

Agreement by and between **UFCW 3000** and **WhidbeyHealth**

ProTech & LPN Unit

Effective: 12/13/2023 - 2/28/2026

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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COLLECTIVE BARGAINING AGREEMENT

By and Between

WHIDBEYHEALTH
(Professional-Technical and LPN Unit)

And

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCAL 3000

This Agreement is made and entered into by and between Whidbey Island Public Hospital District d/b/a WhidbeyHealth (hereinafter referred to as the “Employer”) and United Food & Commercial Workers International Union, Local 3000 (hereinafter referred to as the “Union”).

PREAMBLE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hour and working conditions and to provide an orderly system of Employer/Employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

ARTICLE 1

RECOGNITION

1.1 Unit Inclusions. The Employer recognizes the Union as the exclusive bargaining representative for, and this Agreement shall cover, all full-time and part-time employees classified as professional and technical employees, including Acupuncturist, Certified Nursing Assistant, CS Distribution Tech, Coder II, Coder III, DI Tech Lead (classification by modality), Echo Tech, ED Tech, Endoscopy Tech, Endoscopy Tech Lead, Exercise Physiologist, Lab Assistant, Licensed Practical Nurse, Massage Therapist, Mammography Tech, Mammography Tech II, Medical Assistant-C, Medical Assistant-R, Medical Lab Tech, Medical Tech (CLS), Medical Tech Lead (CLS Lead), MRI Tech, Multi-Modality X-ray CT, Nuclear Medicine Tech, Occupational Therapist, Ortho Tech, Pharmacist, Pharmacy Tech, Pharmacy Tech Trainee, Phlebotomy Tech, Phys Therapy Assistant, Physical Therapist, Polysomnographic Tech, Radiologic Technologist, Radiology Student, Respiratory Therapist, Retail Pharmacist, Retail Pharmacy Assistant, Retail Pharmacy Tech, Retail Pharmacy Tech Trainee, RHIT, SPD Tech, SPD Tech Lead, Speech Therapist, Surgical Tech, and Ultrasonographer, employed by the Employer at WhidbeyHealth and Clinic locations in and around Coupeville, Washington.

1.2 Unit Exclusions. Excluded from the bargaining unit and not covered by this contract are: temporary and per diem (except where indicated in Section 1.1), students, office clerical employees, confidential employees, service maintenance employees, registered nurses, physicians, guards and supervisors, and all other employees. This unit was certified by the Washington Public Employment Relations Commission in Case No. 1478-E-78-293.

ARTICLE 2

DEFINITIONS

2.1 Full-time Employees. Employees who are regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

2.2 Part-time Employees. Employees who are regularly scheduled to work less than forty (40) hours within a seven (7) day period or less than eighty (80) hours within a fourteen(14) day period. Except where otherwise specified herein, such employees shall receive benefits on a pro rata basis according to the number of regularly scheduled, non-overtime hours actually worked. Part-time employees who feel that they are not properly classified or are not receiving appropriately prorated benefits shall have the right to require a review of their status and, if not satisfied, may submit the dispute to the grievance procedure.

2.3 Temporary Employees. Employees who are hired to work during a period when additional work of any nature requires a temporarily augmented force, or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation periods. No employee in this category shall be regularly scheduled for more than ninety (90) consecutive days, except for extensions of up to six (6) months for approved leaves or other situations mutually agreed upon between the Employer and the Union and except when the temporary employee is filling a position that has been posted that the Employer is affirmatively seeking to fill.

2.4 Per Diem Employees. Employees who are scheduled to work as needed on an irregular or casual basis, working intermittently according to Employer-determined notice and policies. (Temporary employees are not per diem employees.)

2.5 Month and Year. For purposes of this Agreement, and the method of computing extended illness benefits (EIB), paid time off (PTO), seniority and other conditions of employment (except as otherwise provided herein), one (1) month's employment shall typically consist of one hundred seventy-three and three-tenths (173.3) hours/month regular paid hours, and one (1) year of employment shall consist of twelve (12) months of continuous employment. For purposes of computing longevity (wage increments), a "year" shall be defined as twelve (12) months. (Actual time worked, which is paid on an overtime (or call back) basis, shall also count as time worked for purposes of computing wages and benefits (including seniority), so long as the total hours worked do not exceed two thousand eighty (2080) hours within a twelve (12) month period.

2.6 Domestic Partner. A domestic partner is defined as a person in a state-registered domestic partnership.

2.7 Lead. An experienced employee who is assigned by the Employer in writing to act as lead and given specific responsibilities for a defined work unit. The lead functions under the direction of the Supervisor, Manager or Director and is accountable to coordinate activities and maintain organization. All assigned lead hours will be paid at the lead premium rate. Employees assigned lead responsibilities will have these responsibilities considered in their assignments.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Management Rights. The Union recognizes the right of the Employer to operate and manage the hospital, including but not limited to the right 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 to be 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, or curtail the whole or any part of the operation; to subcontract work; to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees; to lay off and recall employees; to require 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 Employer, 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 rights is for illustrative purposes only and cannot be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 4

UNION SECURITY, DUES DEDUCTION, AND POLITICAL ACTION FUND

4.1 Employee Rights Regarding Union Membership. The Employer will not advise employees regarding Union membership and will refer any questions in this regard to the Union. The Employer may inform employees of their rights regarding whether or not to pay dues or fees to the Union, but will remain neutral.

4.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues and fees 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 within five (5) business days after payroll by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include employee's name, FTE, social security number, and dollar amount deducted by pay period. The Union and each employee authorizing the assignment of wages for the payment of Union dues and fees hereby undertakes 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 or on account of sharing an employee Social Security Number with the Union.

4.3 Master Lists/Status Reports. Each month, the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the employees' first name, middle initial and last name, social security number, address (including city, state and zip), home phone number, date of birth, gender, available personal email, work location, department, job classification, wage rate, FTE status (or hours per week), bargaining unit/union contract, employee number, shift, current status (active, leave of absence, L&I, etc.), gross earnings or total hours worked in

the month, and date of hire into the bargaining unit. The Union may utilize employees' personal information solely for official Union business, and shall not disclose such to any third party.

4.4 Visitation. Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of transacting Union business that cannot be transacted elsewhere; provided, however, that the representative first notifies the Human Resources Officer of the representative's presence in advance of the representative's planned presence whenever reasonably possible, and that no interference with the work of the employees or the proper operation of the Employer shall result and all contact with employees occurs in non-work, non-patient areas. Any employee attendance at such a meeting shall be non-compensated time.

4.5 Shop Steward. The Union may designate a reasonable number of Shop Stewards for the employees covered by this Agreement. The Union shall notify the Employer in writing of the names of the Shop Stewards. The investigation of complaints and grievances by the Shop Stewards will be conducted during non-working hours (e.g., coffee breaks, lunch periods, and before or after shift) for the unit representatives and any employees. The unavailability of a Shop Steward shall cause no unreasonable delays of meetings in which the Shop Steward has been requested by an employee to attend, and the Employer may proceed with such meeting should an unreasonable delay result from the Shop Steward's unavailability. "Unreasonable delay" for purposes of this Section, means a delay of more than five (5) business days. Delays as a result of management's unavailability shall not apply to the five (5) business day limitation.

4.6 New Employee Orientation and Agreement. The Employer will allow the Union a thirty (30) minute meeting with new employees at the end of hospital orientation (typically at 4:00p.m.). The meeting will be on the new employee's paid time. Hospital employees serving as a Union representative during this meeting will be on unpaid time. The Employer shall provide the newly hired employee a copy of the contract and a link to the Union's new employee orientation page: *****ufcw3000.org/new-members.

4.7 Bulletin Board. The Employer shall furnish a designated space on one (1) bulletin board in the Hospital and clinics for the use of the Union pursuant to this Section. A copy of any materials to be posted on such board must at time of posting be submitted to the Employer's Human Resources Officer for approval. A date shall be listed as to when the information is to be removed. The only materials that may be posted include training and educational information, legislative information, and other healthcare-related information.

4.8 Job Descriptions. The Employer shall provide a job description to newly hired employees of the Employer and shall provide current employees with updated job descriptions in the event there are changes to the job description. In the event of substantial changes to a bargaining unit job description, the Union shall receive an updated copy of the job description.

4.9 Political Action Fund Deductions. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. Deductions will be transmitted to the Union at the same times as dues deductions by check payable to its order. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include employee's name, social security number, and dollar amount deducted by pay period.

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 shall arise against the Employer for or on account of any

deduction made from the wage of such employee.

The parties recognize that to the extent the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering the Political Action Fund deduction provided for in this Agreement, this provision shall apply. The Hospital and Union agree that one quarter of one percent (.25%) of all amounts collected for this fund is a reasonable amount to cover Hospital costs of administering this bi-weekly deduction. Accordingly, the parties agree that the Hospital will retain one quarter of one percent (.25%) of all amounts deducted for the Voluntary Political Action fund to reimburse the Hospital for its reasonable costs of administering the deductions.

4.10 Meeting Rooms. The Union shall be permitted to use designated premises of the Employer for meetings of the local unit for professional/educational purposes only, so long as the Employer has received sufficient notice and determines that a room is available.

4.11 Bargaining for New Collective Bargaining Agreement & Unpaid Time Off (UTO). Employees who attend collective bargaining shall have such time charged as unpaid time off (UTO), but shall not have such bargaining session days count as personal leave days under Section 13.9, Personal Leave, of the Agreement.

ARTICLE 5

PROBATION AND TERMINATION

5.1 Introductory Period. The first three (3) months (or five hundred twenty (520) paid hours, whichever is greater) of most recent, continuous employment in the bargaining unit shall be considered an introductory period. Subject to consultation with the Union, the Employer may extend the introductory period up to an additional three (3) months or five hundred twenty (520) hours, whichever is greater. Introductory employees shall not enjoy the benefits accruing from this Agreement, except as expressly provided for herein.

5.2 Regular Employees. An employee shall attain regular employee status upon successful completion of the introductory period.

5.2.1 Termination Notice. Regular employees shall give not less than fourteen (14) calendar days' prior written notice of intended resignation. Regular employees shall receive at least fourteen (14) calendar days' prior written notice of termination or pay in lieu thereof for previously scheduled work days, unless discharged for cause. It is agreed that consideration shall be given to extenuating circumstances that make said notice requirements impossible.

5.3 Discipline or Discharge. No regular employee shall be disciplined or discharged except for cause. Discipline shall be administered on a progressive and corrective basis. Disciplinary steps prior to discharge may be bypassed in appropriate cases. The employee will be given a copy of all written discipline. The employee may request the attendance of the Shop Steward or Union Representative at disciplinary meetings.

