

Agreement by and between
UFCW 3000
and
Franciscan System Services

Virtual Health

Effective through 8/31/2024

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: 1-866-210-3000

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EMPLOYMENT AGREEMENT

2021-2024

By and Between

FRANCISCAN SYSTEM SERVICES

Tacoma, Washington

and

UFCW Local 21

Virtual Health

PREAMBLE

This Agreement is made and entered into between Franciscan System Services (FSS), Tacoma, Washington, hereinafter referred to as the "Employer," and the United Food and Commercial Workers International Union, Local 21, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 – RECOGNITION

The Employer recognizes the United Food and Commercial Workers Local 21 as the sole collective bargaining agent representing all employees working in the collective bargaining unit certified by the National Labor Relations Board in Case No. 19-RC-203229 and consisting of: all full-time, regular part-time and per diem Monitor Technicians, and Virtual Companions employed by the Employer at its facility located at 2420 South State Street, Tacoma, Washington. Recognition is specifically excluded for: all other employees, including but not limited to, professional-technical employees, service employees, maintenance employees, physicians, office clerical employees, managerial employees, confidential employees, guards and supervisors as defined in the Act.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage FSS including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to contract out a whole or a part of the operations; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate;

to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

3.1 Membership. All employees working under this Agreement who are members of the Union on its effective date and all employees who become members of the Union during their employment shall remain members in good standing for the life of the Agreement. Current employees who are on the payroll as of date of ratification may elect to not join the union and will not be required to do so during their tenure with the Employer. Good standing is herein defined as the tendering of uniform Union dues on a timely basis. Employees 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 employee fulfills the membership obligation set forth in this Agreement within that thirty (30) day period. New employees hired on or after the effective date of this Agreement may not be required to join the Union as a condition of employment, but within thirty-one (31) days from the date of hire shall pay to the Union an amount of money equivalent to initiation fee, and each month thereafter an amount of money equivalent to the regular Union dues as agency fees. Those new employees hired after the effective date of this Agreement who choose not to join the Union or pay agency fees based on a bona fide religious tenet shall pay the same amount of money to a non-religious charity. The Union will accept the receipts as Union dues. Failure to comply with this condition shall, upon the written request of the Union, result in the discharge of the employees as provided in this Section.

The requirement to join and remain a member in good standing shall be satisfied by the payment of regular initiation fees and dues uniformly applied to other members of the Union for the class of membership appropriate to employment in the bargaining unit. The Union shall notify the Employer in writing of the failure of any employee to become or remain a member in good standing in violation of this Article. No request for termination shall be made by the Union until at least fourteen (14) days after the sending of the notice.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct uniform Union dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form.

When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

3.3 Voluntary Political Action Fund. During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form that complies with WAC 390-17-100. The minimum deduction will be two dollars (\$2.00) per pay period. Each such form shall be provided to the Employer. When filed with the Employer, the authorization form will be honored in accordance with its terms.

The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

3.3.1 Reimbursement for Reasonable Costs. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse FSS for the reasonable cost of administering the COPE check off in the parties' Collective Bargaining Agreement. FSS and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover FSS costs of administering the check off. Accordingly, the parties agree that FSS will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the COPE check off provision in the parties' Collective Bargaining Agreement to reimburse FSS for its reasonable costs of administering the check off.

ARTICLE 4 – UNION BUSINESS

4.1 Access to Premises. Dually authorized representatives of the Union shall have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, or patient care areas. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the department.

4.2 Stewards. The Union shall have the right to select Stewards from among employees in the unit. The Stewards shall not be recognized by the Employer until the Union has given the Employer written notice of selection. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non-working hours (e.g., rest breaks, lunch periods and before and after shift). Such activities shall not take precedence over the requirement of patient care.

4.3 Agreement. The Employer will provide the UFCW membership application and a copy of this agreement to all newly-hired employees during the new hire sign-up paperwork session. The Union is responsible for supplying copies of the agreement. If copies are not available employees will be directed to the website listed on the membership application.

4.4 Bulletin Board. A bulletin board located in each department shall be designated for use by the Union. Such boards shall be used for official Union notices on Union letterhead or designated by official union logo. 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 board and will not otherwise post materials on the Employers premises.

4.5 New Hire Access. The Steward, and/or union representative will be allowed to meet with new employees following in person new employee orientation for the purpose of discussing the contract, the Union and Union membership. This meeting shall not occur during the employees' scheduled hours of work.

4.6 Bargaining Unit Roster. On a monthly basis, the Employer shall provide the Union, a roster with the names, address, department, job classification, date of hire, shift, rate of pay, last four digits of the social security number, and FTE status of all employees covered by this agreement. The Union hereby indemnifies and agrees to hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer from the release of this information to the Union.

