 3	yr 4	yr 5	yr 6	yr 7	yr 8	yr 9	yr 10	yr 11	yr 12	yr 13	yr 14	yr 15	Yr 16	yr 17
POSITION	TITLE	Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
K004001	LPN (mmc)	A	\$23.21	\$23.91	\$24.62	\$25.36	\$26.12	\$26.91	\$27.71	\$28.55	\$29.40	\$30.28	\$31.19	\$32.13	\$33.09	\$34.08	\$35.11	\$36.16	\$37.25	\$38.36
K004016	Pediatric Transporter	A	\$23.21	\$23.91	\$24.62	\$25.36	\$26.12	\$26.91	\$27.71	\$28.55	\$29.40	\$30.28	\$31.19	\$32.13	\$33.09	\$34.08	\$35.11	\$36.16	\$37.25	\$38.36
K004025	Resource LPN (\$3.50 Premium)	C	\$26.71	\$27.41	\$28.12	\$28.86	\$29.62	\$30.41	\$31.21	\$32.05	\$32.90	\$33.78	\$34.69	\$35.63	\$36.59	\$37.58	\$38.61	\$39.66	\$40.75	\$41.86
effective first full pay period following 3/1/2022		Lawson	Base	yr 1	yr 2	yr 3	yr 4	yr 5	yr 6	yr 7	yr 8	yr 9	yr 10	yr 11	yr 12	yr 13	yr 14	yr 15	Yr 16	yr 17
POSITION	TITLE	Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
K004001	LPN (mmc)	A	\$23.91	\$24.63	\$25.36	\$26.12	\$26.90	\$27.72	\$28.54	\$29.41	\$30.28	\$31.19	\$32.13	\$33.09	\$34.08	\$35.10	\$36.16	\$37.24	\$38.37	\$39.51
K004016	Pediatric Transporter	A	\$23.91	\$24.63	\$25.36	\$26.12	\$26.90	\$27.72	\$28.54	\$29.41	\$30.28	\$31.19	\$32.13	\$33.09	\$34.08	\$35.10	\$36.16	\$37.24	\$38.37	\$39.51
K004025	Resource LPN (\$3.50 Premium)	C	\$27.41	\$28.13	\$28.86	\$29.62	\$30.40	\$31.22	\$32.04	\$32.91	\$33.78	\$34.69	\$35.63	\$36.59	\$37.58	\$38.60	\$39.66	\$40.74	\$41.87	\$43.01
effective first full pay period following 3/1/2023		Lawson	Base	yr 1	yr 2	yr 3	yr 4	yr 5	yr 6	yr 7	yr 8	yr 9	yr 10	yr 11	yr 12	yr 13	yr 14	yr 15	Yr 16	yr 17
POSITION	TITLE	Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
K004001	LPN (mmc)	A	\$24.51	\$25.25	\$25.99	\$26.77	\$27.57	\$28.41	\$29.25	\$30.15	\$31.04	\$31.97	\$32.93	\$33.92	\$34.93	\$35.98	\$37.06	\$38.17	\$39.33	\$40.50
K004016	Pediatric Transporter	A	\$24.51	\$25.25	\$25.99	\$26.77	\$27.57	\$28.41	\$29.25	\$30.15	\$31.04	\$31.97	\$32.93	\$33.92	\$34.93	\$35.98	\$37.06	\$38.17	\$39.33	\$40.50
K004025	Resource LPN (\$3.50 Premium)	C	\$28.01	\$28.75	\$29.49	\$30.27	\$31.07	\$31.91	\$32.75	\$33.65	\$34.54	\$35.47	\$36.43	\$37.42	\$38.43	\$39.48	\$40.56	\$41.67	\$42.83	\$44.00

APPENDIX B
CLINICAL SERVICES DEFINITIONS

(Licensed Practical Nurses)

Where referenced in this Agreement, the term “clinical services” is intended to include the following:

- Tacoma General Medical Service, Surgical Service and assigned float pool.
- Tacoma General Women and Newborn Services (ICN, Birth Center Women and Newborn)
- Tacoma General Adult Critical Care (CCU, MS ICU)
- Tacoma General Surgical Services (OR, PACU, Short Stay, Baker Center)
- Tacoma General Imaging
- Mary Bridge Medical/Surgical
- Allenmore Hospital Medical/Surgical and ICU
- Allenmore Hospital Surgical Services (OR, PACU, Short Stay)
- Allenmore Hospital Emergency Services

In the event a new unit is developed, or current units reconfigured, the Conference Committee shall have an opportunity to review and make recommendations as to placement within the appropriate clinical service.