5.3.1 Warning Notices. Because the Employer applies the general principle of progressive discipline, except for gross infractions of hospital policies and/or procedures (as determined by the Employer), no employee shall be discharged before having received at least one (1) written warning notice.

5.3.2 Pre-Termination Proceedings. Prior to implementation of an unpaid suspension of more than one (1) day or a discharge decision, a regular employee shall receive written notice of the pending discipline discharge (with a copy of the notice to the Union), be given its basic reason(s) and shall be allowed to have an opportunity to respond to the notice, if so desired. For such a response meeting the employee may request union representation, which generally shall be the Union representative if available, provided that for unpaid suspensions the meeting shall proceed with a Shop Steward if the Union representative is not available within one (1) business day.

ARTICLE 6

SENIORITY

6.1 Seniority Definition and Accrual. Seniority shall mean an employee's continuous length of bargaining unit service within a Department of the Employer from most recent date of hire, except as further defined in this Section. Seniority shall not apply to an employee until completion of the required introductory period. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from the most recent date of hire. Per Diem employees do not accrue seniority.

6.1.1 Seniority Use. Upon request not more frequently than annually, at layoff notice, and upon request for unit rebids/restructures or position awarding, a roster of the departmental seniority will be generated and forwarded to the Union Representative.

6.1.2 Future Seniority Accrual. Once the Seniority Roster is set under Section 6.1.1 Seniority Roster, future seniority shall only be accrued by continuous length of service by Department in the bargaining unit.

6.1.3 Seniority "Freeze & Bridge". Should an employee transfer to a non-bargaining unit position in the future, the employee's existing seniority shall be "frozen" at the level accrued at that time for up to one (1) year. If a non-bargaining unit employee transfers to a bargaining unit position, at that time any prior seniority shall be restored ("bridged") to its previous level, so long as it occurs within one (1) year of a transfer to a non-bargaining unit position.

6.2 Seniority Use. Seniority shall be the determining factor in scheduling vacations, transfers, shift or schedule changes, layoffs and recalls from layoffs, where such factors as skill, competence and ability are deemed substantially equal by the Employer. The Employer shall be the judge as to the qualifications and competence of its employees, and such judgments shall be fairly and reasonably made.

6.3 Seniority Termination. Seniority shall terminate upon discharge, resignation, retirement, transfer out of the bargaining unit pursuant to provisions of Section 6.1.3, Seniority "Freeze & Bridge", or more than twelve (12) consecutive months of layoff.

6.3.1 Semiannual Seniority Roster Update. Whidbey Health will provide to the Union, upon the Union's request, an updated Seniority list on or around January 15 and July 15. The Union and employees shall have thirty (30) days from the date the list was provided to the Union to inform Human Resources of any perceived corrections needed.

ARTICLE 7

HOURS OF WORK AND OVERTIME

7.1 Work Week and Work Day. 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. A normal work day shall consist of eight (8) hours of work to be completed within eight and one-half (8-1/2) consecutive hours with a thirty (30) minute meal period without pay. (Part-time employees will be assigned work shifts of four (4) hours or more except when a mutually agreeable innovative shift of less than four (4) hours is scheduled to accommodate the scheduling needs of the employee and Employer.) When the Employer and employee agree to an innovative schedule of less than a four (4) hour shift, the Employer shall notify the Union within thirty (30) calendar days of the employee's name, phone number and reason for establishing a less than four (4) hour shift.

7.2 Innovative Work Schedules. From time to time the employee, the Employer and the Union may mutually agree to other innovative work schedules that excuse the Employer from overtime pay requirements under this article. Employees are not required to work innovative schedules unless hired for such schedule. Written notice of such innovative work schedules will be provided by the Employer to the Union. (At a minimum, innovative schedules that may be used by the Employer and employees for ten (10), twelve (12), and sixteen (16) hour shifts are attached to this Agreement in Appendix C.) Where any innovative schedules are utilized by the Employer, the Employer retains the right to revert back to the eight (8) hour workday (or the work schedule which was in effect immediately prior to the innovative work schedule), after at least two (2) weeks' advance notice to the employee and the Union.

7.3 Overtime. Overtime shall be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for all time worked beyond the normal work period. Employees shall not be required to take compensatory time in lieu of overtime pay. (Under this Agreement, the "regular rate of pay" is the statutorily required overtime pay calculation during the appropriate work period, and the "normal rate of pay" is the employee's hourly wage at the appropriate step increment level plus applicable shift differential rate of pay.) All time worked in excess of forty (40) hours during any one (1) week shall be considered overtime, unless the employee is assigned to work eighty (80) hours during a two (2) week period, in which case all time worked in excess of eight (8) hours during any one (1) day or in excess of eighty (80) hours during the two (2) week period shall be considered overtime. All overtime must be properly authorized by the Employer.

7.3.1 Mandatory Overtime. The Employer shall avoid mandatorily assigning overtime exceeding one (1) hour at the end of the employee's shift, except in cases of emergency identified by the Employer. When assigning overtime, the Employer will first seek qualified volunteers from employees already at work.

7.3.2 Double-time Pay. Employees working more than twelve (12) nonconsecutive hours within a twenty-four (24) hour period, or in excess of twelve (12) consecutive hours, shall be paid at the rate of two (2) times the straight time rate of pay for all hours worked in excess of twelve (12) nonconsecutive hours within the twenty-four (24) hour period or twelve (12) consecutive hours of work. For purposes of calculating any overtime to be paid pursuant to the twenty-four (24) hour period provision of this paragraph, the twenty-four (24) hour period shall begin at the start of the employee's regularly scheduled shift and continue for twenty-four (24) consecutive hours thereafter. [This Section shall not apply to employees who have mutually agreed to work a regular twelve (12) hour schedule. However, such employees shall receive double time (2x) for consecutive hours worked over fourteen (14).]

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

7.4 Rest Period Between Shifts. Except in emergencies or by mutual agreement, employees shall have an unbroken rest period of twelve (12) hours between shifts, except for employees who regularly work twelve (12) or more hour shifts by mutual agreement. In such situations when in the opinion of the Employer the employee is not fit for duty the Employer may, or upon an employee's request the Employer shall use reasonable efforts to, excuse the employee from the next scheduled shift contiguous with this rest period. Any time worked without twelve (12) hours' rest between shifts (or ten (10) hours' rest between shifts for twelve (12) hour shift employees), excluding overtime, shall be paid at time and one-half (1-1/2x) the normal rate. This provision does not apply to those employees who are on standby.

7.5 Weekend Schedules. The Hospital shall make every good faith effort to schedule all regular full-time and part-time employees for every other weekend off (Saturday and Sunday). Any employee who works on a weekend between 11:00 p.m. Friday night and 11:00 p.m. Sunday night shall receive Two Dollars and Fifty Cents (\$2.50) per hour as a weekend premium added to the employee's normal rate of pay for each hour worked on the weekend.

7.5.1 Consecutive Weekend Premium. All hours worked on consecutive weekends shall be compensated at the rate of one and one-half (1-1/2) times the normal rate of pay until a weekend off is achieved. The consecutive weekend premium shall not apply to employees who trade weekends for their own convenience, who voluntarily agree to more frequent weekend duty in writing by mutual agreement, or who are hired primarily to work a weekend schedule. Employees who work weekend shifts on a rotational or occasional basis are entitled to the consecutive weekend premium. With sixty (60) days' written notice to the Employer the employee may choose to withdraw their waiver and revert back to receiving the Consecutive Weekend Premium.

7.6 Rest and Meal Breaks. Employees shall receive a paid fifteen (15) minute rest period in each four (4) hour period of work. Employees will receive thirty (30) minute unpaid meal periods as required by WAC 296-126-092, unless waived. Employees required to work during the meal period or rest breaks shall be compensated for such work at the appropriate rate of pay. The Employer will comply with Federal and State law regarding this Section.

7.7 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work or four (4) hours' pay at the straight time rate of pay. It shall be the responsibility of each employee to notify the Employer of the employee's current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.

7.8 Shift Rotation. Unless mutually agreeable by the Employer and the employee involved, shift rotation will be used only when necessary as determined by the Employer. If shift rotation is necessary, and if skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer, volunteers will be sought first, and if there are insufficient volunteers, shift rotation will be assigned on the basis of seniority, least senior person first.

7.9 Work in Advance of Shift. When an employee, at the request of the Employer, reports for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1-1/2) times the normal rate of pay.

This provision shall not apply when the employee volunteers to report in advance of the shift.

7.10 Work Schedules. Work schedules and days off shall be posted prior to the twentieth (20th) of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time. (Supervisors shall seek to avoid scheduling employees for more than five (5) consecutive days, as a normal practice, unless employees have requested this.)

7.10.1 Temporary Scheduling Changes.

(1) The parties agree that any temporary scheduling changes due to staffing requirements will be filled as follows:

(a) The Hospital will first seek volunteers to fill the shift assignment, and the most senior employee volunteer determined by the Employer to have the necessary skills, competence and ability will be assigned. If there are no volunteers then reserve staff will be assigned. If no reserve staff are available then the least senior employee determined by the Employer to have the necessary skills, competence and ability will be assigned.

(2) However, it is understood that the Hospital shall not be required to make such assignments if it:

(a) Would result in hours in excess of the employee's full-time equivalent (FTE) status,

(b) Would result in overtime,

(c) Would violate rest between shifts requirements,

(d) Would cause the Hospital to pay premium pay (other than applicable shift differential), or would otherwise cause a violation of the Agreement.

If any of these instances in subparagraph (2) would occur, the Hospital will assign the next most senior employee volunteer determined by the Employer to have the necessary skills, competence, and ability; but if there are no volunteers the Hospital will assign the next least senior employee determined by the Employer to have the necessary skills, competence, and ability.

(The provisions of this Section 7.10.1, Temporary Scheduling Changes, shall not alter the parties' rights under Section 7.10.2, Part-Time Employee Supplemental Hours.)

7.10.2 Part-Time Employee Supplemental Hours. Any part-time employee who is interested in working extra hours above their designated full-time equivalent (FTE) status in their Department for the coming month may submit such notice in writing to their Department Manager by the tenth (10th) day of the preceding month. When preparing the monthly schedule, the Department Manager will review the written requests submitted. Such part-time employees who are available and who the Employer determines have the necessary skills will be given priority for supplemental shifts. (It is understood, however, that other scheduling concerns deemed necessary by the Manager may also be considered, possibly leading to a different final decision.) (This Section does not limit the Employer from scheduling an employee above their designated FTE status at any time if the employee agrees to work the additional hours.)