4.7 Negotiation Committee. Subject to patient care requirements, the Employer will make a good faith effort to assist in providing unpaid release time for employees participating in contract negotiations. Employees will work with their managers to arrange this time off.

ARTICLE 5 - DEFINITIONS

5.1 Full-time Employee. An employee who is regularly scheduled to work not less than forty (40) hours per week or eighty (80) hours within a fourteen (14) day period and who has successfully completed the required introductory period.

5.1.1 12-Hour Shift Employee. An employee who is regularly scheduled to work three (3) twelve (12) hour shifts per week shall be regarded as a full-time employee.

5.2 Part-time Employee. An employee who is regularly scheduled to work at least sixteen (16) hours per week, but less than forty (40) hours per week or thirty-two (32) hours within a fourteen (14) day period, and who has successfully completed the required introductory period.

5.3 Introductory Employee. An employee who has been hired by the Employer on a full-time or part-time basis and has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment with the Employer the employee shall be designated as a full-time or part-time employee, unless specifically advised by the Employer of an extended introductory period (not to exceed an additional ninety (90)), the conditions of which shall be specified in writing. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure.

5.4 Per Diem Employee. An employee who works on an intermittent or unscheduled basis. Per diem employees do not earn seniority. Per Diems will provide availability every month with a minimum of four shifts per month, one full weekend two (2) shifts per month and two (2) holidays per year (one winter time and one summer time).

5.5 Regular Rate of Pay. The regular rate of pay shall be defined to include the employee's hourly wage rate, shift differential, lead pay, and the fifteen percent (15%) wage premium in lieu of benefits for employees selecting that optional method of compensation. Shift differential shall not be paid if an employee is temporarily assigned to the day shift during the employee's training or orientation period.

ARTICLE 6 – EMPLOYMENT PRACTICES

6.1 Equal Opportunity. Employment and wage determination shall be based upon professional qualifications, irrespective of race, color, creed, religion, sex, national origin, age, genetic information, marital status, sexual orientation, gender identity, veteran's status, union membership, or the presence of sensory, mental or physical disability subject to the presences of occupational requirements.

6.2 Notice of Resignation. Employees shall be required to give at least twenty-one (21) days' written notice of resignation. Employees are encouraged to give more advance notice so as to further enhance the Employer's chance of keeping a stable staffing pattern. This notice requirement shall not include any paid accruals without prior approval or unverified sick leave. Failure to give the required twenty-one (21) day notice shall result in loss of accrued Paid Time Off (PTO).

6.3 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). The employee shall be required to sign the written disciplinary action for the sole purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense requires immediate suspension or discharge. An employee may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action.

6.4 Personnel Files. Employees shall have access to their personnel files during normal Human Resources Department hours. Such file may be reviewed by an employee with a representative of the Human Resources Department in attendance.

6.5 Direct Deposit of Payroll Checks. The Employer will deposit an employee's earnings each pay period into a bank account designated by the employee. The employee will receive a direct deposit pay stub reflecting number of hours worked, rates of pay, accruals for PTO and net pay deposited to the employee's account.

6.6 Job Openings. Notices of vacancies in existing positions shall be posted for seven (7) calendar days in advance of filling the position. Notice of vacant positions will be posted on the employer's web site. When a regular job opening occurs within the bargaining unit, union seniority shall be the determining factor in filling such vacancy, providing skill, competency, ability and prior job performance are considered equal in the judgment of the Employer. To be considered for any job opening, an employee must complete and submit an application for transfer through the employer's web site. If an employee is accepted for a new bargaining unit position, the employee will be ineligible to apply for another position for a six (6) month period unless agreed to by the employee's supervisor.

6.7 Posting of Schedules. The schedule shall be posted two weeks in advance and will be at least four (4) weeks in length. After the posting of the schedule, except for low census an individual's scheduled hours of work may be changed only by mutual agreement between the supervisor and the employee. Nothing shall preclude the Employer from posting schedules greater than four (4) weeks in length.

6.8 Employer Meetings. Employees shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer. Employees will be paid a minimum of two (2) hours when coming to FSS for mandatory meetings on a scheduled day off.

6.9 Staffing Concerns. The parties agree there should be an adequate number of staff in all departments and on each shift to maintain safe, quality care. Staffing levels shall be determined by management. Staffing takes into consideration the magnitude and variety of the activities needed on a particular shift. Employees, individually or as a group, believing there is an immediate or continuous 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.

a. If an employee does not feel comfortable directly reporting their concerns to their immediate supervisor, the employee may report the issue to a lead, charge nurse, or to human resources. The Union Representative may move anonymous reports through the process outlined in this article on behalf of the employee.

2. Continuous or potential staffing concerns discussed with their immediate supervisor that have not been resolved will be addressed to the Department Director. The Department Director will respond in writing within fourteen (14) calendar days.