APPENDIX C
MULTICARE MEDICAL CENTER/ALLENMORE HOSPITAL
TEN (10) HOUR SHIFT SCHEDULE

(Licensed Practical Nurses)

In accordance with Section 7.2 of the Agreement between the Hospital and the Union, employees may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Work Day.** The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer.
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Employees working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first four (4) hours after the end of the ten (10) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than four (4) consecutive hours beyond the end of the ten (10) hour shift, all overtime hours after sixteen (16) consecutive hours of work for that shift shall be paid at double time (2x).
3. **Rest Between Shifts.** Section 7.10 of the Agreement shall apply in its entirety with the sole exception being that the length of the rest period shall be ten (10) hours rather than eleven (11) hours.
4. **Shift Differential.** If the majority of the hours of an employee's regularly scheduled shift fall within the designated evening (3 - 11 p.m.) or night (11 p.m. - 7 a.m.) shift period, the shift shall be considered a permanent assignment for that employee and the employee shall receive shift differential for the entire shift. If the evening or night shift is a permanent assignment, shift differential shall be considered to be a part of the employee's regular rate of pay.

APPENDIX D
MULTICARE MEDICAL CENTER/ALLENMORE HOSPITAL
TWELVE (12) HOUR SHIFT SCHEDULE

(Licensed Practical Nurses)

In accordance with Section 7.2 of the Agreement between the Hospital and the Union, employees may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. **Work Day.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer.
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Employees working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift shall be paid at double time (2x). All time worked on a Holiday in excess of fourteen (14) consecutive hours shall be paid at double time, all other hours are paid at one and one half (1.5X).
3. **Rest Between Shifts.** Section 7.10 of the Agreement shall apply in its entirety with the sole exception being that the length of the rest period shall be eight (8) hours rather than eleven (11) hours.
4. **Shift Differential.** If the majority of the hours of an employee's regularly scheduled shift fall within the designated evening (3 - 11 p.m.) or night (11 p.m. - 7 a.m.) shift period, the shift shall be considered a permanent assignment for that employee and the employee shall receive shift differential for the entire shift. If the evening or night shift is a permanent assignment, shift differential shall be considered to be a part of the employee's regular rate of pay.

APPENDIX E

MMC/Allenmore LPN

MARY BRIDGE CHILDREN'S HOSPITAL AND HEALTH CENTER

INCENTIVE PLAN for Mary Bridge Inpatient LPN

In the case of seasonally increased census in a Mary Bridge Children's Hospital (herein after "Hospital") inpatient unit (Med Surg, ED, Obs, PICU or IV Therapy), a financial incentive in addition to existing contractual terms can serve as a positive inducement for employees to work over their desired FTE level. This plan applies only to LPNs assigned to or picking up shifts in Mary Bridge inpatient units. The terms of the plan are as follows:

1. The incentive plan period will begin on the first full pay period in January and stop at the end of the last full pay period that begins in March of each calendar year. During the incentive plan period, incentive pay will activate when the hospital-wide patient census rises to 15% above the budgeted census in a pay period. Incentive pay will be discontinued when the census drops to 5% or less over budgeted census or when the incentive plan period ends. Incentive pay may be triggered and ended throughout the three month period basis as the census rises or falls.

Example 1: The first full pay period in January starts January 3. During the pay period the census exceed 15% above budget. On January 17, the beginning of the next pay period, the incentive will be turned on in the Hospital.

Example 2: During the pay period beginning February 14, the census drops to 4% above budget. On February 28, the beginning of the next pay period, the incentive will be stopped.

Note: The budgeted average daily patient census for 2010 is 43 patients.