ARTICLE 8

CLASSIFICATIONS AND RATES OF PAY

8.1 Wage Schedule. Employees covered by this Agreement shall be paid no less than the wages set forth in Appendix B attached hereto and made a part of this Agreement. [Any changes in wages or benefits to be implemented under this Agreement shall be implemented on the first (1st) day of the first (1st) full payroll period after the date noted.]

8.1.1 Internal Equity. Effective with the effective date of this Agreement and thereafter, if a new employee is hired into a pay level which is greater than the placement schedule outlined in Section 8.2 Allowance for Experience, the step of employees in the same job class will be evaluated and adjusted through an "Equity Review Process". The Employer shall have thirty (30) days from the new hire's end date of probation to review the employees' original Employment Applications to determine if there is a difference between their original credited experience and subsequent step level placement and the credited experience of the new employee and their step level placement. If it is determined there is a need to adjust the step level, the Hospital shall make this adjustment on the first (1st) day of the first (1st) payroll period after the determination has been made. If the employee disagrees with the equity adjustment in this Equity Review Process, the employee shall submit a request in writing, within thirty (30) days of the effective date of the adjustment or determination not to adjust, to meet and review the adjustment with the Human Resources Officer (or designee). The Human Resources Officer (or designee) may consider any additional information not provided in the original Employment Application. It is the employee's responsibility to provide written proof of the additional information being considered. Under no circumstances shall any equity adjustment be retroactive; all such adjustments shall occur on the first (1st) day of the first (1st) payroll period after a decision has been rendered.

8.1.2 Equity Review. If an employee believes they were not placed on the scale at the appropriate wage rate when hired the employee will be given thirty (30) days from ratification to provide the employer with the documentation that may change the rate as referenced in the above article.

Human Resources will respond to the requests within sixty (60) days, provided that this period will be increased by five (5) days for each request in excess of ten (10). If the employee is dissatisfied with the response of Human Resources the employee may appeal the decision within ten (10) days to a committee comprised of two (2) members appointed by the Union and two (2) representatives appointed by the Employer. The committee shall issue a decision within sixty (60) days, plus five (5) additional days for each appealed decision in excess of ten (10). The decision of Human Resources may be overturned by a majority vote of the committee. If the decision of Human Resources is reversed the committee shall determine the step on the scale on which the employee shall be placed. The decision of the committee shall be final and is not subject to the grievance procedure.

8.2 Allowance for Experience [Effective until the first full pay period following April 1, 2024]. An employee hired and any current employee during the term of this Agreement shall be placed in the wage schedule (Appendix B) upon hire or during the first full pay period following ratification (whichever comes first) in accordance with the following:

- (a) Employees with two (2) or more years of service shall be employed at not less than the second (2nd) Step.
- (b) Employees with four (4) or more years of service shall be employed at not less than the

third (3rd) Step.

(c) Employees with six (6) or more years of service shall be employed at not less than the fourth (4th) Step.

(d) Employees with eight (8) or more years of service shall be employed at not less than the sixth (6th) Step.

(e) Employees with ten (10) or more years of service shall be employed at not less than the seventh (7th) Step.

(f) Employees with twelve (12) or more years of service shall be employed at not less than the eighth (8th) Step.

(g) Employees with fourteen (14) or more years of service shall be employed at not less than the tenth (10th) Step.

(h) Employees with sixteen (16) or more years of service shall be employed at not less than the twelfth (12th) Step.

(i) Employees with eighteen (18) or more years of service shall be employed at not less than the fourteenth (14th) Step.

(j) Employees with twenty (20) or more years of service shall be employed at not less than the sixteenth (16th) Step.

(k) Employees with twenty-two (22) or more years of service shall be employed at not less than the eighteenth (18th) Step.

(l) Employees with twenty-five (25) or more years of service shall be employed at not less than the twenty-second (22nd) Step.

"Years of service" shall be defined as hospital experience, or other experience deemed comparable by the Employer, in the same job in the Employer's judgment the new employee is assuming here at WhidbeyHealth.

8.2 Allowance for Experience [Effective beginning in the first full pay period following April 1, 2024]. An employee hired and any current employee during the term of this Agreement shall be placed in the wage schedule (Appendix B) upon hire or during the first full pay period following April 1, 2024 in accordance with the following: Employees shall be employed at not less than the Step equivalent to their years of service (e.g., Step 2 for 2 years of service; Step 3 for three years of service; etc.).

"Years of service" shall be defined as hospital and/or clinical experience, or other experience deemed comparable by the Employer, in the same job in the Employer's judgment the new employee is assuming here at WhidbeyHealth.

An employee who believes they have been misplaced on the scale per Section 8.2 (effective in 2024), shall have 30 days from the date of notice of their placement to request a review with HR. HR shall respond within 60 days after such request for review with a final determination of the employee's placement. Any review requested by employees of their placement on the wage scale in 2024 (per Section 8.2) shall be

subject to the process outlined in this paragraph, and shall not be subject to Section 8.1.2 (Equity Review). Any corrections made pursuant to this review process shall be applied retroactively to the first full pay period following April 1, 2024.

8.2.1 Promotions/Transfers – Effective in the first full pay period following ratification, if an employee accepts a promotion or transfer to a job classification (after ratification), in no case will they be required to take a reduction in salary. The employee will be placed on the appropriate wage scale at the next step that results in an increase from their current rate of pay and will remain at that step until their years of service exceed that step (assessed at the anniversary of their hire date).

8.3 Shift Differential. Employees working evening duty (3 – 11 p.m. shift) shall receive Two Dollars and Twenty-Five Cents (\$2.25) per hour in excess of the normal hourly wage rate specified in this Agreement. Employees working a shift where the majority of hours occur after 3 p.m. shall receive shift differential for the entire shift. Employees working night duty (11 p.m. – 7 a.m. shift) shall receive Three Dollars and Twenty-Five Cents (\$3.25) per hour in excess of the normal hourly wage rate specified in this Agreement. Employees working a shift where a majority of hours occur after 11 p.m. shall receive shift differential for the entire shift.

8.3.1 While an employee is assigned to a twelve (12) hour shift, the employee shall receive shift differential for the actual hours worked during the evening and night shift, as appropriate, instead of the majority of hours standard of Section 8.3.

8.4 Standby. Employees placed on standby status shall be compensated at the rate of Three Dollars and Fifty Cents (\$3.50) per hour of standby duty. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for service increments or fringe benefits. To the extent possible, weekend and holiday standby assignments shall be equally shared unless other arrangements are made by mutual consent.

8.5 Call-Back or Call-In. If a regularly scheduled full-time or part-time employee is called back or called in to work, such employee shall be paid for all hours worked at one and one-half (1-1/2) times the normal rate, with a minimum guarantee of three (3) hours, and shall receive the scheduled standby pay. Under this Agreement, call-in is defined as previously unscheduled work for an employee who is called in by the Employer within twenty-four (24) hours of the start of the needed work period.

8.5.1 Call Back on Standby for Telephone Calls. An employee who is receiving standby pay for the purpose of being available to respond to telephone calls, and who can respond to the telephone call without need to return to the Hospital, will receive call back pay at time and one half for the greater of the time required to complete the telephone call and any required follow up, or one-half hour. The call in pay for telephone coverage shall be applicable for each subsequent telephone call falling outside of the applicable half hour of paid time, to a maximum of eight (8) hours pay per day.

8.6 Call-Back or Call-In While Not On Standby. If a regularly scheduled full-time or part-time employee is called back or called in to work, while not on standby status, such employee shall be paid eight (8) hours of standby pay in addition to any compensation paid pursuant to Paragraph 8.5.

8.7 Lead Premium; Temporary Assignment to a Higher Position. If the Employer makes written assignment of an employee to regular or temporary supervisor or lead status, the employee shall be compensated at the rate of Two Dollars (\$2.00) over their normal rate of pay for all hours worked in that designated assignment to the higher position or lead status. However, any employee with a lead job title as of the date of ratification shall receive the greater of either (1) the pay provided per this Section 8.7 in conjunction with the wage scale in Appendix A, or (2) their current rate of pay in effect prior to

ratification, until their next step anniversary date. This Section does not apply to Med Tech Leads, who shall instead receive the pay rates per the Med Tech Lead wage scale.

8.8 Part-time Employee Compensation in Lieu of Benefits. At time of hire and annually thereafter during open enrollment to be effective beginning the first pay period in January, part-time employees (excluding reserve employees) will be permitted an election to choose to receive fringe benefits on a pro rata basis or be paid an hourly differential in lieu of fringe benefits equal to fifteen percent (15.0%) of the employee's hourly wage rate ("in lieu employees"). [Part-time in lieu employees shall receive holiday work premium pay under Article 9, but not: paid time off (PTO) under Article 10, extended illness bank (EIB) leave under Article 12, funeral leave under Section 13.9, medical or dental insurance benefits under Section 11.1, life insurance benefits under Section 11.4 or Employer matching contributions to retirement plan benefits under Section 11.6.] A part-time employee who moves to in lieu of benefits status shall be cashed out in a lump sum for accrued unused PTO, which will be paid on the normal payroll date for the pay period in which the election becomes effective.

8.8.1 Return to Regular Pay Status. If an employee who opted for in lieu of benefits status subsequently chooses during the election period to return to regular pay status with fringe benefits, for the purposes of accruing paid time off, the employee shall start to accrue paid time off as of the beginning of the first pay period in the January following the change in election according to completed calendar years of service under Section 10.1 of this Agreement. If an employee makes a legally-permitted election for healthcare coverage to be effective other than pursuant to the annual election, pay in lieu of benefits status will terminate as of the pay period in which healthcare coverage begins. In each case, the starting balance for paid time off shall be zero (0) hours. It is understood when an employee transfers from normal compensation to in lieu of benefits status, that employee shall be paid a lump sum (less withholding) equal to the amount of paid time off hours accrued (and unused) at the time of transfer.

8.9 Mandatory Attendance. If an employee is required by the Employer to attend a Hospital activity (such as training) during the employee's nonscheduled time, which is not contiguous to the employee's scheduled shift, the employee will be compensated for actual time in attendance at the activity, but no less than two (2) hours.

8.10 Special Certification Premium. Employees who obtain advanced national certification/registry in their field, as approved by the Employer (See, Appendix B), shall receive a special certification premium of One Dollar (\$1.00) per hour for all hours worked. Employees may receive up to two (2) premiums in their job (for example, an Ultrasound Technologist who is certified in AB and BR will receive Two Dollars [\$2.00] per hour). Appendix B lists the current special certifications by job class eligible for certification premium. Additional special certifications may be added to the approved listing in Appendix B, as determined by the Employer. It is understood, however, that Hospital positions that require certification as a pre-requisite to hire (for example, a Radiologic Technologist must be registered with ARRT as a requirement of licensure in Washington State; as another example, when a lead job description requires particular certifications for the job), no certification premium will be paid.