3. If the matter is not satisfactorily resolved by the Department Director, the employee(s) may make a written recommendation to the Vice President of Human Resources or designee. The Vice President of Human Resources or designee will respond in writing within twenty-one (21) days.

4. The employer will not retaliate against or engage in any form of intimidation of an employee who notifies their immediate supervisor, director or human resources of his or her concerns about staffing.

ARTICLE 7 – SENIORITY AND LAYOFF

7.1 Definition. Seniority shall be defined as an employee's continuous length of service as a Monitor Tech or a Patient Care Companion, within the bargaining unit, from the most recent date of hire as a full-time or part-time employee. Seniority shall not apply to an employee until the employee has completed the introductory period. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from the most recent date of hire. Regular employees who change to per diem status and subsequently return to regular status without a break in employment shall have previously accrued seniority restored. If an employee terminates but is reemployed within one (1) year, the Employer will credit the employee with the prior seniority date.

7.2 Layoff. A layoff is a permanent or prolonged reduction in the number of employees in the Virtual Health department. Layoffs shall be by job classification. In the event of a layoff, the Employer will first seek volunteers. If not enough employees volunteer for layoff, then job classification seniority shall be the determining factor providing that skill, competence and ability in a specific area are considered equal in the opinion of the Employer. Where possible, twenty-one (21) days' advance notice (or fourteen (14) days' pay in lieu thereof, prorated for part-time employees) shall be given to the Union and to those employees affected by the layoff. Upon request, the Employer and the Union will meet to review the order of layoff.

7.3 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement.

7.4 Roster. In the event of a layoff, a seniority roster will be available at the Human Resources Department at least twenty-one (21) days in advance with a copy provided to the Union.

7.5 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies within a job classification occur, employees on the reinstatement roster will receive preferential hiring. The order of reinstatement shall be the reverse order of layoff providing the employee's skills and ability to fill the position are considered equal in the opinion of the Employer. Providing skill, competency and ability in a specific area are considered equal; employees on layoff shall be entitled to reinstatement prior to any employees being newly hired. The Employer shall not exercise recall and reinstatement in an arbitrary or capricious manner. There shall be no loss of benefits if the employee is reemployed within twelve (12) months.

7.5.1 Removal from Recall List. If an employee does not return to work within seven (7) days of a recall notice sent by certified mail (or at such later date determined by the Employer), the employee will be removed from the recall roster and the Employer's recall commitments shall terminate. The employee shall notify the Employer of any change in the employee's current mailing address. If the employee fails to provide this notification, the employee's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Workday. A normal workday shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours.

8.1.1 10-Hour Day. The normal workday may consist of ten (10) hours' work to be completed within ten and one-half (10 1/2) consecutive hours.

8.1.2 12-Hour Day. The normal workday may consist of twelve (12) hours' work to be completed within twelve and one-half (12 1/2) consecutive hours.

8.2 Work Week. The normal work week shall consist of forty (40) hours of work within a seven (7) day period.

8.3 No Guarantee. The workdays and workweeks specified in 8.1 and 8.2 shall not constitute guaranteed hours of work.

8.4 Innovative Schedules. The Employer and employee may agree to other innovative work schedules with advance notice and agreement of the Union.

8.5 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for work performed beyond the normal work day of at least eight (8) hours in duration during the normal work period.

Double time (2x) shall be paid after twelve (12) consecutive hours within a twenty-four (24) hour period. Overtime shall be considered in effect if eight (8) or more minutes are worked after the end of the shift and shall be calculated to the nearest fifteen (15) minutes. No overtime shall be paid when less than eight (8) minutes have been worked after the end of a shift. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved in advance by the supervisor. Employee initiated schedule changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.

8.5.1 10-Hour day. If an employee works more than two (2) consecutive hours beyond the end of the (10) hour shift, all overtime hours after twelve (12) consecutive hours of work for that shift will be paid at double time (2x).

8.5.2 12-Hour Day. 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 will be paid at double time (2x).

8.6 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or premium pay, paid at the rate of time and one-half (1 1/2) or double time (2x). When an employee is eligible for both time and one-half (1 1/2) and double time (2x) pay, the employee will receive the highest pay rate.

8.7 Meal/Rest Periods. Employees shall be granted two (2) paid fifteen (15) minute rest periods during each normal workday and a thirty (30) minute meal period on the employees' own time. The meal period will be paid when the employee is required to be on duty during the meal period. Breaks may be taken intermittently. The application and administration of this section shall be consistent with State law (WAC 296-126-092).

8.8 Rest Between Shifts. The Employer will make a good faith effort to provide each employee with an unbroken rest period of at least eleven (11) hours between shifts. All time worked within the eleven (11) hour requirement and continuing until the completion of the shift shall be paid at time and one-half (1 1/2) the employee's regular rate of pay. This section shall not apply to, education or training, committee meetings or staff meetings.