$43 \times 1.15 = 49.45$ (rounded to 49)

As of the beginning of the last full pay period in March, if the hospital-wide census remains greater than 5% above the budgeted census MultiCare and the Union will discuss maintaining the incentive through the first full pay period beginning closest to April 15.

2. The incentive bonus will be paid after the employee has worked a minimum of his/her FTE in the pay period. In determining if the employee has worked above the assigned FTE, hours paid but not worked shall not count for purposes of the calculation. Hours paid but not worked include, but are not limited to, sick, annual, voluntary education, jury and bereavement hours. Mandatory float hours will count towards the employee's FTE. The incentive bonus will be paid at a rate of 2X the employee's regular rate of pay. On a non-precedent setting basis, hours paid at double time will not count as hours worked for the purposes of the 8/80 or 40-hour work-week threshold for overtime calculations.

3. In the event more employee's sign up for a given shift than are necessary, the order of preference should be based on which employee(s) is less likely to be paid the incentive bonus as a result of working that shift. When two (2) employee's who would both be entitled to the incentive bonus sign up for an extra shift, the distribution of work shall be rotated beginning with

the most senior employee. Rotation shall start with the most senior employee at the beginning of the incentive program. Individual employees are responsible for updating the rotation roster to be used by the Employer.

4. The Employer reserves discretion as to implementation as well as discontinuation of the incentive pay plan based on the minimum criteria set out in paragraph 1 above. The Employer will advise the Union and employees when the incentive is to be turned “on” or “off” during the incentive plan period.

5. Upon request by either party and in each December, the parties will review the effectiveness of the incentive program. The Employer reserves the right to end the incentive program if and when it feels the incentives are no longer needed or feasible due to increased staffing, decreased financials, decreased census, etc. The Employer does however; agree to discuss termination of the incentive program with the Union prior to stopping the program.

APPENDIX F
MMC/Allenmore LPN

Approved Uses of Continuing Education Funds

Profession specific software (not including operating system software or hardware);

Books (electronic and hardcopy);

Medical journal subscriptions (electronic and hard copy);

Medical dictionaries and reference guides (electronic and hard copy);

Conferences and seminars (includes on line seminars and conferences);

Course registrations (includes on line courses);

Travel to and from conferences and seminars, including:

Air fare;

Rental car;

Mileage;

Meals;

Hotel;

Parking;

Membership dues;

1st time Washington State license/certification/registration fee

Specialty license/certification exam/re-certification and review course fees (including on line exams)

As technology advances, the list of approved uses may be subject for Conference Committee.

APPENDIX G
SPOT BONUS INCENTIVE PAY PLAN

MultiCare has created an Incentive Pay Plan (“IPP”) to incentivize employees to pick up extra shifts due to position vacancies, high census, or other emergent needs. MultiCare has discretion to determine the incentive that will be paid for incentive-eligible shifts and discretion to determine which shifts and units will be eligible. MultiCare Health System and UFCW21 agree to the following provisions.

The following terms and conditions apply to Incentive Pay Plan:

1. At its discretion, the Hospital may designate individual shifts in certain departments as eligible for shift incentive pay. If the Hospital makes this designation, only those employees who are working an extra shift (above their assigned FTE) during the pay period will be eligible for shift incentive pay (hereinafter referred to as “Incentive Pay”). For example, the Hospital may designate that on February 20th, the third shift in the Emergency Department is eligible for Incentive Pay, and all employees working an extra shift during the designated shift will be eligible for Incentive Pay.
 - 1.1. Employees who are already scheduled to work the designated shift as part of their regular shift schedule will not be eligible for Incentive Pay.
2. The Employer will identify the incentive pay amount when communicating to Employees that a shift is designated for incentive pay.
3. Incentive pay will be paid for all hours worked during the shift eligible for incentive pay, as long as the employee also meets their FTE in the pay period in which the incentive shift is worked. However, staff in a double time status or in Call Back are not eligible for the incentive pay during those hours of work. This exclusion includes double time pay under established incentive pay programs.
 - 3.1. In determining whether the employee has met his/her FTE, the following hours paid but not worked shall not count: unscheduled PTO, unscheduled EIT, and voluntary education.
 - 3.2. In determining whether the employee has met his/her FTE, the following hours paid but not worked shall count: prescheduled PTO, prescheduled EIT, mandatory low census, mandatory education, jury/civic duty, and bereavement.
 - 3.3. Per Diem employees must work the equivalent of a .3 FTE in a non-incentive qualifying shift in the same pay period in order to be eligible to receive incentive pay.
4. Incentive Pay is subject to the same non-pyramiding rules set forth in the parties’ Collective Bargaining Agreement.
5. In the event more employee volunteer and/or are signed up for a given incentive shift than are necessary, the order of preference should be based on which employee(s) is less likely to be paid overtime or double time as a result of working that shift.