8.11 Bachelor's Degree Premium. Employees with a Bachelor's Degree in their field, as determined by the Employer, shall receive a premium of One Dollar (\$1.00) per hour for all hours worked. This Section shall not apply to employees hired or transferred after April 1, 2013 into positions for which a bachelor's (or higher level) degree is a job requirement (e.g., acupuncturist, occupational therapist, speech therapist, rehab therapist, pharmacist, medical tech, RHIT, exercise physiologist are not eligible for this premium).

ARTICLE 9

HOLIDAY WORK PREMIUM PAY

9.1 Recognized Holidays. New Year's Day Memorial Day, Independence Day, Labor Day, Thanksgiving Day Christmas Eve and Christmas Day shall be observed as holidays for purposes of holiday work premium pay and rotation of holidays. All holidays, except Christmas Eve, shall be defined as all hours between 2300 the day before the holiday and 2300 the day of the holiday. Christmas Eve shall be defined as all hours between 1500 and 2300.

9.2 Worked Holiday. Any regular employee required to work on a holiday listed in Section 9.1 shall be paid at one and one-half (1-1/2) times the normal rate of pay for all hours worked as holiday work premium pay during the holiday period designated by the Employer.

9.3 Rotation. The Employer shall use its best efforts to rotate holiday work among both full-time and part-time regular employees in an equitable manner. Volunteers will be sought first and any vacant shifts will be filled by equitable rotation starting with the least senior employees. No employee shall be involuntarily assigned the same holiday more than two (2) consecutive years unless mutually agreed.

9.4 Designation of Holidays. The Employer shall be responsible for determining when holidays shall be observed, including day, evening, and night shifts. The Employer shall designate a holiday for a shift when the majority of the hours of the shift fall on an observed holiday under this Agreement.

9.5 Department Closure on Holiday. If a department closes on a holiday, an employee may have the option to request additional hours or shifts during that holiday week in order to maintain their FTE status. Any such requests shall be granted based on departmental/business need and availability, as determined solely by the Employer.

ARTICLE 10

PAID TIME OFF (PTO)

10. Paid Time Off Program. The Paid Time Off (PTO) program provides eligible employees with appropriate compensation during holidays, vacation time, and periods of treatment of illness for the employee, employee's spouse, or domestic partner (spousal equivalent), parent, parent-in-law, grandparent, or dependent child, pursuant to the requirements of this Article and subject to related Employer policies. The purpose is to allow each eligible employee to utilize PTO as the employee determines best fits the employee's personal needs or desires. (Article 10, Paid Time Off (PTO), shall not apply to in lieu employees.)

10.1 Amount of PTO. After completing ninety (90) calendar days of employment, an employee shall be eligible to receive PTO benefits accrued according to the following schedule:

<u>Years of Service</u>	<u>PTO Accrual Levels</u>	
	<u>Maximum Hours & Days [Hourly Rate]</u>	
One through Three Years	200 (25 working days)	[.0963]
Four through Five Years	240 (30 working days)	[.1155]
Six through Seven Years	248 (31 working days)	[.1193]
Eight through Nine Years	256 (32 working days)	[.1232]

Ten through Fourteen Years	280 (35 working days)	[.1347]
Fifteen through Nineteen Years	304 (38 working days)	[.1462]
Twenty through Twenty-Four Years	320 (40 working days)	[.1538]
Twenty-Five through Twenty-Six Years	328 (41 working days)	[.1577]
Twenty-Seven or more Years	336 (42 working days)	[.1615]

Employees may use PTO benefits to the extent accrued in increments of not less than one-quarter (0.25) normally scheduled work hour. In all cases, PTO shall only be payable for regularly scheduled days of work.

10.2 PTO/UTO Scheduling. The Employer shall retain the right to determine policies of scheduling PTO/UTO [or leave without pay (“LWOP”) for in lieu employees]. Employees shall present electronic or written requests on a form for PTO/UTO by the tenth (10th) of each month with approval granted by the twentieth (20th) of the same month. Requests for scheduling PTO/UTO can be submitted for the upcoming twelve (12) month period. Updated vacation schedules will be posted (in hard copy or online format) on the twentieth (20th) of the month reflecting the upcoming twelve (12) month period. (See Section 10.2.1 for PTO use due to unanticipated medical reasons.) In the case of conflicting requests by employees for PTO or limitations imposed by the Employer on PTO requests, seniority shall prevail in assigning PTO provided the skills, abilities, experience, competence, and qualification of the employees affected are not significant factors as determined by the Employer. PTO requested during Thanksgiving, Christmas or New Year's holiday periods shall be assigned on a rotational basis provided that Thanksgiving, Christmas Day or New Year's Day is worked by the employee. Approved PTO shall not be affected by later requests unless mutually agreeable. During each year, any in lieu employee may request LWOP equal in length to the amount of vacation the employee would have accrued but for the election of in lieu pay.

10.2.1 PTO Use For Unanticipated Medical Reasons. Any payments of PTO due to unanticipated medical reasons (i.e., sickness, injury, or emergency medical treatments) shall be subject to immediate notification of absence, which shall be given by the employee to the Employer as soon as possible on the first (1st) day of absence. The Employer reserves the right to require reasonable written proof of medical condition (such as nurse practitioner or other healthcare provider statements). However, the Employer may require a medical doctor's statement regarding such medical condition or fitness for duty when it deems necessary. [For record-keeping purposes, approved medical appointments shall be considered paid time off (PTO) rather than illness time off (ITO).]

10.3 PTO Pay. PTO pay shall be the amount which the employee would have earned had the employee worked during that period at the employee's normal rate of pay (which includes certification/registry premium pay and Bachelor's Degree premium pay, but would exclude the lead premium for temporary assignments). [Except for scheduled and approved leave pursuant to Section 13.8 Personal Leave, before an employee can be granted unpaid time off (UTO), an employee must have used the balance of the employee's accrued Paid Time Off (PTO). Employees not scheduled to work on a holiday are not required to use PTO.]

10.4 Payment Upon Termination. After completion of the probation period, an employee shall be paid upon termination of employment (or conversion to reserve or in lieu employee status) for any PTO credits earned but not used, unless the employee fails to provide the Employer with the required fourteen (14) days' prior written notice of intended resignation or the employee has been discharged for cause.

10.5 PTO Accumulation. PTO credits may be accumulated and carried over from one (1) year of employment to another up to a maximum of five hundred (500) hours. Hours over five

hundred (500) shall be forfeited, except under unusual circumstances and when approved by the Employer in writing. PTO denied by the Employer due to inadequate staffing coverage will be deemed as one such type of unusual circumstance and may be carried over to the next year. An employee shall not lose accrued PTO without receiving prior written notification from the Employer and a reasonable opportunity to take the PTO.

10.6 Annual PTO Cashout. Annually, at the start of the Employer's fiscal year, an employee may give notice to the Employer to elect to cash out in that fiscal year up to eighty (80) hours of the employee's accrued but unused bank of PTO hours. This amount of cashout must be pre-determined by the employee at the time of election, the specific pay period when cashout payment is requested must be identified, and at both the time of cashout notice and cashout payment the employee must have at least one hundred sixty (160) hours of accrued and unused PTO in the employee's bank of PTO hours, or PTO cashout will not be permitted.

10.7 Holidays and PTO Cashout. So long as the Employer has advance written notice prior to the pay period in which a holiday falls, an employee who works a holiday under Section 9.2 may cash out accrued, but unused, PTO hours in an amount up to the employee's regularly scheduled hours for that holiday.

ARTICLE 11

INSURANCE BENEFITS

11.1 Worker's Compensation. All employees covered by this Agreement shall be afforded disability coverage equal to that provided by the Industrial Insurance Act of the State of Washington.

11.2 Health and Dental Insurance. The level of benefits of the Employer's group medical and dental insurance plan in effect on the effective date of this Agreement, as those benefits relate to eligible regular employees, shall not be reduced during the term of this Agreement without consultation (not negotiations) with the Union. The Employer shall pay the full premium cost of covering all eligible employees regularly scheduled to work twenty-four (24) hours per week or more (.6 FTE status or more) for the least costly health insurance plan offered by Employer. As for other eligible part-time employees, the Employer shall pay one-half (1/2) the full-time employee rate under the least costly health insurance plan offered by Employer and the employee shall pay the other one-half (1/2) through payroll deduction. All dependent coverage costs, which shall also include "qualified domestic partners", subject to plan eligibility rules, shall be borne by the employee. The Employer shall not contribute to the payment of employees' premiums on a less favorable basis than it does for other bargaining unit employees. Participation in the Employer's group insurance program shall be subject to specific plan eligibility requirements.

11.2.1 Blood Borne Pathogens. In the event of a bodily fluid exposure at the Hospital, the Employer shall assume responsibility for the cost of testing/screening (i.e., HIV/Hepatitis) at the Hospital (or a Hospital-approved referral laboratory) that it determines are required by OSHA guidelines.

11.3 Medical Tests. At the time of employment, the Employer shall arrange for employees to take a TB skin test at no cost to the employees. In the event of a positive reaction to this test, the Employer will arrange for a chest X-Ray, and annually thereafter when required, at no cost to the employee. Said tests and X-Rays shall be performed at the Employer's Hospital unless they can be

performed elsewhere at no cost to the Employer. Employees shall be entitled to a CBC (blood examination) and urinalysis annually without cost at the Employer's Hospital, upon order of a physician. The Employer may require other tests at its discretion.

11.4 Life Insurance. The Employer shall continue the life insurance plan in effect on the effective date of this Agreement, as that plan relates to eligible regular employees, and shall pay the premium for all regular full-time employees and for all eligible part-time employees under current or future plan terms.

11.5 Unemployment Insurance. All employees covered by this Agreement shall be provided coverage under the Washington State Unemployment Compensation Act.

11.6 Retirement Plan. The level of benefits and contributions under the Employer's Retirement Plan in effect on the effective date of this Agreement, as those benefits and contributions relate to eligible bargaining unit employees, shall not be reduced during the term of this Agreement.

ARTICLE 12

EXTENDED ILLNESS BANK (EIB) TIME

12. Extended Illness Bank (EIB) Program. The Extended Illness Bank (EIB) program provides all eligible employees with compensation for illness and/or injury, as required by this Agreement and subject to related Employer policies. (Article 11, Extended Illness Bank, shall not apply to in lieu employees.) In all cases, EIB shall only be payable for regularly scheduled days of work.

12.1 EIB Accumulation. Upon completion of the probationary period, an employee shall accumulate paid EIB benefits at the rate of one-half (1/2) day (four (4) hours) for each month of continuous employment. There shall be no maximum accumulation cap or related cash payout.

