

Date: \_\_\_\_\_

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**WASHINGTON HOSPITAL'S (Last Best & Final) Offer TO LOCAL 20  
RE: SUMMARY PACKAGE PROPOSAL**

**MARCH 24, 2021**

**(LAST, BEST & FINAL)**

- **SECTION 3.** Union Membership – Parties tentatively agree on Washington's earlier counterproposal to the Union's March 24, 2021 counterproposal.

***Updated language to reflect current law***

- **SECTION 8.** Compensation – Washington rejects Union's counterproposal from March 24, 2021 and counters with the following:

➤ **For all Classifications and Departments:**

**First Year**

Effective the first pay period beginning on or after February 1, 2021, a **2.25%** across the board increase to the employee's base rate of pay. The retroactive amount due for hours worked from the effective date will be paid no later than the end of the second full pay period beginning after the date of ratification of the MOU by the Washington Board of Directors. To be eligible for payment, the employee must be employed on the date payment is made.

**Second Year**

Effective the first pay period beginning on or after February 1, 2022, a **1.25%** across the board increase to the employee's base rate of pay. To be eligible for payment, the employee must be employed on the date payment is made.

Effective the first full pay period beginning on or after August 1, 2022, a **1.25%** across the board increase to the employee's base rate of pay. To be eligible for payment, the employee must be employed on the date payment is made.

**Third Year**

Effective the first pay period beginning on or after February 1, 2023, a **1.25%** across the board increase to the employee's base rate of pay. To be eligible for payment, the employee must be employed on the date payment is made.

Effective the first full pay period beginning on or after August 1, 2023, a **1.5%** across the board increase to the employee's base rate of pay. To be eligible for payment, the employee must be employed on the date payment is made.

➤ **For Laboratory employees in the job classification of Clinical Lab Scientist:**

Year 1 – Effective the first pay period beginning on or after February 1, 2021, all Laboratory employees in the job classification of Clinical Lab Scientist will receive a **2% equity adjustment**

to the employee's base rate of pay. The retroactive amount due for hours worked from the effective date will be paid no later than the end of the second full pay period beginning after the date of ratification of the MOU by the Washington Board of Directors. To be eligible for payment, the employee must be employed on the date payment is made.

Year 2 – Effective the first pay period beginning on or after February 1, 2022, all Laboratory employees in the job classification of Clinical Lab Scientist will receive a **2% equity adjustment** to the employee's base rate of pay. To be eligible for payment, the employee must be employed on the date payment is made.

➤ **For Laboratory employees in the job classifications of Senior Clinical Lab Scientist, Lead Clinical Lab Scientist, and Point of Care Coordinator:**

Year 1 – Effective the first pay period beginning on or after February 1, 2021, all Laboratory employees in the job classifications of Senior Clinical Lab Scientist, Lead Clinical Lab Scientist, and Point of Care Coordinator will receive a **2% equity adjustment** to the employee's base rate of pay. The retroactive amount due for hours worked from the effective date will be paid no later than the end of the second full pay period beginning after the date of ratification of the MOU by the Washington Board of Directors. To be eligible for payment, the employee must be employed on the date payment is made.

Year 2 – Effective the first pay period beginning on or after February 1, 2022, all Laboratory employees in the job classifications of Senior Clinical Lab Scientist, Lead Clinical Lab Scientist, and Point of Care Coordinator will receive a **2% equity adjustment** to the employee's base rate of pay. To be eligible for payment, the employee must be employed on the date payment is made.

- **SECTION 9.** Employment Categories – Parties tentatively agreed to Washington's counterproposal from February 3, 2021.

***PM shifts on 12/24 and 12/31 count toward the Per Diem scheduling requirement***

- **SECTION 11.** Earned Time Off Program – Parties tentatively agreed to Washington's counterproposal from February 3, 2021.