8.8.1 Twelve-Hour Shifts. For twelve (12) hour shifts, the rest between shifts commitment will be ten (10) hours; otherwise, the commitments in 8.8 shall apply.

8.9 Weekends. The Employer will endeavor to schedule all regular full and part-time employees for at least every other weekend off. In the event an employee works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. Weekend time worked on a regularly scheduled weekend is not eligible for time and one-half (1 ½).

Subject to advance approval, employees may request the trading of weekends, providing the schedule change does not place the Employer into an overtime condition or premium pay condition pursuant to this section. This section shall not apply to per diem employees. Premium pay provided for in this section shall not apply to employees hired to work every weekend or employees that request more frequent weekend work. Premium pay provided herein shall not apply to time spent for non-mandatory educational offerings. The weekend for premium pay purposes shall be defined as 11:00 p.m. Friday to 11:00 p.m. Sunday. For twelve (12) hour shift employees it shall be defined as 7:00p.m. Friday to 7:00p.m. Sunday.

8.10 Low Census. In the case of low census, subject to operational need and management's opinion of the skill, competence and ability of staff on duty to ensure quality service delivery is maintained, the supervisor will endeavor to cut employees in the following order:

- First Cut - Employees working in any overtime condition
- Next Cut - Volunteers
- Next Cut - Traveler - to the maximum allowed under contract with agency
- Next Cut - Per Diem
- Next Cut - Part-time working above their FTE
- Next Cut - Mandatory rotational cut by seniority

Cut hours will be applied within a job classification within the department providing skill, competency, and ability are considered equal by the Employer. The mandatory cut rotation list will be maintained within the department. Subject to management and Union approval, the majority of employees in the department may modify the process of cut rotation from that stated above.

8.11 Scheduled Day Off. Full time employees who work on their scheduled day off shall be paid one and one-half (1-1/2) times their regular rate of pay. Employees will not be scheduled on standby on their day off without mutual agreement except in an emergency. This section does not apply to non-mandatory staff meetings, trainings, or other meetings and/or trainings where attendance is not required.

8.12 Report Pay. Employees who report for work as scheduled unless otherwise notified in advance and have been released from duty by the Employer because of low census shall receive a minimum of four (4) hours of work at the regular rate of pay.

This provision may be waived by mutual agreement of the employee and supervisor. Where the Employer has left a message on the employees phone (documented attempts will be recorded) at least one and one-half (1-1/2) hours prior to the shift start time advising the employee not to report for work, such communication shall constitute receipt of notice not to report for work and this section shall not apply. It shall be the responsibility of each employee to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements. Except as otherwise provided herein, employees shall not be paid for time not worked. This section shall not apply to attendance at mandatory department meetings.

8.13 Lactation Room. An employer shall provide a reasonable break time for an employee to express breast milk for her nursing child for up to two (2) years after the child's birth; and a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

ARTICLE 9 - COMPENSATION

9.1 Wage Schedule. Effective upon ratification of this agreement employees covered by this Agreement will be paid in accordance with Appendix "A."

9.2 Date of Implementation. Wage rates and any other changes in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date specified in this Agreement.

9.3 Longevity Steps. All employees shall receive longevity steps on their FHS anniversary date.

9.4 Premium in Lieu of Benefits. Effective no later than 60 days post ratification - premium in lieu of benefits will revert to 15% wage premium. Benefit eligible employees may elect to receive a fifteen percent (15%) wage premium in lieu of most benefits including all time off programs. This election must occur within the first 31-days of the new hire date or change of classification to benefits eligible status, or annually during the Annual Enrollment period that is designated in advance by the Employer. You must have other healthcare coverage to elect this benefit.

9.4.1 Per diem employees shall receive a fifteen percent (15%) wage premium added to the employee's base rate of pay. Supplemental part-time and per diem employees are not eligible for benefits provided for by this Agreement.

9.5 Shift Differential. Employees assigned to work a majority of hours after 3:00 p.m. shall be paid a shift differential of one dollar forty-five cents (\$1.45) per hour over the hourly rate of pay. Employees assigned to work a majority of hours after 11:00 p.m. shall be paid a shift differential of two dollars and fifteen cents (\$2.15) per hour over the hourly rate of pay.

9.5.1 Twelve (12) Hour Shifts. Employees assigned the day shift shall receive their regular rate of pay. Employees assigned the night shift shall receive the night shift differential. The Employer shall designate the starting time for the day and night shifts.

9.6 Standby. Scheduled standby pay and shall be at the rate of three dollars and seventy-five cents (\$3.75) per hour while on assigned standby status. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits. Standby pay shall cease when the employee is actually working in a call-back status.

9.7 Callback. Any time an employee is called back to work from standby status shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, with a three (3) hour minimum. The three (3) hour guarantee shall not apply more than once during the same three (3) hours. The callback shall not apply when the employee reports for work in advance of the assigned shift. Callback pay shall not be pyramided and shall not be paid more than once for the same hours. Standby pay will cease when an employee reports for callback duty.