12.2 EIB Notification. EIB payments for time off due to unanticipated medical reasons (i.e., sudden sickness, injury or emergency medical treatments) shall be subject to immediate notification of absence and expected duration. In such situations, this notice shall be given to the Employer as soon as possible on the first (1st) day of absence, and shall be updated by the employee as the employee's condition changes. This notice shall include the reason for the absence, as well as the expected length of the absence. [Personnel Action Request (PAR) forms will be utilized.] In addition, where use of EIB can be planned and scheduled in advance, the scheduling requirements of Section 10.2, PTO/UTO Scheduling, shall apply as if EIB is PTO (i.e., EIB and PTO schedule requests shall be treated equally under that Section).

12.3 EIB Proof of Medical Condition. The Employer reserves the right to require reasonable written proof of medical condition (such as nurse practitioner or other healthcare provider statements). However, the Employer may require a medical doctor's statement regarding such medical condition or fitness for duty when it deems necessary.

12.4 Use of EIB. EIB benefits shall be paid at the employee's normal rate of pay for regularly scheduled work hours lost due to an illness or injury which has actually incapacitated the employee from work and prevented the employee from performing normal duties, including actual inability to work due to pregnancy, miscarriage, abortion, childbirth (but excluding non-medical child care and breast feeding) and leave necessary for: 1) the care of a child under the age of eighteen (18) with a health condition

requiring treatment or supervision; 2) the care of a child eighteen (18) years or older who is incapable of self-care because of a mental or physical disability; 3) the care of a spouse or domestic partner (per Section 2.6, Domestic Partner), parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition (as defined in the Washington Paid Family and Medical Leave Act); or 4) any other state-approved PFMLA leave, only after twenty-four (24) consecutive work hours are lost from the employee's regular work schedule. (The Employer may require reasonable written proof, including a medical doctor's statement, at the Employer's discretion.) EIB shall be accessed immediately when the employee's absence is required for hospitalization due to an emergency or ongoing, chronic health condition, or for outpatient surgery in the same circumstances for: 1) the employee or the employee's child under the age of eighteen (18) years with a health condition requiring treatment or supervision; 2) the care of a child eighteen (18) years or older who is incapable of self-care because of a mental or physical disability; or 3) the care of a spouse or domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition (as defined in the Washington Paid Family and Medical Leave Act). In all cases, EIB shall only be payable for regularly scheduled days of work, or to supplement an employee's PFMLA benefits to make the employee whole while on PFMLA leave.

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

12.6 PTO/EIB Conversion. In the event of serious illness or injury while an employee is on a regularly scheduled vacation under PTO, the employee may request conversion of PTO actually used to the Employee's EIB. To be eligible for this status, the illness or injury must have lasted over seventy-two (72) hours, must have been debilitating in nature, and must have required hospitalization and/or treatment by a physician. An employee requesting such a leave exchange must submit a Personnel Action Request (PAR) form within five (5) calendar days of returning to work from vacation to the Department Head, along with a written verification from the treating physician and a release permitting the physician to discuss the matter with Hospital management. If recommended by the Department Head, the Administrator shall consider the leave conversion request.

ARTICLE 13

LEAVES OF ABSENCE

13.1 Requests. All leaves of absence without pay are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer as soon as possible and no later than thirty (30) days.

13.2 Family & Medical Leave. An eligible employee shall be entitled to use unpaid leave under the procedures of this Section. An eligible employee is one who has been employed by the Employer for at least twelve (12) months, and during the previous twelve (12) month period worked at least one thousand two hundred fifty (1250) hours for the Employer.

13.2.1 Leave may be taken for up to twelve (12) workweeks during a twelve (12) month period (measured forward from the date the employee first takes family and medical leave under this Section) to care for: 1) the employee's newborn child, newly adopted child, or newly placed foster child; 2) the employee's spouse or domestic partner (per Section 2.6, Domestic Partner), child or parent

with a serious health condition; or 3) the employee's own serious health condition that leaves the employee unable to perform the essential functions of the job. (A serious health condition is one that requires inpatient care or continuing medical treatment.) Such leave is in addition to any maternity disability leave that may be required for the actual period of disability associated with pregnancy or childbirth.

13.2.2 An employee must give thirty (30) days' advance notice of the need for such leave, unless circumstances do not permit this and then notice must be as soon as possible. Prior to approving a request for a leave for a serious health condition, the Employer may require certification from a healthcare provider of the need for and probable duration of leave, with such certification provided to the Employer within fifteen (15) days of notice for such. Should it deem necessary, the Employer may (at its expense) obtain an opinion from a second (2nd) healthcare provider of the Employer's choosing, or third (3rd) healthcare provider chosen jointly by the employee and the Employer should there be a continuing disagreement on the need for such leave.

13.2.3 If leave under this Section is required for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt Employer operations. Approved leave may be granted for up to the twelve (12) weeks, as needed, or may when medically necessary be used on an intermittent basis or on a reduced workweek schedule. In such instances, however, and subject to Section 13.2.2, the employee must provide additional medical certification from a qualified healthcare provider that establishes that such accommodation is medically necessary, and the period of time for which this is required. The Employer may transfer the employee temporarily to an available alternative position with equivalent pay and benefits.

13.2.4 If an employee takes leave to care for the employee's newborn or adopted child, the employee may (or the Employer may require the employee to) use available accrued paid time off (PTO) hours while on family and medical leave. If the employee takes leave to care for themselves or a sick child with a serious illness, the employee may (or the Employer may require the employee to) use accrued and unused paid time off (PTO) and extended illness bank (EIB) hours while on family and medical leave.

13.2.5 For the duration of an approved leave under this Section, the Employer will continue the employee's existing health insurance (medical and dental) and life insurance under the same conditions as would have been provided to the employee if the employee were not on such leave. (If an employee does not return to work from such leave, the employee must reimburse the Employer for all premiums paid for the employee during such leave.) Seniority shall not be lost while on such leave, but neither seniority nor other benefits shall accrue (e.g., PTO/EIB) during such leave. While an employee is on family and medical leave, the Employer may require the employee to report to the employee's Manager on a monthly basis, regarding the employee's status and intention to return to work.

13.2.6 On completion of such leave, the employee will be assigned to the same position, or a position with equivalent pay, FTE status and shift, unless the Employer has other independent reasons that prevent such reassignment (e.g., reorganization, discharge for cause, or reduction in workforce, shifts or hours).

13.2.7 FMLA & the Military.

(A) FMLA & Family Member Active Duty Exigency. An eligible employee is entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse or

domestic partner (per Section 2.6, Domestic Partner), son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

(B) FMLA Leave to Care for an Injured Service Member. An eligible employee is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period to care for a spouse or domestic partner (per Section 2.6, Domestic Partner), son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

13.3 Active Duty/Active Training Duty Military Leave. An employee shall be entitled to military leave with normal pay (regular pay on regular shifts missed) not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.

13.3.1 Military Spouse/Domestic Partner Deployment Leave. Up to fifteen (15) business days of leave will be granted to a qualified employee [employee who averages twenty (20) or more hours of work per week] whose spouse or domestic partner (per Section 2.6, Domestic Partner) is on leave from deployment or before and up to deployment during a period of military conflict. Any combination of leave without pay, PTO and/or EIB may be used, at the employee's discretion. The employee must provide the Hospital with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse or domestic partner will be on leave or of an impending call to active duty.

13.4 Washington Paid Family and Medical Leave. Employees may be eligible to receive Paid Family and Medical Leave ("PFML") benefits from the Washington Employment Security Department ("ESD"). PFML provides between 12 to 18 weeks of partial wage replacement if the employee is unable to work due to their own serious health condition, the need to care for a qualified family member due to a serious health condition, to bond with a new child, or for certain military-related leaves. Such leave shall run concurrently with FMLA and shall have the same job protections as listed in Section 13.2.6, provided that the employee has worked for Employer for at least twelve (12) months and has worked at least 1250 hours in the year before the first day the employee takes leave.

PFML is funded by premiums from employees and employers. To determine eligibility and receive benefits, an employee must file a claim with the ESD.

13.5 Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study, without loss of accrued benefits, providing such leave does not jeopardize Hospital services.

13.6 Educational Meetings. After one (1) year of continuous employment, full-time employees shall be granted up to the equivalent of three (3) of the employee's regularly scheduled shifts per year of leave with pay and up to three hundred dollars (\$300.00) per fiscal year (pro-rated for part-time employees) for registration fees for attending educational meetings approved by the Employer, such as workshops, seminars, and educational programs, provided, the number of employees wishing to attend does not in the Employer's judgment jeopardize the hospital service or budgetary constraints. The term

"educational meetings" is defined as those conducted to develop the skills and qualifications of employees for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted for any purpose relating to labor relations or collective bargaining activities. An employee whose licensure requires an average of twenty (20) or more hours of continuing education per year may request a fourth paid day off for attending a covered educational program, which shall be granted if approved by the CEO, and which decision shall be issued within fourteen (14) days.

13.6.1 LPN Tuition Assistance. The Employer shall continue its existing tuition assistance reimbursement program for its licensed practical nurses to obtain registered nurse licensure, or licensure for other "critical needs" positions that the Employer may specifically choose to identify to the extent that it deems necessary from time to time. This program may be an agenda item for LPN Conference Committee meetings. However, the Employer retains full control and authority regarding all program details, such as program design, policies, budget, and approval.

13.7 Health and Maternity Leave. Separate from Family & Medical Leave, as provided under Section 13.2 of this Agreement, upon completion of the probationary period, a leave without pay for up to six (6) months without loss of accrued benefits for health disability reasons shall be granted upon the recommendation of a physician. However, an employee who is disabled due to pregnancy shall be granted such leave for the term of their disability and upon completion of such disability shall be entitled to return to the position vacated, unless business necessity required the position to be filled or eliminated, in which case the employee will be returned to the first available position for which the employee is qualified. An employee on a leave of absence for any other health disability reason of ninety (90) calendar days or less shall be entitled to return to the position the employee vacated, unless business necessity required the position to be filled or eliminated, in which case the employee will be returned to the first available position for which the employee is qualified. Leave for health disability reasons exceeding the time limits set forth above, but not exceeding six (6) calendar months, entitles the employee to the first available position for which the employee is qualified.

13.8 Jury Duty. Regular full-time and part-time employees who are called to serve on jury duty shall be compensated by the Employer for the difference between their jury duty and their normal straight time pay for the actual scheduled hours lost up to ten (10) days per year. To receive approved leave, an employee must notify the Employer as soon as possible. Employees shall not be required to work on days of jury duty service.

13.9 Personal Leave. All employees covered by this Agreement shall be granted three (3) days off per year without pay upon advance written request, provided such leave does not jeopardize Hospital service.