***Major Holidays shall include Thanksgiving, Christmas, and New Years Day***

***If required to work on both Christmas Day and New Year's Day, double-time pay for all hours worked on New Year's Day***

***Per hour accrual rates for Earned Time Off and Earned Sick Leave***

The per hour accrual rates for ETO are shown below. Eligible unit members shall not accrue ETO on more than eighty (80) hours in a pay period. All ESL and ETO accruals shall be based on service hours (i.e. hours worked) and benefitted hours used to support service hours (i.e. ESL, ETO, Bereavement, Jury Duty, Military Pay and ED leave).

<b>Length of Eligible Service</b>		<b>ETO Accrual Rate</b>
9 or more years		0.1539 per hour
4 to 9 years		0.1346 per hour
1 to 4 years		0.1154 per hour
0 to 1 year		0.0961 per hour

The ESL Benefit: **Eligible unit members will accrue ESL at a rate of 0.0308 per hour. Eligible unit members shall not accrue ESL on more than eighty (80) hours in a pay period.** ESL shall only accrue on service hours and benefited hours used to support service hours as set forth in paragraph D. above.

- **SECTION 21.** Work Clothes – Withdrawn by Union on March 10, 2021; parties agree to maintain CCL. Parties agree that Washington will continue to provide scrubs to the therapists in accordance with current practice, which will be documented in a side letter.
- **SECTION 23.** Employee Representatives – On March 10, 2021, the Parties tentatively agreed to the jointly proposed changes to Paragraph C and CCL for the remainder of Section 23. Washington sent the Union a proposed Tentative Agreement on March 10, 2021 and again on March 24, 2021.

***Employee Representatives are “stewards” who have contractual rights to represent their coworkers’ concerns in the workplace***

- **BENEFITS & SPOUSAL COVERAGE FOR HOSPITAL HEALTH PLANS** – **Washington will agree to maintenance of existing health, welfare and retirement benefits** subject to the Union's agreement to the voluntary spousal waiver credit as proposed on March 4, 2021.

***Maintenance of Benefits - NO changes to employee costs of coverage***

***Option to remove a partner/spouse if they have coverage at another employer, resulting in a \$70 stipend per paycheck, should they be removed.***

- **APPENDIX A – LABORATORY**

- **Section A7: Job Classifications** – The Parties tentatively agree to the proposed deletion of the following sentence under Paragraph G: "Clinical pharmacists who have at least 2 years inpatient experience or 1 year of hospital residency can be hired into the year 3 step."

***Removed pharmacy language from the laboratory section and corrected up a typo***

- **APPENDIX B – PHARMACY**

- **Section B7: Job Classifications**

- Parties agree to Washington's proposal from March 17, 2021 as follows: Within 60 days of ratification of the MOU by the Washington Board of Directors, the Union and Washington agree that the PPC will meet to discuss criteria and support for incentives for professional growth.

Appendix C 8 – Therapy – Parties agree to Remove and corrected a typo on the wage scale description

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## WASHINGTON HOSPITAL COUNTERPROPOSAL TO LOCAL 20

### RE: SECTION 3. AGENCY SHOP PROVISION

MARCH 24, 2021

#### SECTION 3.

#### UNION MEMBERSHIP PROVISION

A. Any employee who is covered by this Memorandum of Understanding **has the right to voluntarily** ~~may~~ become a member of the Union and pay Union dues or may voluntarily agree to pay the Union as an agency fee an amount of money determined by the union.

B. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization may, in lieu of dues, initiation fees, or voluntary agency fees, pay sums equal to such dues, initiation fees or agency fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the IRC. Three charitable funds shall be mutually agreed upon through the meet and confer process between the Employer and the Union, if the need to designate such charitable funds arises. During the term of this Memorandum the charities will be: The United Way, American Heart Association and the American Cancer Society.

C. This provision shall not apply to management, confidential or supervisory employees.

D. The Union shall indemnify and save the Hospital harmless from any cost or liability resulting from any and all claims, demands, suits or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims. The Union agrees to refund to the Hospital any amounts paid to it in error.

