

OPEIU LOCAL 8/ TRI-CITIES COMMUNITY HEALTH

CONTRACT NEGOTIATIONS

Tentative Agreement

1. **PREAMBLE** – Revise to read:

This Agreement is made and entered into this 1st day of November ~~2019~~ 2022 by and between TRI-CITIES COMMUNITY HEALTH, its successors and assigns, hereinafter referred to as the EMPLOYER, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION. The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work, conditions of employment affecting the members of the Union.

The parties desires to cooperate in establishing conditions that will tend to secure to the employees concerned, a living wage and fair and reasonable conditions of employment, and to provide methods of fair and peaceful adjustments of all disputes which may arise between them, so as to secure uninterrupted operation of the Employer.

2. **Section 5.6(b) ON CALL PER DIEM EMPLOYEE** – Revise to read:

An on call/per diem employee is defined as a temporary employee who works on an intermittent basis throughout the year to cover workload fluctuations or short term employee absences. On call/per diem employees will not be utilized to fill regular positions and will have no established work schedule but may work for the Employer on an indefinite basis. On call per diem employees shall receive the contractual rate of pay and any negotiated increases for their classification based on their experience but will not receive any fringe benefits from the Employer except time and one half (1 ½) for all hours worked on a holiday. On call per diem employees will be given first consideration over outside applicants when applying for regular employment with the Employer.

3. **Section 10.1(b) SALARY FOR ALL REGULAR EMPLOYEES** – Revise to read:

Effective November 1, 2022, all full-time and part-time employees will receive a wage increase of **NINE percent (9%)** and all example rates in Appendix “A” shall be increased to reflect the **NINE percent (9%)**.

new **Section 10.1(d) WAGE SURVEY** – To read:

Both parties agree that the Employer shall perform a wage and compensation study, and that both Parties shall bargain the results of such study, in no event will the results of the study be completed later than September 1, 2023. The study will be implemented prospectively upon completion of bargaining. Additional details relative to the study, including but not limited to, the methodology of the compensation study and analysis shall be shared with the Union and discussed in Labor Management.

ARTICLE 13

HEALTH, WELFARE AND PENSION

Section 13.1 MEDICAL, VISION, DENTAL INSURANCE For the duration of this agreement, the employer will continue to provide medical, surgical and hospital insurance, vision, dental and all other insurance coverage to all eligible full-time and part-time employees at the same level of benefits and co-pays to employees as exists at the time of ratification of this Agreement. The Employer may offer optional alternative plans. Co-pays, as referenced in this section, refers to any employee cost share that is part of the benefit plan design (i.e. office visitation costs, ER co-pays, pharmaceutical co-pays and similar payments) and any monthly premium share paid (bi-monthly) by employees for their own and/or family type coverage, which shall be no higher than the employee cost share required of all other employees of the employer, not to exceed upon the effective date of this agreement, fifteen percent (15%).

4. **ARTICLE 21 LABOR/MANAGEMENT COMMITTEE** – Revise to read:

The Employer and the Union will continue the joint Labor/Management Committee, which will be effective during the term of this contract. There will be six (6) members appointed by the Union and six (6) members appointed by the Employer on the Committee. The purpose of the Committee is to foster improved communications between the Employer and the employees and address issues and disputes between the parties. ~~The function of the Committee will be advisory.~~ The function of the Committee will be to resolve, where practicable, disputes of the Parties, grievances (where appropriate), demands to bargain, or other issues as the Parties may agree. ~~The Committee has the authority to bargain remedies over issues that involve wages, hours and working conditions.~~ If an outstanding issue is not resolved within two (2) meetings of the Committee, either party may refer the matter to the grievance procedure, to the extent the matter is a valid grievance under the Parties collective bargaining agreement. Any member of the Committee may recommend issues to be discussed. All such issues will be placed on the Committee's agenda for discussion. ~~All substantive issues passed by a majority of the Committee will be shared with the Chief Executive Officer and the Union.~~

Either party may caucus at any time during Labor/Management Committee Meetings. Both Parties shall submit any proposed agenda items, with specificity, no later than seven (7) calendar days prior to the scheduled Labor/Management Committee meeting. Any items submitted later than seven (7) calendar days may, by mutual agreement, be scheduled, but if not, will be forwarded to the subsequent scheduled Labor/Management Committee Meeting.

The Labor/Management Committee has the authority to bargain remedies over issues that involve wages, hours and working conditions, subject to a valid demand to bargain.

Either Parties' need to consult with their respective leadership, receive authority, or do additional due diligence shall be permitted.

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The Labor/Management Committee will establish a mutually agreeable meeting schedule, ~~not to exceed~~ at least one (1) meeting per month. Committee members will suffer no loss of pay if they attend Labor/Management Committee meetings with Employer representatives while on duty status up to a maximum of ~~one~~ two ~~four~~ (24) hours per meeting unless the parties mutually agree to extend the meeting time.

5. ARTICLE 22 – DURATION OF AGREEMENT – Revise to read:

All terms and conditions of this Agreement will be effective November 1, ~~2019~~ 2022. This Agreement will remain in effect through October 31, ~~2022~~ 2023 and from year to year thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement by giving written notice to the other party not less than ninety (90) days in advance of expiration.

s:Tentative Agreement to Vote/TCCH TA 11.2022.doc
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