13.10 Funeral Leave. Up to three (3) days of paid leave shall be allowed for death in the immediate family. An additional two (2) days may be granted for a maximum of five (5) days within a seven (7) day period when extensive travel is required to attend the funeral. Immediate family shall be defined as grandparent, parent, spouse or domestic partner (per Section 2.6, Domestic Partner), brother, sister, child, grandchild, or other in-law equivalent of parent, brother or sister.

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

13.12 Return to Work. Except for health leave (as covered in Section 13.6), a leave of absence without pay guarantees the employee the opportunity to return to the employee's former position if the leave is thirty (30) days or less, and first (1st) choice on the first available similar opening for which the employee is qualified if the leave is more than thirty (30) days; provided the employee is available to

return to work on or before the scheduled expiration of the leave.

13.13 Insurance Coverage. Employees on leave may elect to maintain their coverage under the group insurance plans provided for in this Agreement, according to the terms and conditions established by the various insurance carriers, by remitting payment for such insurance to the Employer on a regular basis.

13.14 Leave for Union Activities. Employees will be afforded an option of requesting to use PTO or available UTO to attend Union Executive Board meetings, officer meetings, shop steward meetings, annual lobbying day, Union training sessions, or Union conventions. Such leaves may be approved subject to unit/department and patient care needs.

ARTICLE 14

EMPLOYMENT PRACTICES

14.1 Evaluations. The Employer shall maintain an evaluation system which provides for employee evaluations on a probationary, special, and annual basis. Such a system shall reflect the expectations of the Employer and the work performance of the employee.

14.2 Employee Evaluation Comments. No performance evaluation shall be placed into an employee's personnel file unless the employee has read it and has had an opportunity to sign the evaluation and comment upon it.

14.3 Personnel File Records. Upon written request of an employee or other actual notice to the Employer, the Employer shall remove from the employee's personnel file any disciplinary notice that is more than three (3) years old, except for discipline for serious misconduct resulting in a final warning or last chance agreement. In no event shall a disciplinary notice more than two (2) years old support further disciplinary action, provided there have been no further disciplinary actions against the employee of a like nature during the intervening period, except for discipline for serious misconduct resulting in a final warning or last chance agreement issued after ratification of this Agreement.

14.4 Personnel File Access. Each employee shall only have access to the employee's own personnel file by appointment twice a year in the presence of an Employer representative. At such time the Employer shall at the written request of an employee either remove and destroy reference verifications and other third-party material or make such items accessible to the employee. Further, if an employee believes that irrelevant or erroneous information is included, the employee may include a written statement in response in the file if it is not removed. However, an employee is not entitled to see material relating to investigation of a possible criminal offense or information or records compiled in preparation for an impending lawsuit, which would not otherwise be available under rules of pre-trial discovery for causes pending in superior court.

14.5 Job Posting. Except for emergencies, the Employer shall post notices as to positions within the bargaining unit to be filled five (5) days in advance of filling the position in order to give present employees an opportunity to apply. Posting may be done on the Employer's Careers section of its website. Job openings shall be filled on the basis of qualification as determined under standards established by the Employer. Current employees shall have priority over new hires, provided that skill, ability, experience, competence and qualification are equal in the opinion of the Employer. Employees who have been newly hired or awarded a posted position within the prior six (6) months need not be

considered for a different posted position. The Employer agrees to meet with the Union to discuss hiring difficulty upon request of the Union regarding job vacancies that remain open for longer than six (6) months.

14.6 Nondiscrimination. The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable laws, against any employee by reason of race, color, religion, creed, sex, national origin, age, marital status, sexual orientation gender identity or expression, or sensory, mental or physical disability, subject to occupational requirements and ability to perform within those requirements, or membership or rejection of membership in the Union. The matters set forth herein shall be interpreted consistent with requirements under applicable law.

The Employer respects the rights of all employees to make their pronouns known and to have their pronouns be honored. The Employer shall make every effort to honor the chosen name any employee would like to use on their ID Badge and email. The Employer will not unreasonably deny available updates to ID badges/emails when requested with a chosen name; however chosen names for ID badges/emails may not deviate from the Employer's determined parameters.

14.6.1 Arbitration/Litigation Waiver. Any claim, complaint or charge that Section 14.6 has been violated shall be filed with the appropriate administrative agency and/or court of law not more than one hundred eighty (180) days after the alleged act of equal employment discrimination and/or six (6) months after the alleged unfair labor practice act, or the cause of action shall be waived. If an employee has filed a lawsuit or charged employment discrimination or an alleged unfair labor practice with any local, state, or federal agency, then any related allegations as to possible violations of Section 14.6 shall not be subject to the grievance and arbitration procedure set forth in this Agreement. If the employee has not filed such a lawsuit or charge with any governmental agency, a grievance may be filed based upon alleged violations of Section 14.6. The parties acknowledge that the right to file such a grievance is granted at the request of the Union and its bargaining unit members as an accommodation by the Employer to help ensure a more satisfactory and timely resolution of discrimination complaints, and further agree that this right is offered in lieu of the right to litigate or file such complaints with the appropriate governmental agencies. If employees or the Union elect to file such a grievance rather than resort to their legal remedies under various statutes, the employees involved and the Union shall so indicate at the time the grievance is to be referred to arbitration under this Agreement by signing a written waiver forever waiving the right to file the same or related complaint with any governmental agency or in the form of a private lawsuit. Failure to sign such a waiver shall relieve the Employer of its obligation to consider the grievance further, making it null and void and non-arbitrable.

14.7 Low Workload Staffing Reductions & Layoffs.

14.7.1 Definitions. For the purposes of this Agreement, the following definitions shall apply to work hour/staffing reductions.

14.7.1.1 Low Census. Low census is a cyclical, short term reduction in work hours within a Department, where Hospital Convenience Time is utilized, because of fluctuating patient census or Department workload.

14.7.1.2 Reduction-In-Hours. Reduction-In-Hours is a permanent or temporary reduction in work hours within a Department, where the Employer reduces work hours (by change in FTE status) of an individual or group of employees. Hospital Convenience Time shall be utilized for only the first sixty (60) calendar days of an employee's Reduction-In-Hours period. (A PAR form shall document change in FTE status.)

14.7.1.3 Layoffs. A layoff is a permanent or temporary staffing

reduction in number of employees working within a Department, where the employees are removed from the work force, subject to recall within a twelve (12) month period. When the Employer decides to use a reduction-in-hours or layoff procedure within a Department, it shall serve notice on the Union's Representative at least twenty-one (21) calendar days prior to the implementation of such personnel action. The Employer shall meet and discuss (not negotiate) the pending situation with the Union Representative (and one (1) additional steward as deemed necessary by the Union) and explain its decision. Different staffing alternatives that may be proposed by the Union will be considered by the Employer when it makes its decision. Hospital Convenience Time is not utilized for layoffs. (A P.A.R. form shall document layoff status.) Where skill, ability, experience, competence, or qualifications are not overriding factors as determined by the Employer, layoff status shall be decided by seniority under this Agreement pursuant to Section 6.2, Seniority Use (with volunteers being sought first, then reserve and temporary employees). Should the Employer determine that a layoff can be fully or partially discontinued, employees who are in layoff status (and who have by written notice kept the Employer informed of current home address) shall be offered return to work in order of seniority subject to Employer determinations under Section 6.2, Seniority Use, and the Employer's decision regarding its staffing needs. (At time of layoff, during exit interview, an employee shall inform the Employer in writing of current home address.) An employee in layoff status being recalled by the Employer pursuant to seniority shall be given such notice by the Employer by certified mail (postage prepaid) and shall have five (5) calendar days from date of receipt to contact the Employer's Human Resource Department Head in writing to accept recall. [If such receipt does not occur within fifteen (15) calendar days of mailing, the Employer may proceed as if the employee had received the notice and declined to accept recall.] When the Employer serves such notice, the Human Resources Department Head (or designee) shall also make at least one (1) attempt to contact the employee(s) by telephone. Failure by an employee to accept recall concludes the employment relationship and converts the layoff status to termination from employment. A layoff of twelve (12) consecutive months shall also conclude the employment relationship, and will be designated as termination from employment.

14.7.2 Work Hour/Staffing Reductions Procedures. The Employer reserves the right to determine when it must utilize low census, reduction-in-hours, layoffs, or other staffing and employment options. However, the following guidelines shall be adhered to:

14.7.2.1 Low Census Assignment. When the Employer decides to use low census within a Department, and skill, ability, experience, competence or qualifications are not overriding factors as determined by the Employer, low census days will be rotated equitably among employees determined by the Employer to be working in an excess position(s), with volunteers being sought and considered first by the Employer and use of temporary employees and reserve employees being reduced first, provided, an employee working in overtime or premium status is not entitled to avoid low census based on equitable rotation and may be released first. (An employee who is to be assigned low census will also be offered the option to temporarily work another shift, if the Employer determines that such work is available.) An employee taking low census has the option to request Hospital Convenience Pay ("HCP") or Hospital Mandatory Convenience Pay ("HMP") from the employee's paid time off (PTO) bank.

14.7.2.2 LPN Low Census. Nurses who report for work as scheduled and who must leave because of low census shall be paid a minimum of four (4) hours' report pay at the normal rate. The Employer shall continue its efforts to provide at least two (2) hours' prior notice of low census day off. Procedures for ensuring effective contact and communication between nurses and the Hospital shall be referred to the Conference Committee. Where skill, ability, experience, competence, or qualifications are not overriding factors as determined by the Employer, low census days will be rotated equitably among all Hospital nurses, volunteers being sought and considered first. Regular full-time and part-time Hospital nurses (excluding reserve nurses) will be given priority over reserve nurses for filling

regularly scheduled staffing needs provided the full-time or part-time nurse is available and skill, ability, experience, competence, or qualifications are not overriding factors as determined by the Employer. Nurses who are notified of low census shall take an absent day, or subject to mutual agreement with the Employer on a case-by-case basis, a nurse shall have the option of being placed on standby duty for a variable amount of hours. In any event, nurses so released from work due to low census shall continue to accrue benefits as if they had been working.

14.7.2.3 Down-Sizing Assignment. When the Employer decides to use a reduction-in-hours or layoff procedure within a Department, it shall serve notice on the Union's Representative at least fifteen (15) calendar days prior to the implementation of such personnel action. The Employer shall meet and discuss (not negotiate) the pending situation with the Union Representative (and one (1) additional steward as deemed necessary by the Union) and explain its decision. Different staffing alternatives that may be proposed by the Union will be considered by the Employer when it makes its decision. Where skill, ability, experience, competence, or qualifications are not overriding factors as determined by the Employer, the assignment of an employee to reduction-in-hours or layoff status shall be decided by seniority under this Agreement pursuant to Sections 6. 1 through 6. 3 (with volunteers being sought first and use of reserve employees being reduced first). (In the event that the Employer has implemented a reduction-in-hours pursuant to this Section, and the Employer determines that it must be modified or implement a layoff, then the procedure of fifteen (15) calendar day notice and discussion with the Union shall again be adhered to. However, another sixty (60) calendar day period of Hospital Convenience Time cannot be used for modified reduction-in-hours periods which are contiguous and within one (1) year of the commencement of an employee's reduction-in-hours period under this Section.)