E. The Hospital ~~agrees~~ **shall** ~~to~~ deduct on a monthly basis the periodic membership dues or voluntary agency fees from the paycheck of each unit member **for whom the Union has certified** ~~who voluntarily executes and delivers to the Hospital a valid dues check-off authorization form approved by the Hospital and the Union or the Union's certification that a valid dues check-off authorization form has been executed.~~ Voluntary check-off authorization for union dues which were executed prior to the execution of this agreement shall remain in full force and effect. The Hospital's Director of Human Resources must be informed one month in advance of any dues changes. This notification must be by receipt requested certified mail and copied to the Payroll Department. Any modifications submitted by the Union for dues check-off authorizations shall be made by the Hospital by the first appropriate pay period following notification by the Union.

F. If any provision of this section is invalid under Federal or State law, said provision shall be modified to comply with the requirement of the law.

G. In applying the above provisions, it is the intent of the parties to act in conformity with the provisions of Section 3502 of the Government Code.

H. New unit members will be given a copy of this Memorandum on hire which shall be supplied by the Union.

I. Committee on Political Education (COPE) Deductions. ~~During the term of this MOU, the parties agree to allow employees to make COPE contributions through payroll deduction.~~ **The Hospital shall make payroll deductions for employee COPE contributions.**

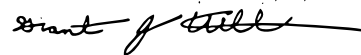
1. ESC Local 20 and Washington Hospital acknowledge that Washington's agreement to implement payroll deductions for employees who voluntarily choose to make contributions to COPE is in no way an endorsement of COPE by Washington Hospital.

2. Responsibility for communicating information to employees about COPE resides with ESC Local 20, not Washington Hospital.

3. Washington Hospital agrees to deduct COPE contributions on a monthly basis from the paycheck of each unit member **for whom the Union has certified that a valid COPE deduction authorization form has been executed.** ~~who voluntarily executes and delivers to the Hospital a valid COPE deduction authorization form approved by the Hospital and the Union or the Union's certification that a valid COPE deduction authorization form has been executed.~~ Such deductions shall be remitted as set forth in Section 3.E.

4. COPE deductions may be cancelled by the employee with thirty (30) days' notice to Washington Hospital.

5. ESC Local 20 agrees not to file grievances on its own behalf or on behalf of any employee concerning the implementation or administration of this Section.

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Date: \_\_\_\_\_

Time: \_\_\_\_\_

## WASHINGTON HOSPITAL COUNTERPROPOSAL TO LOCAL 20

2/10/2021

### RE: SECTION 9. EMPLOYMENT CATEGORIES

FEBRUARY 3, 2021

#### SECTION 9.

#### EMPLOYMENT CATEGORIES

Employee. Individuals who are employed by Washington Hospital and have any portion of their income from Washington Hospital subject to income tax withholding or for whom Social Security contributions are made by the Hospital.

Employees covered by this Memorandum of Understanding. All employees covered by this MOU will be considered in one of the following categories.

1. Benefited Employees. Employees who are classified as benefited, work a regular full-time or part-time work schedule and receive Hospital benefits as well as the benefits provided under this Memorandum of Understanding.

a. Regular Full-Time Employees. All employees who are regularly scheduled to work forty hours per week, or eighty hours per pay period, and who have completed their initial probationary period. This includes employees who work four 10-hour shifts per week, and three 12-hour shifts per week.

b. Regular Part-Time Employees. All employees who are regularly scheduled to work at least twenty but less than forty hours per week or at least forty but less than eighty hours per pay period. Part-time employees must hold 4/5 positions, 3/5 positions or 2.5/5 positions to be eligible for benefits.

2. Probationary Employees.

a. All Regular Full-Time and Part-Time employees shall be considered probationary employees during the first ninety (90) days of employment.

b. Per Diem employees are probationary until they exceed the greater of 90 days or 520 hours.

c. During the probationary period, an employee may be discharged for any reason that, in the opinion of the Hospital, is just and sufficient.