6. Management reserves discretion as to implementation as well as discontinuation of the incentive pay plan.

Appendix H

to the Collective Bargaining Agreement

Code of Conduct for Union Election Process

Between

UFCW Local 21 and MultiCare Health System

The following establishes MultiCare Health System (MHS) and UFCW Local 21's (Union) philosophy regarding the principles of a Code of Conduct surrounding organizing and Union election activity.

The primary purpose of MHS is to provide quality patient care. To achieve this MHS acknowledges sound relations are fundamental to the successful operation of providing and managing health care services. MHS is committed to high standards in its dealings and treatment of all employees and strives for excellence in meeting this commitment in a fair, consistent, respectful and transparent manner. This is best accomplished in an open environment of trust and confidence that fosters, encourages, and reinforces direct communication with all employees.

MHS and UFCW recognize that employees have certain rights under federal, state and local law and intend to comply with those laws in all respects, and the protection of those rights, as guaranteed by the law; including, but not limited to, the right to form or join a union as well as the right to refrain from such activity. As such, the parties are committed to working together to respect each employee's right to determine whether or not they wish to be represented by a union.

Agree

MHS and UFCW are committed to the following principles:

- Modeling MultiCare core values: Respect, Integrity, Stewardship, Excellence, Collaboration, Kindness;
- Serving the organization's best interests;
- Complying with applicable federal, state and local laws;
- Acknowledging all employees are part of the healthcare team;
- Recognizing individual contributions to quality patient care and that employees have a voice in finding solutions to problems;
- Acknowledging employees have a duty, and the right, to make well informed decisions regarding their working conditions, free from fear and intimidation;
- Valuing diversity and demonstrating respect for all people;
- Treating all employees with dignity and demonstrating a considerate, friendly and constructive attitude.

Leadership Meetings

MHS leadership and Union leadership will hold regular quarterly meetings

Communication and Activity

MHS and UFCW agree neither will engage in behavior which portrays the other in a negative light. The parties agree to treat employees with dignity and respect. No employee will be discriminated against or harassed because of his/her legal union activity or lack thereof.

The parties agree that their respective communications and activities will be consistent with the principles of the Code of Conduct and neither will engage in misrepresentations, negative campaign tactics, or personal attacks on individuals employed by either organization. Both parties agree to treat the other with civility, and respect the choice made by employees regarding representation. MHS further agrees that the Union shall be allowed the same access to public areas of the premises as any other member of the public. After a showing of interest by the Union that has been verified by the Community Leader, the Union may request to use Conference Rooms within MultiCare upon request to Human Resource(s) and/or their designee. Requests shall be responded to within (1) one business day.

Election Process -- Community Election

1) UFCW and MHS will discuss and agree on appropriate bargaining units using the NLRB "community of interest" rules or standards. If no agreement can be reached on an appropriate unit the parties agree that either party may request expedited Mediation through FMCS. If Mediation is not successful the parties will enter into expedited Arbitration within 7 calendar days of the initial dispute ; except that a dispute over the inclusion or exclusion of positions equaling in number less than 10% of the proposed bargaining unit, other than disputes as to supervisory status, shall not be subject to arbitration and shall instead vote subject to challenge as set forth in Sections 4 and 8, below. The arbitrator shall be selected from the following panel, dependent on the Arbitrator consenting to expedited consideration of all matters referred to the Arbitrator under this agreement.