14.7.3 Recall from Layoff. Should the Employer determine that a layoff can be fully or partially discontinued, employees who are in layoff status (and who have by written notice kept the Employer informed of current home address and email address) shall be offered return to work in order of seniority subject to Employer determinations under Section 6.2 and the Employer's decision regarding its staffing needs. (At time of layoff, during the exit interview, an employee shall inform the Employer in writing of current home address and email address.) An employee in layoff status being recalled by the Employer pursuant to seniority shall be given such notice by the Employer by certified mail (postage prepaid) and via email and shall have five (5) calendar days from date of receipt to contact the Employer's Human Resources Officer in writing via email to accept recall. When the Employer serves such notice, the Human Resources Officer (or designee) shall also make at least one (1) attempt to contact the employee(s) by telephone and one (1) attempt to contact via email. Failure by an employee to accept recall concludes the employment relationship and converts the layoff status to termination from employment. A layoff of twelve (12) consecutive months shall also conclude the employment relationship, and will be designated as termination from employment.

ARTICLE 15

GRIEVANCE PROCEDURE

15.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If any such grievance arises during the term of this Agreement, 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.

15.2 Step I: Assistant Administrator. The employee and/or Union Representative (or designee) shall first attempt to resolve the problem immediately by the Union Representative submitting a

written grievance to the Assistant Administrator in charge of the Department in which the grievance arose (with a copy to Human Resources) and in no event later than twenty-one (21) calendar days from the date when the employee knew or should have been aware of the facts that constitute the grievance. The grievance shall describe specifically the facts giving rise to the grievance, the Sections of the contract allegedly violated, and the specific remedy requested. The Assistant Administrator and Human Resources Representative shall have fourteen (14) calendar days to meet at Step I with the grievant and a Union Representative (or designee) to seek to resolve the problem. If there is no resolution, the supervisor shall issue a grievance decision letter at Step I within twenty-one (21) calendar days of the Step I meeting.

15.3 Step II: Administrator and Union Representative. If the matter is not resolved in Step I, the grievance shall be referred in writing to the Administrator within fourteen (14) calendar days from the date of the Step I grievance decision letter. The written grievance shall describe the problem, the date it occurred, the provision of this Agreement at issue, and the remedy sought. The Administrator (or designee) and Human Resources Representative and the grievant and Union Representative (or designee) shall meet within fourteen (14) calendar days of receipt of the Step II grievance for the purpose of resolving the grievance. If there is no resolution, the Administrator (or designee) shall issue a grievance decision letter at Step II within fourteen (14) calendar days of the Step II meeting. Any failure by the Employer to timely respond at Step I or Step II shall be deemed a denial of the grievance and it shall move to the next Step.

15.4 Step III: Arbitration. If the grievance is not settled on the basis of the foregoing procedures at Step II, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the date of the Administrator's Step II decision letter. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators from Oregon or Washington shall be requested from Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the Arbitrator. The Arbitrator's decision shall be final and binding on all parties. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. If the Arbitrator should find 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. The Arbitrator's judgment shall not be substituted for that of the Employer. Any dismissal by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. 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, including attorney fees, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 16

SUCCESSORSHIP

The Employer agrees to provide the Union one hundred and eighty (180) days' notice of an impending sale, or such lesser time if the contemplated closing date is sooner, but in any event notice shall not be less than ninety (90) days. The notice shall identify the purchaser and anticipated closing date.

ARTICLE 17

NO STRIKE - NO LOCKOUT

17.1 No Strike/No Lockout. The parties to this Agreement realize that the Hospital and other healthcare institutions provide special and essential services to the community, and 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: a) the Employer shall not lock out its employees; and b) neither the Union or the employees, nor their agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or other interference with the operations of the Employer, including any refusal to cross any other labor organization's picket line.

17.2 Labor-Management Cooperation Committee. It is agreed that under this Agreement there shall be a Labor-Management Committee to generally discuss labor- management related matters, including improved communications between the Employer and employees. The Committee shall be advisory only. Typical agenda items will include education programs, safety, productivity, etc., and periodic discussions about area hospital wage rate developments and Hospital approved certification/registries. The Committee shall have no decision-making capability. The Committee shall meet at least quarterly, and shall consist of three (3) representatives from the Employer and three (3) employee representatives from the Union from the professional-technical bargaining unit. The Employer will assist the scheduling and length of those meetings, and they shall be compensable time (including any overtime, but no premium pay) for the three (3) employee unit representatives in attendance.

17.2.1 Labor-Management Committee Training. The Union and employee members of the Labor Management Committee agree to participate in a Labor Management Committee training session provided by the Federal Mediation and Conciliation Service, or if FMCS will not provide this training for a reasonable fee, then by the Public Employee Relations Commission, the cost of which shall be equally split between the Employer and the Union. This training is a one-time commitment, to be scheduled within 90 days following ratification. However, if there is a complete turnover of members of the committee on either the labor or management side of the committee, the new members will also receive this training within a reasonable period of time.

17.3 Staffing Task Force. The Labor Management Cooperation Committee may mutually agree to create a task force to investigate and identify potential solutions to staffing issues. The task force shall be comprised of an equal number of Employer and bargaining unit representatives. When creating the task force, the Labor Management Cooperation Committee shall designate the time period of the task force and the specific staffing issues to be addressed.

17.3.1 Staffing. Recognizing the importance of adequate staffing to the provisions of quality patient care and services, the Employer agrees that there should be an adequate number of staff in all departments on each shift. Staffing levels shall be determined by management for each work unit. Staffing levels should be based on the workload of each work unit, non-productive time (vacation accruals, sick leave, FLMA, etc.) and shall be sufficient to allow for a high quality of patient care and services.

17.3.1(a) Employee(s) who have ongoing concerns about staffing shortages or excessive workloads (hereafter referred to as “staffing concerns”) are encouraged to document their concerns and address the issues directly with their supervisor/manager.

17.3.1(b) If the supervisor/manager has not addressed a documented concern within twenty (20) calendar days the employee(s) may present it to Human Resources for a review. Any recommendations from Human Resources will be forwarded to the employee(s) and the supervisor/manager.

17.3.1(c) If the Union believes that a staffing concern is broad based and ongoing, it may submit the matter in writing to the Labor Management Cooperation Committee for review.

17.3.1(d) The Labor Management Cooperation Committee shall review and make such recommendations as it deems advisable and submit a final report to the Hospital Administrator within thirty (30) days of receipt of the matter. The Hospital Administrator shall respond with a final decision within thirty (30) days of the recommendation by sending a response to the existing co-chairs of the Task Force and the Department Director.

17.3.1(e) The Employer may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management Cooperation Committee; or of an employee who notifies the Labor Management Cooperation Committee or hospital administration about their concerns about staffing.

17.3.1(f) Staffing decisions and levels shall not be subject to challenge through the grievance procedure, provided that the Employer's failure to adhere to the timelines in Article 17 may be grieved pursuant to the grievance procedure.

17.3.1(g) The Employer will use active and passive recruiting methods and technology to fill posted openings. The Employer will use reasonable efforts to cover for absences, including through use of temporary, reserve and agency employees and with use of overtime, all consistent with prudent fiscal management.

17.4 Review of Reserve Status. If a reserve employee is continuously working hours equivalent to a regular FTE for a period of three or more months, the Union may request review of the circumstances by the Labor Management Cooperation Committee. The Committee shall review all relevant facts and circumstances related to the position being filled by the reserve employee and make a recommendation to the Chief Human Resources Officer (or designee) as to whether the position should be posted.

ARTICLE 18

GENERAL PROVISIONS

18.1 Separability. 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; in such case, the parties shall immediately meet and attempt to negotiate a replacement for any invalidated provision. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement.

18.2 Supersession/Cancellation. Any and all agreements written and verbal, previously

entered into by the parties hereto are in all things mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer, provided, however, that the Employer shall contact and consult with the Union prior to modifying any fringe benefit having any direct economic value to employees covered by this Agreement that is not specified herein.

18.3 Wage/Benefit Discretion. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein; provided the Employer gives the Union notice as to such modifications within thirty (30) days of the PAR form effective date.

ARTICLE 19

TERM OF AGREEMENT


19.1 Duration. This agreement shall become effective upon ratification [December 13, 2023], and shall continue in full force and effect through and including February 28, 2026; however, any increases to pay shall become effective in the first full pay period following ratification, unless explicitly stated otherwise. This agreement shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence on a timely basis following the date of the notice. This Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement, which may be no earlier than February 28, 2026.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of ____, 2024.

EMPLOYER:
WHIDBEYHEALTH

UNION:
UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 3000

By:

DocuSigned by:

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By: 

Its: CEO

Its: President

Date: 3/6/2024

Date: February 16, 2024

APPENDIX B: Wage Understandings

B.1. The hourly wage rates to be paid pursuant to Section 8.1, Wage Schedule, of this Agreement on its effective date and thereafter are listed on Schedule B.3 through B.5 (Attached).