3. Non-Benefited Employees.

a. Per Diem employees are those employees who work a flexible or sporadic work schedule and are hired on an as-needed basis. Employees who are classified as Per Diem do not receive Hospital benefits, but may receive additional compensation (defined either in this Memorandum of Understanding or by the details of a specific job) in lieu of these benefits. The remaining paragraphs (b j) below of this Section are not applicable to Per Diem Therapists.

b. A per diem unit member is one who: a) is regularly employed to work a predetermined work schedule of fewer than twenty (20) hours per week or b) is employed to-work-on an-intermittent as needed basis. In this case, intermittent is defined as any work pattern ranging from 0-40 hours per week but not a regular, predetermined schedule; or c) is hired to work temporarily on a predetermined work schedule which does not extend beyond three (3) calendar months; or d) is hired to work temporarily to replace a regular full-time or regular part-time employee who is on an authorized leave of absence for the full duration of the leave of absence.

c. All per diem unit members shall advance to the next higher tenure step for salary purposes upon completion of 1000 hours worked and one year of employment, and will thereafter continue to advance to the next higher step for each subsequent 1000 hours of work, except that no such unit member hired after May 9, 1984, shall receive more than one such increase in any twelve (12) month period, until they reach the maximum step of the range.

d. Per Diem Scientists may advance to the Senior Per Diem Scientist classification when they meet the following qualifications:

(1) Completion of a minimum of one (1) year and 1000 hours at the third step of the Clinical Laboratory Scientist per diem rate;

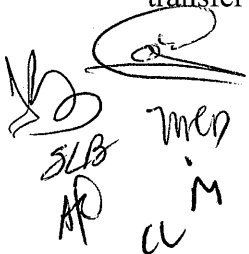
(2) The specifications for Senior Scientist as set forth in paragraph A7 B (found in Appendix A);

(3) The demonstrated abilities to perform the duties of the Senior Clinical Laboratory Scientist as evidenced by the quality of work as a Clinical Laboratory Scientist.

The Hospital shall be the sole judge of the Scientist's abilities to so perform, but advancement under these provisions shall not be unreasonably denied.

e. Per diem unit members who are re-employed within one year of their last previous work date, shall be re-hired at the same relative salary step in the range as they had attained during their previous employment at Washington Hospital.

f. If a unit member who is reclassified from per diem to regular part-time or regular full-time, was previously a regular part-time or regular full-time employee with no break in service, the unit member retains for vacation accumulation the same date the unit member had when a regular full-time or regular part-time employee, adjusted forward for the length of time in per diem status. Such unit member shall also have any accumulated ESL balance restored if the transfer to per diem status occurred less than one year previously.

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g. Minimum Availability. Per diem employees are expected to be available for the shifts and hours as discussed and agreed to in the hiring interview. In addition, per diem employees are required to:

(1) Submit availability in writing via email, fax, or in person on an approved form on a monthly basis.

(2) Be available to work a minimum of six shifts per month (one shift per 24 hours) or commit to a schedule of every other weekend. Availability for holidays and shifts during the holiday weeks (Christmas, New Year's, ~~and~~ Thanksgiving, and the PM shifts of 12/24 and 12/31) will count towards the minimum of six shifts per month availability.

(3) Be available to work a minimum of one out of three weekends per month.

(4) Be available to work a minimum of one of the following major holidays per year: Thanksgiving, Christmas, ~~and~~ New Year's, and the PM shifts of 12/24 and 12/31 (~~New Year's Eve and Christmas Eve for evening and night shift employees~~).

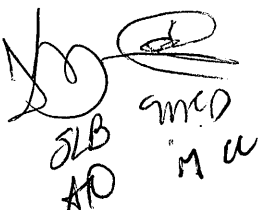
(5) Be available to work at least two other holidays per year.

(6) The Pharmacy Department will attempt to schedule per diem employees on their preferred shifts, but on occasion, per diem employees must make themselves available to accept assignments for any shift.

h. Submitting Availability. Per diem employees are required to submit their availability for work to their supervisor via email, fax or in person on a monthly basis using an approved form. This form should be submitted by the 1st of the month preceding the month when the schedule is made. The supervisor will approve the form only if the required minimum availability is specified. Any changes or additions must be resubmitted on a new form. The supervisor will prepare work schedules based on the availability indicated on the submitted form and staffing needs of the department. The supervisor must approve any trades or replacements in advance. The supervisor will make appropriate changes in the work schedule as needed. Per Diems may submit their availability further in advance, in addition to their regular availability requirements. Assignments for future availability will be made on a first come first served basis.