9.8 Lead Pay. Employees assigned to lead positions shall be paid one dollar and fifty cents (\$1.50) above their regular rate of pay.

9.9 Weekend Premium Pay. Any employee who works on a weekend shall receive one dollar fifty cents (\$1.50) 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 overtime premium pay calculations unless 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. Premium pay provided for in this section shall not apply to time spent for educational purposes.

ARTICLE 10 – PAID TIME OFF

10.1 Purpose. The Paid Time Off Program provides for the accrual of hours to be made available to eligible employees who have completed ninety (90) calendar days of employment. The purpose of the Paid Time Off Program is to simplify the management of accrued paid time off and to provide a process for employees to manage personal time within certain guidelines.

10.2 Eligibility. Full-time and part-time employees who have successfully completed ninety (90) calendar days of employment.

10.3 Accrual Rates. Paid Time Off will accrue on all paid hours and low census hours not to exceed 2080 hours each anniversary year of employment. Accrual rates are based on the employee's date of hire.

| <u>Effective Dates for Accrual Rates</u> | <u>Active PTO</u> | <u>Accruals EIB</u> | <u>Maximum</u> | |
|--|-----------------------|-------------------------|----------------|------------|
| | | | <u>PTO</u> | <u>EIB</u> |
| 0 - 4 years | 200 | 48 | 400 | 824 |
| 5 - 9 years | 240 | 48 | 480 | 824 |
| 10 - 19 years | 280 | 48 | 560 | 824 |
| 20+ years | 320 | 48 | 640 | 824 |

10.4 Emergency or Illness PTO Use. In the case of illness or other personal emergency, the employee is requested to notify the supervisor immediately, but not less than two (2) hours prior to the beginning of that shift. Employer will consider six (6) occurrences within twelve (12) consecutive months to be acceptable. Consecutive days off for the same illness or emergency, either PTO or EIB, shall be considered one (1) occurrence.

10.5 EIB. EIB has been established to provide coverage to an employee for extended absences from work as the result of illness or injury of the employee or the employee's eligible family member, or for shorter absences involving serious injury or illness as defined below. The employee's access to EIB will commence from the seventeenth (17th) hour forward and will not be applied retroactively to any hours previously paid as PTO. Immediate access to EIB (without waiting period) is available due to inpatient hospitalization, (exclusive of Emergency Room visits) or outpatient surgery of the employee, or of the employee's eligible family member.

10.6 Rates of Pay. Paid Time Off and EIB hours shall be compensated at the employee's regular rate of pay. Paid accruals do not count toward the calculation of overtime.

10.7 Premium Pay Days (Holidays). FSS will pay any employee required to work on a designated Premium Pay Day time and one half (1 1/2) for all hours worked on the Premium Pay Day. Premium pay day hours worked shall count as time worked in computing overtime hours in the work period. Work on Premium Pay Days shall be equitably rotated.

Premium Pay Days are as follows:

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

For purposes of premium pay, the time period from 3:00p.m. December 24 to 11:00 p.m. December 25 shall be recognized as the Christmas holiday. The time period from 3:00 p.m. December 31 to 3:00 p.m. January 1 shall be recognized as the New Year's holiday.

10.8 Cash Out Option. FSS will allow PTO cash outs in accordance with IRS regulations. An eligible employee may elect to cash out up to fifty percent (50%) of his or her PTO accrual (up to one hundred twenty hours (120) hours). Employees electing to receive cash in lieu of paid time off must indicate their interest in doing so by making an irrevocable election during the November Annual Open Enrollment time frame each year prior to accruing the time off in the following year.

For example, during November an employee may make an irrevocable election to cash out up to no more than fifty percent (50%) of the PTO hours they will accrue in the next calendar year, not to exceed one hundred twenty (120) hours. Note: Employees accruing PTO at the two hundred (200) hour tier level may elect to cash out up to one hundred (100) hours of PTO in the following year. Employees may elect to receive their cash out in one of the following two ways:

1. 100% of election amount paid by December 31 (not to exceed 120 hours or 100 hours for those accruals at the 200 tier level).
2. 50% of election amount paid by July 31 (not to exceed 60 hours) and the remaining 50% paid by December 31 (not to exceed a total of 120 hours or 100 hours for those accruals at the 200 tier level). Employees who elect PTO cash out will accrue their elected PTO cash out hours in a separate accrual balance which will be visible on the pay stub. Employees will only have access to these accrued hours for purposes of elected cash out.

Employees who elect a pay out twice per year and who have not accrued fifty percent (50%) of their election by July will receive the amount they have earned toward their election and the remaining hours will be paid at the time of their December pay out.