B.2. The following advanced national certifications/registries have been approved by the Hospital for the special certification premium for Section 8.10, Special Certification Premium:

Job Class	Advanced Certification/Registry
CENTRAL SVCS TECH	CRCST.
CODER II	Two or more certifications required for premium: AAPC: CPS, COC, CIC, CRC, CPMA, CPCO, CDEO, CDEI, COBGC; AHIMA: CCA, CCS, CCS-P
CODER III	Two or more certifications required for premium: AAPC: CPS, COC, CIC, CRC, CPMA, CPCO, CDEO, CDEI, COBGC; AHIMA: CCA, CCS, CCS-P
ECHO TECH	ARDMS (multiple specialty certifications: AE, SE, or PE).
ENDOSCOPY TECH	SGNA Associates Program and Advanced Program.
EXERCISE PHYSIOLOGIST	Board Certification (EPC) through ASEP.
LAB ASSISTANT	ASCP (PBT), National Health career Association (NHA); National Phlebotomy Association (NPA).
MEDICAL ASSISTANT	CMA credential granted to candidates who pass the AAMA CMA Certification Examination.
MEDICAL TECH	Blood Banking (BB), Chemistry (C), Hematology (H), Microbiology (M) available through ASCP.
NUCLEAR MEDICINE TECH	Computed Tomography Certification (NMTCB (CT)), Radiation Safety Certification (NMTCB (RS)), Nuclear Cardiology Tech Certification (NCT), Positron Emission Tech Certification (PET), Nuclear Medicine Advanced Associate Certification (NMAA).
OCCUPATIONAL THERAPIST	AOTA – Board and Specialty Certification available.
PHARMACIST	Board of Pharmaceutical Specialties – 14 Specialty Areas: ambulatory care pharmacy, cardiology pharmacy, compounded sterile preparations pharmacy, critical care pharmacy, emergency medicine pharmacy, geriatric pharmacy, infectious diseases pharmacy, nuclear pharmacy, nutrition support pharmacy, oncology pharmacy, pediatric pharmacy, pharmacotherapy, psychiatric pharmacy and solid organ transplantation pharmacy.
PHARMACY TECH	Pharmacy Technician Certification Board (PTCB) – certification available, Pharmacy Technician Certification ExCPT (NHA).
PHLEBOTOMY TECH	ASCP (PBT), National Health career Association (NHA), National Phlebotomy Association (NPA).
PHYSICAL THERAPIST	APTA – 7 areas of Clinical Specialization Certified Cranio-Sacral Practitioner (CCSP): [TBD]
POLYSOMNOGRAPHIC TECH	RPSGT.

RESPIRATORY THERAPIST	Board Registered (Nat'l Board for Respiratory Care) RRT.
RHIT	AAPC: CPS, COC, CIC, CRC, CPMA, CPCO, CDEO, CDEI, COBGC; AHIMA: CCA, CCS, CCS-P
SPD Tech	CRCST.
SPEECH THERAPIST	ASHA (Child Language, Fluency Disorders, Swallowing & Swallowing Disorders Specialty Cert).
SURGICAL TECH	Certified Surgical Technologist (CST).
ULTRASOUND TECH	RVT (multiple specialty certifications: AB, BR, FE, OB/GYN, or PS).

APPENDIX C - INNOVATIVE WORK SCHEDULES

Appendix C.1

Innovative Work Schedule Agreement 10-Hour Shifts – Service/Support Unit

This constitutes an innovative work schedule as outlined in Article 7.2 of the Collective Bargaining Agreement by and between WhidbeyHealth (Professional – Technical - LPN Unit) and United Food & Commercial Workers International Union, Local 3000. If either party desires to alter or revoke this Agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

1. **Work Day:** A normal work day shall consist of ten (10) hours of work to be completed within ten and one half (10-1/2) consecutive hours with a thirty (30) minute unpaid meal period.
2. **Overtime:** Overtime will be paid when the employee works beyond a ten (10) hour work shift. All premium overtime shall be computed at one and one half (1-1/2) times the normal rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time (2x) rate. When an employee under a ten (10) hour agreement works an eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when they exceed twelve (12) hours of work in a twenty-four (24) hour period.
3. **Rest Period Between Shifts:** Except in emergencies or by mutual agreement, employees shall have a rest period of at least ten (10) hours between shifts. Any time worked without ten (10) hours' rest between shifts, excluding overtime, shall be paid at a premium rate of one and one half (1-1/2) times the normal rate of pay. This provision does not apply to standby time.
4. **Rest and Meal Periods:** Two (2) fifteen (15) minute paid rest periods will be provided during each shift. One unpaid meal period will be provided during each shift.
5. **Shift Differential:** The applicable shift differential shall be paid for all hours worked between 3 p.m. and 7 a.m. Shift differential will be calculated on actual hours worked during the applicable times for each shift.
6. **Call-Back:** When called back to work from scheduled call time, hours worked shall be paid at the rate of one and one half (1-1/2) times for the first twelve (12) hours, and double time (2x) for time in excess of twelve (12) hours in a twenty-four (24) hour period.
7. **Holiday Worked:** If the employee is scheduled to work on a designated holiday, the full ten (10) hour shift will be paid at one and one half (1½) times the normal rate. Additionally, the employee may request eight (8) hours of Paid Time Off (PTO) from their PTO bank at the normal rate of pay during the same pay period.
8. **Holiday Not Worked:** If the employee is not scheduled to work on the designated holiday, they shall receive eight (8) hours of normal pay for a day off during the same pay period from their Paid Time Off (PTO) bank.

9. Payment of Education Days, PTO, EIB: Education days, Extended Illness Bank (EIB) and Paid Time Off (PTO) will be paid (not earned or accrued) in ten (10) hour increments.

Employee

Date

Human Resources Officer

Date

Department Director

Date

APPENDIX C - INNOVATIVE WORK SCHEDULES (Cont.)**Appendix C.2****Innovative Work Schedule Agreement
12-Hour Shifts - Professional/Technical/LPN**

This constitutes an innovative work schedule as outlined in Article 7.2 of the Collective Bargaining Agreement by and between WhidbeyHealth (Professional-Technical-LPN Unit) and United Food & Commercial Workers International Union, Local 3000. If either party desires to alter or revoke this Agreement, they may do so by issuing a thirty (30) day written notice to the other detailing the revocation or change.

1. **Work Day:** A work day shall consist of twelve (12) hours of work to be completed within twelve and one-half (12-1/2) consecutive hours with a thirty (30) minute unpaid meal period.
2. **Overtime:** Overtime will be paid when the employee works beyond a twelve (12) hour work shift. All premium overtime shall be computed at one and one-half (1-1/2) times the normal rate of pay. All hours in excess of two (2) hours beyond the scheduled shift will be paid at the double time (2x) rate. When an employee under a twelve (12) hour agreement works an eight (8) hour shift, overtime will be paid after the eight (8) hours and double time will be paid when they exceed twelve (12) hours of work in a twenty-four (24) hour period. When an employee under a twelve (12) hour agreement works a ten (10) hour shift, overtime will be paid after the ten (10) hours and double time will be paid when they exceed twelve (12) hours of work in a twenty-four (24) hour period.
3. **Rest Period Between Shifts:** Except in emergencies or by mutual agreement, employees shall have a rest period of at least ten (10) hours between shifts. Any time worked without ten (10) hours rest between shifts, excluding overtime, shall be paid at a premium rate of one and one-half (1-1/2) times the normal rate of pay. This provision does not apply to standby time.
4. **Rest and Meal Periods:** A fifteen (15) minute paid rest period will be provided during each four hour period. One unpaid meal period will be provided during each shift. The employee may revoke the waiver of a right to a second unpaid meal period by providing written notice as provided above.
5. **Shift Differential:** The applicable shift differential shall be paid for all hours worked between 3 p.m. and 7 a.m. Shift differential will be calculated on actual hours worked during the applicable times for each shift.
6. **Call-Back:** When called back to work from scheduled call time, hours worked shall be paid at the rate of one and one-half (1-1/2) times for the first twelve (12) hours, and double time (2x) for time in excess of twelve (12) hours in a twenty-four (24) hour period.
7. **Holiday Worked:** If the employee is scheduled to work on a designated holiday, the full twelve (12) hour shift will be paid at the premium overtime rate. Additionally, the employee may request eight (8) hours of Paid Time Off (PTO) from their PTO bank at the normal rate of pay during the same pay period.
8. **Holiday Not Worked:** If the employee is not scheduled to work on the designated holiday, they shall receive eight (8) hours of normal pay for a day off during the same pay period from their Paid Time Off (PTO) bank.
9. **Payment of Education Days, PTO, EIB:** Education days, Extended Illness Bank (EIB) and Paid Time Off (PTO) will be paid (not earned or accrued) in twelve (12) hour increments.

 Employee

Date

 Human Resources Officer

Date

 Department Director

Date

SIDE LETTER:

Between

WHIDBEYHEALTH

And

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION,

LOCAL 3000

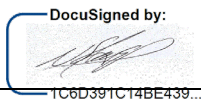
Subcontracting Notice and Information. Should the choose to exercise its rights under law to proceed with subcontracting of work performed by employees of the Professional/Technical/LPN bargaining unit ("subcontracting"), the Employer shall comply with its duty to bargain under State law. In that regard, the Employer and Union agree that the following mutually agreed procedural steps apply as well:

1. Advance Notice. At least ninety (90) calendar days prior to the commencement of subcontracting, the Employer shall serve written notice to the Union (by e-mail and confirming U.S. Mail) of its decision to subcontract, the work to be subcontracted, positions that will be reduced, and list of employees to be reduced-in-force.
2. Subcontractor Information. At the same time, the Union shall be advised of the name of the subcontractor, and shall be given a copy of the subcontracting agreement. (Any proprietary or other confidential information may be excluded from the document.)
3. Bargaining & Discussion of Subcontracting Options. The Union may make written request (by e-mail and confirming U.S. Mail) for bargaining on negotiable issues, such as severance benefits, which shall commence as soon as possible between the parties and is to be concluded within the ninety (90) calendar day notice period. In addition, separate from such collective bargaining, at the outset the Employer agrees to discuss and consider subcontracting alternatives presented by the Union that preserve bargaining unit jobs, yet in the Employer's opinion still meet its primary business needs and objectives.

EMPLOYER:
WHIDBEYHEALTH

UNION:
UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 3000

By:

DocuSigned by:

TC6D391C14BE439...

By: 

Its: CEO

Its: President

Date: 2/20/2024

Date: February 16, 2024

MEMORANDUM OF UNDERSTANDING


Diagnostic Imaging Department – Work in Different Modalities

Employees assigned by the Employer to work in more than one (1) modality on a shift shall be paid at the higher modality’s rate for all hours worked on that shift.

EMPLOYER:
WHIDBEYHEALTH

UNION:
UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 3000

By:

DocuSigned by:

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By:



Its: CEO

Its: President

Date: 2/20/2024

Date: February 16, 2024

MEMORANDUM OF UNDERSTANDING

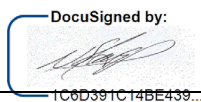
Ratification Bonus

Employer is willing to pay a \$1,200 ratification bonus (less applicable taxes and withholdings) to each bargaining unit employee on the December 22, 2023 pay date, contingent upon this Agreement being ratified no later than December 13, 2023. This ratification bonus shall be prorated to each individual's FTE. For example, a .5 FTE would receive a \$600 ratification bonus. This ratification bonus is not available to per diem employees. No ratification bonus shall be paid if this Agreement is not ratified by December 13, 2023.

EMPLOYER:
WHIDBEYHEALTH

UNION:
UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 3000

By:

DocuSigned by:

1C6D391C14BE439...

By: 

Its: CEO

Its: President

Date: 2/20/2024

Date: February 16, 2024

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

WWW.UFCW3000.ORG

UFCW3000



UFCW3000

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

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