Per Diem employees are required to be available to work a minimum of two weekend shifts (can be two non-consecutive shifts) that will not result in Overtime.

i. Requesting Regularly Scheduled Weekends Off. Per diem employees who are regularly scheduled to work weekends may request to have occasional weekends off. These requests should be submitted by the 1st of the month preceding the month when the schedule is made on the form described above. Timely requests will be considered in order of seniority and in conjunction with time off requests from benefited employees. Requests submitted after the deadline, i.e. "last minute" requests will be considered on a first-come, first-served basis. Approval will be based on the depot fluent policy, staffing needs and the availability of relief coverage.

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j. Disciplinary Action/Termination.

(1) Per diem employees may be terminated for excessive self-cancellations in a running twelve-month period (per Hospital Attendance Policy). A self-cancellation is defined as any sick call or unavailability for the scheduled days after the schedule has been posted. Sequential sick days will be counted as one occurrence. It will not be considered a self-cancellation if the per diem finds a suitable replacement.


(2) Per diem employees must work 75% of their scheduled time or they are not meeting the availability requirement. If per diem employees do not work two consecutive 30-day periods, then they are not meeting their availability requirement. There is a maximum of two 30-day periods per year that a per diem employee does not work and still be considered available. Non-availability for medical reasons requires a physician's note and will be evaluated on an individual basis by the supervisor and/or director.

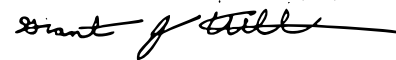
(3) Per Diem employees who do not meet the minimum availability requirements limit their usefulness to the Hospital and their employment may be terminated.

k. Professional Practice Committee Per Diem Availability Review.

The department specific Professional Practice Committees may review and update the Per diem availability policy during the term of the Agreement.

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Time: \_\_\_\_\_

## WASHINGTON HOSPITAL COUNTERPROPOSAL TO LOCAL 20

### RE: SECTION 11. EARNED TIME OFF PROGRAM

FEBRUARY 3, 2021

#### SECTION 11.

#### EARNED TIME OFF PROGRAM

All regular full-time and regular part-time unit members as defined in this Memorandum of Understanding shall be eligible to earn and use ETO as defined hereafter in this section.

Eligible unit members' ETO days or hours may be used for scheduled vacation, holidays, short term illnesses, family emergencies, religious observances, preventive health or dental care, and personal business. ETO is used for any excused elective absence from work with the exceptions of educational leave, jury duty and bereavement leave which are defined elsewhere in this Memorandum of Understanding.

C. Eligible unit members as defined in A) above shall also be eligible for an Extended Sick Leave benefit, hereafter known as "ESL" for use when a unit member has an illness which requires hospitalization for one full day or more or which qualifies as a workers' compensation related illness or injury extending beyond three (3) days or an illness or injury covered by State Disability Insurance which extends beyond seven (7) days.

D. The per hour Accrual rates for ETO are shown below. Eligible unit members shall not accrue ETO on more than eighty (80) hours in a pay period. Rates for unit members who work less than full time will be proportional to their part-time status as shown below. All ESL and ETO accruals shall be based on service hours (i.e. hours worked) and benefitted hours used to support service hours (i.e. ESL, ETO, Bereavement, Jury Duty, Military Pay and ED leave).