Joe Duffy

Mike Cavanaugh

Rich Ahearn

Mike Merrill

Alan Krebs

The Arbitrator selected to hear the first dispute arising under this Letter of Agreement as to any proposed or agreed bargaining unit shall have continuing jurisdiction to hear all disputes regarding that bargaining unit until the conclusion of this process. The first arbitrator on the list above shall hear the disputed regarding the first bargaining unit proposed under this Letter of Agreement; disputes regarding the second proposed unit shall be heard by the second arbitrator, and disputes shall rotate through the panel in that manner for the life of this Letter of Agreement. The Arbitrator's decision shall be final and binding. Each party shall be responsible for ½ (half) of the costs of Mediation and/or Arbitration at all stages of the process governed by this agreement. Preparation, legal and lost wages shall be borne by the individual parties.

2) When employees in a bargaining unit as established above have petitioned or signed cards for an election the parties shall agree to an in-person (excluding mail ballots, electronic voting or other such methods) secret ballot election to be conducted by a non-biased community leader (the "Community Leader") selected by mutual agreement of both MultiCare and UFCW Local 21 within 10 calendar days following the notification by UFCW Local 21 to MultiCare that it claims to represent a majority of the employees in the unit and demands that MultiCare recognize it for purposes of collective bargaining ("Recognition Demand"). If a community leader cannot be agreed upon a Mediator from FMCS shall assist in the process; if the parties remained deadlocked, the Community Leader shall be selected by the Arbitrator who shall be limited to a hearing, telephonic if possible, lasting no more than four hours divided equally between MultiCare and the Union. After such hearing the Arbitrator may only either select between the one Community Leader nominated by MultiCare or the one Community Leader nominated by the Union. Upon the request of MultiCare or UFCW Local 21, the Community Leader shall determine whether the petition is supported by a percentage of union authorization cards required by the NLRB from employees in an appropriate unit (at least 30% of the employees in the unit determined as set forth above). MultiCare Health Systems and UFCW Local 21 shall mutually agree to the election date(s) and time(s) as follows: If the Union submits the Recognition Demand to MultiCare on a Monday, Tuesday, Wednesday or Thursday of any week, the election will be held no earlier than twenty-one (21) days from the date of the Recognition Demand. If the Union submits the Recognition Demand on a Friday, the twenty-one (21) days will begin on the following Monday. Contractually recognized holidays shall not count towards the twenty-one (21) days in any circumstance. For purposes of this section, for such submission to be effective, the Recognition Demand must be submitted in person to and receipt acknowledged by MultiCare's Vice President, Human Potential, or his or her designee. The parties will make a good faith effort to resolve differences regarding date(s) and time(s) of the election, but if an agreement cannot be reached the Arbitrator shall be empowered to decide any disputes over the date(s) or time(s) of the election.

3) Once the Community Leader notifies MultiCare that the petition and/or signed cards is supported by the appropriate showing of interest as defined above, MultiCare is required to provide a list of eligible employees within 2 business days. MultiCare must include for those employees who it agrees or contends are appropriately within the unit, or have been held by the Arbitrator to be within an appropriate unit, available personal addresses and phone numbers of voters on the voter list as those items are maintained in its HRIS system in order to permit non-employer parties to communicate with prospective voters about the upcoming election using modern forms of communication. The list must include full names, work locations, shifts and job classifications of all individuals in proposed unit. If the Employer claims the proposed unit is inappropriate because additional personnel should be added, a separate list of the full names, work locations, shifts and job classifications of all individuals the Employer claims should be added to the unit must be provided. If the Employer contends the proposed unit is not appropriate because personnel should be excluded, it must also separately list the individuals whom it believes should be excluded from the proposed unit to make it an appropriate unit.

4) The Community Leader will conduct the election and count the ballots. Any challenged ballots must be preserved by the Community Leader in a manner which preserves the ability to resolve the challenge but also preserves the secrecy of the challenged individual's vote; challenges or objections to the election must be resolved pursuant to paragraph 8 of this Agreement, and all parties acknowledge and submit to the Arbitrator's exclusive authority to rule on such objections and any determinative challenges and the parties waive their rights to have the NLRB resolve any objections or determinative challenges. The parties will take all necessary steps to effectuate the arbitration process and the Arbitrator's decision regarding objections and/or determinative challenges.