Employees who experience a reduction in their overall PTO accrual (i.e. change in hours worked, etc.) or who stop accruing PTO due to a leave of absence or reaching the annual maximums for example may not reach their full cash out election amount and as such will only be paid what they have accrued toward the cash out election at the time of the payout.

Additionally, the employer shall provide a cash out option for unforeseeable emergencies and in an amount reasonably necessary to satisfy the emergency need consistent with the U.S. Department of Treasury regulations.

Employees terminating employment with FSS shall not be subject to the limitations above and shall be paid at one hundred percent (100%) in accordance with Article 10.11 of the Collective Bargaining Agreement.

10.9 Depletion of Accounts. Employees who have depleted Paid Time Off and EIB accounts may apply for a Leave of Absence governed by the Leave of Absence provisions of this contract.

10.10 Use of Paid Time Off. Employees are encouraged to use at least eighty (80) hours of Paid Time Off per year for vacation. Employees may access Paid Time Off hours to cover low census days or holidays. Employees may not utilize any PTO/EIB hours that would result in a negative balance. Employees may access limited accruals while receiving time loss payments under the workers' compensation program as set forth in the FHS PTO policy.

10.11 Termination of Benefits. Employees who terminate in good standing will be paid as follows:

- a. Paid Time Off accounts paid at 100%
- b. EIB accounts paid at:
 - 1 - 14 years Paid at 0%
 - 15 - 19 years Paid at 10%
 - 20 - 24 years Paid at 15%
 - 25 + years Paid at 50%

ARTICLE 11 - INSURANCE PROGRAM

11.1 Benefits Plan. Employees with an assigned FTE of thirty-two (32) or more hours per pay period are considered benefit eligible. Employee must enroll in benefits within 31-days of their new hire date and the coverage will be effective on the first day of the month following thirty (30) days of active employment in a benefit eligible position.

11.2 Medical/Dental Plans. The Employer will provide full-time and part-time employees with medical and dental plan options. Cost sharing for these plans will depend on the selected option and the employee's FTE status.

11.3 Workers' Compensation. The Employer shall provide Workers' Compensation insurance for all employees as required by law. As to workers compensation the Employer may deduct only the amount mandated by law to be deducted from employees pay.

11.4 Unemployment Compensation. The Employer shall provide Unemployment Compensation insurance for all employees as required by law.

11.5 Life Insurance. A life insurance plan will be provided to all eligible employees. Eligibility requirements shall be defined in the plan documents. Employees will be notified in advance of open enrollment dates.

11.6 Retirement Plan. The Employer will provide a retirement plan for its employees. Eligibility requirements for participation including eligible hours and contribution rates shall be defined by the Employer's plan document.

11.7 Plan Changes. Participation in the Employer's Flexible Benefit Plan, Retirement Plan and any other benefits set forth in this Article 10 shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current plan(s) or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 All leaves are to be requested from the Employer 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 Employer within thirty (30) days.

12.2 Family and Medical 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 employee's health benefits during this 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 employee is required to use any accrued paid time off for which the employee is eligible during the leave of absence prior to taking unpaid time off. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

12.3 Military Leave. Any employee serving in the U.S. Armed Forces will be granted leave in accordance with federal and state laws to attend required training as a reservist or guard member, or when called to active duty. Procedures for accessing said leave are detailed in the Military Leave Policy.

12.4 Bereavement Leave. Up to three (3) scheduled work days of paid leave may be granted following the death of a member of the employee's immediate family. Bereavement time off with pay may be split but must be utilized in no more than two increments with ninety (90) days of death. Immediate family shall be defined as parent, grandparent, wife, husband, brother, sister, child, grandchild, significant other in lieu of spouse, son-in-law, daughter-in-law, mother-in-law, or father-in-law or step-persons. Additional time off may be granted, up to a maximum of five (5) scheduled working days, when extensive travel is required to attend the funeral. Such extension of time shall be applied from accrued unused PTO.

12.5 Jury Duty. Time off with pay will be granted for jury duty to regular status full-time and part-time employees once they have completed their probationary period. The employee shall be paid the amount of straight-time earnings (at the regular rate) lost in accordance with the employee's regularly scheduled hours of work. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served. The employee must give the Employer immediate notice of the call for jury duty and provide the Employer with a copy of the summons.

12.6 Domestic Violence Leave. Eligible employees shall be entitled to take leave for domestic violence, sexual assault or stalking that the employee has experienced, or to assist a qualifying family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered in accordance with the RCW.

12.7 Personal Leave. After one (1) calendar year of continuous employment, an employee may apply for a personal leave of absence without pay. The Employer will determine whether or not the leave shall be granted and the duration thereof. Personal leaves of absence will not generally be granted for longer than three (3) months.