#### Full-Time Unit Members:

Length of Eligible Service	ETO Days Earned Per Year	Bi-Weekly ETO Accrual Rate
10-9 or more years	40	12.308 hours 0.1539 per hour
5-4 to 9 years	35	10.769 hours 0.1346 per hour
2-1 to 4 years	30	9.230 hours 0.1154 per hour
1st 0 to 1 year	25	7.692 hours 0.0961 per hour

#### 1. 4/5th Unit Members

Length of Eligible Service	ETO Days Earned Per Year	Bi-Weekly Accrual Rate
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10 or more years	32	9.846 hours
5 to 9 years	28	8.615 hours
2 to 4 years	24	7.384 hours
1st year	20	6.154 hours

2. 3/5th Unit Members

Length of Eligible Service	ETO Days Earned Per Year	Bi-Weekly Accrual Rate
10 or more years	24	7.386 hours
5 to 9 years	21	6.462 hours
2 to 4 years	18	5.538 hours
1st year	15	4.614 hours

3. 2.5/5th Unit Members

Length of Eligible Service	ETO Days Earned Per Year	Bi-Weekly Accrual Rate
10 or more years	20	6.154 hours
5 to 9 years	17.5	5.385 hours
2 to 4 years	15	4.615 hours
1st year	12.5	3.846 hours

E. ETO hours may be used as soon as they are earned after the first 30 days of employment, but may not be used in advance of accrual. Note: Holidays which occur early in a period of employment may not be payable, depending on how much ETO has been accrued.

F. Unit members covered by this Memorandum who are required to work on any of the fixed Hospital observed paid holidays shown below will be paid at a rate of one and a half (1.5) times the regular rate of pay. Fixed holidays are: New Year's Day (January 1), Washington's Birthday/President's Day (3rd Monday in February), Memorial Day (4th Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November), Christmas Day (December 25). The Hospital agrees to follow the current Hospital Memorandum of Understanding No. 2-111B, provided the holiday worked was mandated by Management. Major holidays shall be: Thanksgiving Day, Christmas Day, and New Year's Day.

G. The Hospital will grant each Scientist bargaining unit member qualifying for ETO at least one of the following three holidays off: Thanksgiving Day, Christmas Day, and the following New Year's Day. If a Scientist bargaining unit member qualifying for ETO is required to work on ~~the above three such holidays~~ both Christmas Day and New Year's Day he/she will receive double time for all hours worked on such New Year's Day in accordance with Hospital Memorandum of Understanding No. 2-111B (rather than time and one half), in addition to the holiday pay to which she/he is entitled.

H. The Hospital will use its best efforts to ~~insure~~ ensure that no Scientist bargaining unit member will work the same such holiday in two consecutive years. The Hospital will also exercise its best efforts in order to allow a Scientist bargaining unit member at least two (2) of the

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four (4) following holidays as days off: Washington's Birthday/President's Day, Memorial Day, Independence Day, and Labor Day.

I. In the Pharmacy when scheduling the major holidays (~~Thanksgiving, Christmas, and New Years~~), the PM shifts of 12/24 and 12/31 shall be considered along with all shifts of Thanksgiving, Christmas, and New Year's as holiday shifts, for the purposes of scheduling, and the Hospital will use its best effort to ensure no unit member will be scheduled to work;

1. Such holiday shifts on two consecutive days;
2. More than two such shifts in one holiday season;
3. More than three such shifts in two consecutive holiday seasons.

A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

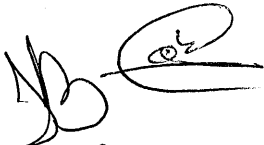
4. If the Pharmacy employee worked one major holiday last year, the employee shall not be required to work the same holiday this year. Pharmacy employees may still choose to work any holiday shifts on a voluntary basis. Pharmacy employees are required to note this on their yearly preference form.

J. In the Laboratory, when scheduling the major holidays (~~Thanksgiving, Christmas, and New Years~~), including Christmas eve and New year's eve, reasonable efforts will be made to consider any member requests for time off. Holiday scheduling will be completed with member participation. All ETO must be scheduled in advance and approved by the Department Head or Supervisor.

The holiday sign-up process will be as follows: Each year in November, the sign up list will be posted for the following year. All lab employees will be required to sign up for at least one major and two minor holidays by January 31. If the holiday falls on the employee's usual shift and the employee wishes to work that holiday, the employee must still sign up.