5) Eligibility. All employees who are employed on a full-time, regular part-time, on-call basis in the petitioned for unit, who are on the active payroll as of the date immediately preceding the date of filing of the petition/cards and who are still on the payroll at the time of the voting shall be eligible to vote in the election, except managers, supervisors, confidential employees and guards. On-calls shall be deemed eligible to vote provided that they have worked an average of four (4) hours per week in the thirteen (13) week period (that is, 52 or more hours), ending with the last complete pay period, preceding the Union's filing for election.

6) Voting. Employees shall vote on non-work time, but may vote while on break or during their meal periods. Neither UFCW Local 21 nor MultiCare shall provide any financial inducements to vote. The voting shall take place at an appropriate location(s), determined by mutual agreement, or by the Arbitrator if the parties cannot agree. The parties shall each be entitled to an equal number of observers at the election site(s). The observers must not be supervisory or Human Resource employees above the administrative level.

7) Ballot Counting. The Community Leader shall count the ballots immediately following the conclusion of the voting. Both parties, including interested off-duty employees, may attend the counting of the ballots. Five days after the election results, MultiCare agrees to recognize the Union as the collective bargaining agent on behalf of the employees in the designated unit where the majority of employees voting have voted for union representation.

8) Resolution of Challenged Ballots. The Arbitrator shall resolve challenges to the eligibility of voters which must be submitted to the Arbitrator by the Community Leader and the parties no more than three (3) business days following the election. The Arbitrator shall have discretion to establish procedures for the resolution of such challenges, which may include submission of evidence by the Parties. Upon request of either party, the Arbitrator will hold a hearing, including submission of evidence. In all cases, however, the Arbitrator shall resolve challenges within fifteen (15) days of the conclusion of the hearing. The Arbitrator's determination under this Agreement shall be binding on both parties. The parties shall jointly share the cost of the Arbitrator.

9) Resolution of Election Objections. If a party wishes to file objections to the election based on allegation(s) of violation of the Agreement or other conduct which would violate the National Labor Relations Act, either party must file such objections in writing with the Arbitrator within seven (7) calendar days of the election. A hearing including the submission of

evidence shall be held before the Arbitrator and at the discretion of the Arbitrator, the hearing on objections may be combined with the hearing, if any, on challenged ballots as set forth in Paragraph 8, above. Pursuant to paragraph 8, the Arbitrator shall resolve these objections within (15) fifteen calendar days of the conclusion of the hearing. In the case of filing such objections, both parties will take any additional steps necessary to effectuate the Arbitration process and the Arbitrator's decision.

10) Hiatus After Election. If employees choose not to be represented by the Union through an election, the Union may re-institute this process for that bargaining unit after a one-year waiting period, unless otherwise ordered by the Arbitrator. UFCW Local 21 further agrees that no more than three (3) elections per year may be held under this Agreement, such years to be calculated from the ratification date of the collective bargaining agreement and subsequent anniversary dates.

Mediation & Arbitration

As per the CBA, except to the degree inconsistent with the above Agreement, in which case this Agreement controls.

Memorandums of Understanding

Bulletin Boards. The Employer will designate bulletin boards for the use of the Union in each of the following areas in UFCW represented locations:

- Nutrition Services
- Lab
- Pharmacy
- Imaging
- Central Service
- Emergency Department
- Patient Care floors (TG, MB, Allenmore and Auburn)
- Day Surgery of Tacoma
- Engineering
- Distribution
- Grounds
- Linen Services
- Print Shop
- Clinical Engineering
- ORs
- Clinic staff entrances

Floating across campuses. The Employer and Union agree that employees will not be required to float across campuses unless the employee voluntarily agrees to do so or has been hired to do so.