12.8 Reinstatement from Leave. An employee will be entitled to reinstatement from a leave of absence as follows:

- a. FMLA Leave: The Employer shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave, in accordance with the requirements of the FMLA.
- b. Personal Leave: The employee will be reinstated to the same position if he/she returns from leave within thirty (30) calendar days. Upon return from a personal leave in excess of thirty (30) calendar days, the employee will be returned to the employee's prior position if still vacant; otherwise, the employee will be offered the first available opening for which the employee is qualified.
- c. Military Leave: An employee returning from a military leave will be reinstated as required by law.
- d. Jury Duty Leave: An employee will be reinstated to their prior position following jury duty.

ARTICLE 13 – TUITION REIMBURSEMENT

The Employer's Tuition Reimbursement policies are incorporated herein by reference.

ARTICLE 14 - LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established consisting of up to three (3) employee representatives and one (1) representative from UFCW; and up to two (2) management representatives, and the Human Resource Director, or designee. The Labor-Management Committee, which is an advisory committee, shall meet as agreed to but at least quarterly, for up to one (1) hour in length, to discuss matters pertaining to this Agreement and other workplace issues. The length of the meeting may be extended, by mutual agreement, up to an additional 30 minutes. Job Descriptions may be a topic of discussion at Labor Management Committee meetings.

ARTICLE 15 – GRIEVANCE PROCEDURE

Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure by the employee or Union to follow the requirements and time limits contained herein for the filing and processing of grievances shall render the grievance null and void. 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.

Step 1. Employee and Immediate Supervisor.

If an employee has a grievance, the employee, union representative, and/or shop steward must first present the grievance in writing to the Human Resources Department within fourteen (14) calendar days from the date the employee knew or had reason to know that a grievance existed.

The grievance shall state the contractual provision violated and the relief sought. Upon receipt thereof, a meeting will be scheduled by the HR Department with the employee, Union Representative and/or Shop Steward, and HR Representative and the immediate supervisor to attempt to resolve the problem. The immediate supervisor shall respond in writing to the employee, Union Representative and/or Shop Steward, within fourteen (14) calendar days of a Step 1 meeting.

Step 2. Employee and Vice President or Designee.

If the matter is not resolved at Step 1, the employee, union representative and/or Shop Steward shall present the grievance advancement in writing to the Human Resources Department within fourteen (14) calendar days following the decision at Step 1.

The Human Resources Department will schedule a grievance meeting between the employee, union representative and/or shop steward and the Vice President or designee, which shall be held at a mutually agreeable time. The Vice President or designee shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Vice President, Human Resources and Union Representative.

If the matter is not resolved in Step 2, the grievance shall be referred in writing to the Vice President, Human Resources and/or designee within fourteen (14) calendar days of the Step 2 decision. The Vice President, Human Resources and/or designee shall meet with the employee and the Union Representative and/or shop steward at a mutually agreeable time for the purpose of resolving the grievance. The Vice President, Human Resources and/or designee shall issue a written reply within fourteen (14) calendar days of the meeting of the parties.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration by written notice to the Employer within fourteen (14) calendar days following the Employer's response at Step 3. Within fourteen (14) calendar days of the notification that a dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator selected from an arbitrator panel pulled from Washington or Oregon states submitted by the Federal Mediation and Conciliation Service.

The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall confine himself to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him.

The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 16 – UNINTERRUPTED PATIENT CARE

It is recognized that the Employer is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite,

encourage or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever. In the event of any strike, sympathy strike, walkout, slowdown or other work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert the same. Any employee participating in any strike, sympathy strike, walkout, slowdown or work stoppage will be subject to an immediate dismissal. The Employer agrees that in consideration of the above it will not lock out employees during the term of this Agreement.

ARTICLE 17 - GENERAL PROVISIONS

17.1 Complete Agreement. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise.

17.2 Entire Agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

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

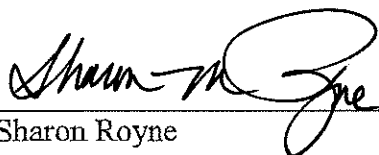
17.4 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer agrees that it will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the staff in advance of the change.

ARTICLE 18 – DURATION

This Agreement shall become effective the date of ratification, and shall remain in full force and effect to and including August 31, 2024, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence at a mutually agreeable time. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 5 day of November 2021.