Priority for holidays off will be granted as follows:

- By seniority for each shift, subject to rotation.
- A rotation list will be maintained so that no employee will be required to work the same major holiday in two consecutive holiday seasons .
- Shifts that are not filled through this process will be filled with the person who would be regularly scheduled on the shift and has the required skill mix, by reverse seniority.
- Employees may still choose to work any holiday shift on a voluntary basis.

  
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Requests for single holidays off will be answered based on the above process. Approvals will be based on staffing matches and will be answered no later than 6 weeks prior to the holiday. ETO requests for single day holidays will not count as priority choices for holiday vacation bidding.

An exception to this rule will be made when illness or emergencies occur. In these instances, the unit member will be obligated to phone explaining the illness or emergency as soon as practicable and unless physically impossible, prior to the start of the shift. Department Heads and Supervisors may request post verification of illness.

K. Unit members shall annually submit their requests for vacation by January 31. Vacation schedules will be posted on the department bulletin board no later than March 1. Seniority, as defined in the Memorandum, will apply to the unit member's first choice of vacation in any calendar year. Once all unit members (in a work group) have received one choice, seniority would then again apply for the selection of another vacation period. Requests not submitted during the posting period shall be considered on a first-come first-served basis. The Hospital will provide a response to such requests within 14 calendar days. If the member has not received a response within 14 calendar days, the member may meet with the director to request a response. For Unit Members in the Therapy Department: Employees shall submit their requests for vacation to occur between the dates of May 1st and October 31st by the preceding March 1st, and vacation schedules for this period will be posted no later than April 1st. Employees shall submit their requests for vacations to occur between the dates of November 1st and April 30th by the preceding September 1st., and vacation schedules will be posted no later than October 1st. Seniority in the selection of vacation schedules will apply to the employee's first choice in each 6-month period. Once all employees in the department have received one choice in each 6-month period, seniority would then again apply in the selection of another vacation period. Requests not submitted during the semi-annual posting period shall be considered on a first-come first-serve basis. Approval for such shall be based on staffing requirements necessary to maintain adequate coverage. The Hospital shall use its best efforts to respond to such vacation requests within 14 days after such submission. Per Diem employee's requests should be submitted in accordance with Hospital policy

L. Vacation Scheduling During Holiday Period

The Holiday Period will be defined as the week that includes Christmas Day and the week that includes New Year's Day.

The minimum request for vacation during the Holiday Period will be one week. Requests for multiple weeks during the holiday period may be submitted and will be considered based on operational and staffing needs.

Requests for individual days will be considered when the schedule is made and if coverage is available.

Those who are awarded vacation on the first round will go to the bottom of the seniority list for the following year(s). Each year, vacation requests for the Holiday Period will be awarded to the most senior bidder(s), by shift, who did not get vacation the previous year(s). This process will repeat until everyone in the bargaining unit has an opportunity to take time off during the Holiday Period.

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Consecutive weeks or single day holiday requests outside the Holiday Period will be considered along with the ETO awarding process outside the Holiday Period.

M. Approval for vacation requests shall be based on staffing requirements necessary to maintain adequate coverage. In establishing vacation schedules, supervisors will be included in the departments to which they are assigned and be scheduled on a seniority basis where a unit member's ETO time off covers more than one pay period, no additional tax deductions shall be imposed if only one check is made covering such period. ETO checks shall be available immediately prior to the unit member's ETO time off upon two weeks' notice to the Payroll Department.

N. ETO pay shall include normal differentials (i.e., regular shift differential and special duty differential).

O. Upon verification of a serious illness or death in the family (as family is defined in Section 18 Bereavement Leave), a unit member will be granted an emergency ETO of a maximum of five accrued ETO days or his/her balance whichever is less. In the case of death, such ETO shall be in addition to bereavement leave allowable under section.

P. ETO must be used for all time off except for ESL, as noted below, jury duty, bereavement leave, and education leave. Leave without pay may be granted when unit members are voluntarily asked to reduce hours because of reduced workloads or when mutually agreed between the unit member and the Hospital.