Pulse Heart Institute Scrubs. The following is to memorialize the parties' agreement for mandatory scrub attire for UFCW represented Employees across MHS campuses and facilities who are assigned to the MultiCare Health System Pulse Institute business unit. The agreement is summarized as follows:

- Scrub attire will be required for all UFCW represented Employees assigned to the MHS Pulse Institute business unit in all locations. Each job class will be assigned a different color of scrubs. The color will be determined by the Employer. Employees will not be permitted to wear scrubs not provided by the Employer.
- Employees assigned to procedural areas will continue to wear MHS issued blue scrubs however, the Employer reserves the right to implement Pulse Institute scrubs as described herein for procedural areas.

- Pulse scrub attire will be provided by the Employer through an online portal provided by the Vendor and available to employees at work. Selection and purchase of required scrub attire will be permitted on work time.
- Employees will be permitted to select the style of scrub top and/or bottom that they prefer from what is offered by the Vendor, however, the color of the scrubs will be determined by the Employer. The Employee must purchase scrubs in the designated color for their job classification.
- Scrub tops will be inscribed with the Pulse logo.
- Initial Allocation: Employees will be provided with purchase "points" on the Vendor's site equivalent to the number of "sets" agreed to for their designated FTE (for the purposes of this Agreement, a "set" is defined as one scrub top and one scrub bottom) . The Employee will use the points assigned to purchase required scrubs as outlined above. The Employee may choose to purchase additional scrubs (above the allocation described below) at their own expense through the Vendor's web site.
 - 0.7 to 1.0 FTE: 3 sets of scrubs
 - 0.6 and below: 2 sets of scrubs
- Replacement: Employees will be provided with points annually to purchase replacement scrubs. The Employee may choose to purchase additional scrubs (above the allocation described below) at their own expense through the Vendor's web site. Points will be awarded as outlined below:
 - 0.7 to 1.0: 2 sets of replacement scrubs annually
 - 0.6 and below: 1 set of replacement scrubs annually
- Laundering. Employees will be responsible for laundering the Pulse scrubs.
- Maternity. The Employer will work with pregnant employees needing changes in sizes due to pregnancy.
- Health Unit Coordinators. The parties acknowledge and agree that at the discretion of management, Health Unit Coordinators (HUCs) may be required to wear a Pulse logo shirt and employee owned black slacks of any style that meets the MHS Dress Code. Should the Employer decide to substitute a Pulse logo shirt for the Pulse scrubs for HUCs, the initial allocation and replacement terms outlined above will be the same at each FTE level except that the terms "set of scrubs" will be replaced with "shirts".
- Termination. Employees will be requested to turn in Pulse scrubs upon termination. but employees will not be required to do so. Employees will not be charged for lost or damaged scrubs.

The Employer and UFCW agree that effective with the execution of this MOU by both parties, the terms outlined above constitute the agreement by and between the parties in regards to mandatory scrubs for UFCW represented Pulse Institute business unit employees. Any other terms and conditions of the collective bargaining agreements between the parties not modified herein will remain in effect.

Interpreters. Employees will not be required to provide interpreter services for other employees, patient or family members. Employees may do so on voluntary basis and with permission from the supervisor.

Dual Standby for TG/MB and AH campuses. Employees assigned to simultaneous standby for TG/MB and Allenmore campuses will be paid twice (2X) the regular standby rate.

Environmental Services (EVS) Uniforms. MultiCare is committed to providing staff with uniform tops in accordance with the department policy. Employees who are unable to attain a uniform top in accordance with such policy shall be provided an alternative, which may include wearing a scrub top.

Mary Bridge Children's Hospital Move. Prior to moving Mary Bridge to a new facility, the Employer agrees to notify the union a minimum of 90 days in advance of the move date. Upon request from the union, the parties will meet to discuss the impact on the employees represented by this agreement.

Transfer of Employee to Non-Represented Facilities. MultiCare Health System, Inc. ("MultiCare") and the United Food and Commercial Workers, Local Union No. 21 (the "Union") are parties to various collective bargaining agreements applicable to numerous employees of MultiCare. A dispute currently exists between MultiCare and the Union concerning the reorganization of MultiCare's workforce, and the resulting relocation of various personnel from facilities represented by the Union to the MultiCare Access Center. That dispute is currently pending arbitration. The parties now desire to fully and finally resolve this dispute, and therefore agree as follows:

1. The Union shall dismiss with prejudice its grievance over the relocation of certain personnel to the MultiCare Access Center.
2. The parties acknowledge that the employer retains the right to operate and manage its workforce, including the right to reorganize and relocate its operations which may involve the transition of work out of facilities represented by the Union. This Agreement therefore applies to all collective bargaining agreements between the Union and MultiCare, except the terms of this Agreement are not applicable to Laboratories Northwest unit employees.
3. In the event that MultiCare reorganizes or relocates its work in the future out of facilities represented by the Union, the following procedures will be followed:
 - a. MultiCare will first solicit volunteers to transition to the new work location from among those employees qualified to perform the work. The determination whether volunteers are qualified to perform the work will be made by MultiCare in its sole judgment, provided that such judgments are based upon established criteria and shall not be arbitrary or capricious.
 - b. In the event that insufficient qualified employees volunteer for relocation, MultiCare will select employees for relocation using the layoff provisions of the collective bargaining agreements, including those provisions allowing senior employees to displace/bump junior employees to avoid the relocation provided the senior employee is immediately qualified to perform the work being performed by the junior employee. Employees who return to the bargaining unit subsequent to a relocation will have their seniority restored consistent with the terms of the Agreements.

4. Employees transferred to a new work location pursuant to the Memorandum of Agreement remain continuously employed by MultiCare, and are not laid off or otherwise separated from employment. Except as set forth above, such employees are not entitled to severance or any other benefit applicable to employees whose employment is permanently or temporarily ended.

Pyramiding/Duplication MOU:

A. Instances Involving the Same Hours:

- (1) If the contractual obligation requires overtime and one or more premiums paid at the rate of time and one half (1.5X) for the same hours, the maximum obligation shall be time and one half (1.5X) for all such hours.
- (2) If the contractual obligation requires two or more premiums paid at the rate of time and one half (1.5X) for the same hours, the maximum obligation shall be time and one half (1.5X) for all such hours.
- (3) If the contractual obligation requires overtime or premium paid at time and one half (1.5X) and double time (2X) for the same hours, the double time (2X) rate shall be paid for those hours.

B. Instances Not Involving the Same Hours. In instances not involving the same actual hours worked but where the no pyramiding and/or duplication rule exists, the following standards shall be utilized:

- (1) Overtime (7.4). Hours paid for beyond the normal full-time work day (i.e. daily overtime) shall not count in computing hours worked beyond the normal full-time work period (i.e. weekly or by pay period overtime).
- (2) Weekends (7.8). Hours paid for under this section at the premium rate of time and one half (1.5X) shall not count in computing hours worked beyond the normal full-time work period (i.e. weekly or by pay period overtime).
- (3) Rest Between Shifts (7.10). Hours paid for at this premium rate (time and one half) which occur before a regularly scheduled shift shall not count in computing hours worked beyond the normal full-time work period (i.e. weekly overtime). Hours paid for at this premium during the employee's regularly scheduled shift shall count in computing hours worked beyond the normal full-time work week (i.e. weekly or by pay period overtime).

- (4) Call Back Pay (8.3) Hours paid for under the premium shall not count as time worked in computing hours beyond the normal full-time work period (i.e. weekly or by pay period overtime).
- (5) Work on Holidays (9.4). Hours paid for at this premium rate (time and one half) during the normal work day shall count as time worked in computing hours beyond the normal full-time work period (i.e. weekly overtime). Hours paid for under this premium in excess of normal work day shall not count as time worked in computing hours beyond the normal full-time work period (i.e. weekly overtime).

Benefit Accruals for Time Spent in Bargaining: In the event that: (1) the parties reach a tentative agreement no later than the conclusion of the July 29, 2021 bargaining session, and; (2) the terms of such a tentative agreement are thereafter ratified by the bargaining unit, the Employer shall retroactively credit bargaining team members for PTO and EIT accruals for time spent in negotiations (including caucus time) of up to 8 hours (or 12 hours of that is the employee's regularly scheduled shift) in each day for the scheduled negotiations sessions. In the event that any of the conditions set forth in this agreement are not satisfied by the Union and bargaining team members, the Employer will have no obligation to credit benefit accruals for time spent in negotiations.

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

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