FRANCISCAN SYSTEM SERVICES

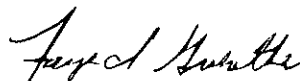


Sharon Royne
Sr. Vice President, Human Resources

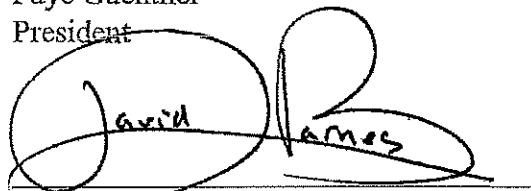


Marie LaMarche
Division Director of Labor Relations

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 21



Faye Guenther
President



David Barnes, Negotiator

**Franciscan System Services
UFCW Virtual Health Wage Scale**

Appendix A

Effective: Upon Ratification

| Contract Title | Base | ST 1 | ST 2 | ST 3 | ST 4 | ST 5 | ST 6 | ST 7 | ST 8 | ST 9 | ST 10 | ST 11 | ST 12 | ST 13 | ST 14 | ST 15 | ST 16 | ST 17 | ST 18 | ST 19 | ST 20 | ST 21 | ST 22 |
|----------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| VIRTUAL MONITOR TECH | 19.59 | 20.57 | 21.60 | 22.68 | 23.81 | 25.00 | 25.69 | 26.40 | 27.13 | 27.88 | 28.65 | 29.44 | 30.25 | 30.25 | 31.08 | 31.08 | 31.93 | 31.93 | 32.81 | 32.81 | 33.71 | 33.71 | 34.64 |
| PATIENT COMPANION | 16.50 | 16.91 | 17.33 | 17.76 | 18.20 | 18.66 | 19.13 | 19.61 | 20.10 | 20.60 | 21.12 | 21.65 | 22.19 | 22.74 | 23.31 | 23.89 | 24.49 | 25.10 | 25.73 | 26.37 | 27.03 | 27.71 | |

Year 2 9/1/2022

| Contract Title | Base | ST 1 | ST 2 | ST 3 | ST 4 | ST 5 | ST 6 | ST 7 | ST 8 | ST 9 | ST 10 | ST 11 | ST 12 | ST 13 | ST 14 | ST 15 | ST 16 | ST 17 | ST 18 | ST 19 | ST 20 | ST 21 | ST 22 |
|----------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| VIRTUAL MONITOR TECH | 20.08 | 21.08 | 22.14 | 23.25 | 24.41 | 25.63 | 26.33 | 27.06 | 27.81 | 28.58 | 29.37 | 30.18 | 31.01 | 31.01 | 31.86 | 31.86 | 32.73 | 32.73 | 33.63 | 33.63 | 34.55 | 34.55 | 35.51 |
| PATIENT COMPANION | 16.91 | 17.33 | 17.76 | 18.20 | 18.66 | 19.13 | 19.61 | 20.10 | 20.60 | 21.12 | 21.65 | 22.19 | 22.74 | 23.31 | 23.89 | 24.49 | 25.10 | 25.73 | 26.37 | 27.03 | 27.71 | 28.40 | |

Year 3 9/1/2023

| Contract Title | Base | ST 1 | ST 2 | ST 3 | ST 4 | ST 5 | ST 6 | ST 7 | ST 8 | ST 9 | ST 10 | ST 11 | ST 12 | ST 13 | ST 14 | ST 15 | ST 16 | ST 17 | ST 18 | ST 19 | ST 20 | ST 21 | ST 22 |
|----------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| VIRTUAL MONITOR TECH | 20.58 | 21.61 | 22.69 | 23.83 | 25.02 | 26.27 | 26.99 | 27.74 | 28.51 | 29.29 | 30.10 | 30.93 | 31.79 | 31.79 | 32.66 | 32.66 | 33.55 | 33.55 | 34.47 | 34.47 | 35.41 | 35.41 | 36.40 |
| PATIENT COMPANION | 17.33 | 17.76 | 18.20 | 18.66 | 19.13 | 19.61 | 20.10 | 20.60 | 21.12 | 21.65 | 22.19 | 22.74 | 23.31 | 23.89 | 24.49 | 25.10 | 25.73 | 26.37 | 27.03 | 27.71 | 28.40 | 29.11 | |

MEMORANDUM OF UNDERSTANDING

2021-2024

By and Between

FRANCISCAN SYSTEM SERVICES

and

UFCW Local 21

Virtual Health

1. Over the course of negotiations, the Union raised concerns regarding the potential impact on bargaining unit employees of a potential business transaction between Catholic Health Initiatives (CHI), Dignity Health, or other entities. To address these concerns as they may relate to the impact on bargaining unit employees at FSS (“the Employer”), the Employer attests that any new relationship involving CHI and Dignity Health or any comparable new relationship between CHI and any other entity will have no impact on bargaining relationships or the contractual terms and conditions of employment for bargaining unit employees employed by the Employer. The 2021-2024 collective bargaining agreement will continue unaffected through any new relationship between CHI and Dignity Health or through any comparable new relationship between CHI and any other entity for the contract term.
2. All employees shall receive a minimum of a 3% increase for the 2021 wage increases. Employees whose wage increase does not meet the minimum 3% increase shall be paid a one-time lump sum amount, less applicable deductions, based on their current rate of pay and FTE, representative of the difference in the percent increase and five (5%). The lump sum will be based on the employees FTE as of the date of ratification.

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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UFCW3000



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

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