Q. Upon termination of employment with the Hospital or on changing to non-benefits status, all unused ETO will be paid off at the then current rate of pay. ETO hours may not be used to extend employment beyond the actual last day worked. The maximum accrual of ETO is 640 hours. Full-time unit members must use a minimum of 15 days ETO per year. This will equate to the use of 10 paid holidays and 5 vacation days. Unit members who work less than full-time must use a minimum of the appropriate pro-rata amounts depending on their status. For example, 4/5ths = 12 days; 3/5ths = 9 days; 2.5/5ths = 7.5 days. Unit members who have accumulated in excess of 640 ETO hours at the end of a particular ETO anniversary will be required to accept cash payout of all hours in excess of 640. ETO cash outs will be in accordance with the Hospital's buy-out policy.

R. When ETO is used it will be identified on time records as ETO#2 if used for" personal illness and ETO# 1 if used for any other purpose.

S. The ESL Benefit: Eligible unit members will accrue ESL at a rate of 0.0308 per hour. Eligible unit members shall not accrue ESL on more than eighty (80) hours in a pay period. ESL shall only accrue on service hours and benefited hours used to support service hours as set forth in paragraph D. above. This benefit is for use when and if the unit member qualifies for State Disability Insurance or Workers' Compensation Insurance and, according to legal requirements, will be used to supplement SDI or Workers' Compensation pay as necessary during extended illness. Once all ESL is exhausted, ETO, if available, must be used if the illness continues. There is no limit to the amount of ESL which can be accrued, but time in an ESL account can never be converted to cash. ESL may never be used for family illness.

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T. Extended Sick Leave Benefit Schedule

1. Full Time Unit Members

ESL Days Earned Per Year	Bi-Weekly Accrual Rate
8	2.46

4. 4/5ths Unit Members

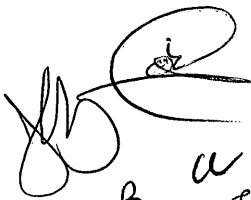
ESL Days Earned Per Year	Bi-Weekly Accrual Rate
6.4	1.96

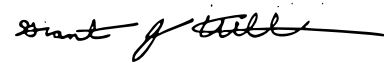
5. 3/5ths Unit Members

ESL Days Earned Per Year	Bi-Weekly Accrual Rate
4.8	1.47

6. 2.5/5ths Unit Members

ESL Days Earned Per Year	Bi-Weekly Accrual Rate
4.0	1.23

  
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Date: \_\_\_\_\_

Time: \_\_\_\_\_

**TENTATIVE AGREEMENT**  
**RE: SECTION 23. EMPLOYEE REPRESENTATIVES**  
**MARCH 10, 2021**

**SECTION 23.**

**EMPLOYEE REPRESENTATIVES (STEWARDS)**

A. The Union may appoint two (2) unit member representatives and two (2) alternates for each department, who will act only in the absence of the named representatives. The appointments shall be made in such manner as the Union determines, at least one of the unit member representatives in the Pharmacy and one in the Lab shall be full-time members, and the Hospital will be notified in writing of such appointments. For Therapists, the Union may appoint one union representative and one alternate and the Hospital shall be notified in writing of such appointment.

B. The unit member representatives shall only deal with the representatives of the Hospital designated to handle grievances.

C. The primary function of the unit member representatives shall be to represent their coworkers concerns in the workplace and process grievances of unit members through the grievance procedure.

D. The unit member representatives shall not direct any unit member how to perform or not perform his/her work, shall not countermand the order of any supervisor, shall not interfere with the normal operations of the Hospital or any other unit member. His/her activities as a unit member representative shall in no way interfere with his/her assigned duties as a Hospital employee.

E. No unit member representative shall be involved in any way in the handling of grievances other than in the department in which he works. The Hospital's designated representative is only required to meet with one unit member representative on any grievance.

~~F. During contract bargaining at least five (5) four (4) stewards or nominated bargaining team members shall attend bargaining and be paid for their attendance for each scheduled day of bargaining at their normal straight time hourly rate for each scheduled day of bargaining that they would otherwise have been scheduled to work.~~

