

**OPEIU Local 8/ SAMARITAN HEALTHCARE CONTRACT NEGOTIATIONS**  
**TENTATIVE AGREEMENT**

**1. This is a housekeeping issue that addresses language throughout the entire contract**

Replace (or remove) gendered terms (e.g. him, his, her, he, she) with neutral references (e.g. “the employee”). For example: “When an employee temporarily performs work in a job classification with an hourly rate that is lower than the employee's regular classification hourly rate, the employee will continue to receive the normal hourly rate which he/she is entitled to in his/her regular job classification.” becomes “When an employee temporarily performs work in a job classification with an hourly rate that is lower than the employee's regular classification hourly rate, the employee will continue to receive the normal hourly rate which ~~he/she~~**the employee** is entitled to in ~~his/her~~**the employee's** regular job classification.”

**2. This language outlines more expectations for the employer to follow when extending a new employee's probationary period.**

**Section 2.4 Probationary Employee.** An employee who has been hired for regular employment shall be considered a probationary employee during the first ninety (90) days of continuous employment, unless specifically advised by the Employer in writing with notice to the Union of an extended probationary period not to exceed an additional ninety (90) calendar days. The written notice to the employee and the Union shall set forth the reasons for the extension **and, where performance concerns are the reason, shall identify the Employer's expectations for improved performance.** After an employee completes the probation period, seniority shall be retroactive to the last date of hire.

**3. This language change was just clarifying existing language so it was easier to read and understand.**

**Section 4.4 Listing of Employees.** The Employer shall furnish to the Union on a monthly basis a listing of all bargaining unit employees; **with each employee's** hire date, working status (**regular** full-time, **regular** part-time, ~~temporary~~**probationary**), classifications, ~~wage scales,~~ departments, shifts, ~~and employees'~~ home addresses and phone numbers, work emails, and hourly rate of pay. The Employer shall monthly furnish the Union with a list of any new hires, transfers, promotions, or terminations within the bargaining unit.

**4. This language allows for Union Stewards to attend OPEIU Local 8 training and conferences without using their accrued PTO leave.**

**NEW Section 6.9 Union Steward Leave. A Union steward may request up to two (2) days per year of unpaid time off to participate in Union training, educational conferences, or workshops. Additional time may be granted in the discretion of the Employer. Such time off shall be requested and approved at the discretion of the Employer in accordance with the prescheduled time off procedures under Section 17.3.**

**5. This language adds coaching and evaluations to the language creating more steps in the discipline process, which also adds more opportunity for the employee and union to address the employer concerns.**

**Section 7.3 Just Cause.** No regular employee shall be disciplined or discharged except for just cause. Employees who have been discharged by the Employer shall be given a written statement of the cause of discharge at the time of discharge or within two (2) working days thereafter. The Employer shall use a uniform system of **disciplinary** written warning notices ~~for poor work performance,~~ formal reprimands and suspensions. Employees shall be given an opportunity to read, ~~sign~~ and answer all ~~letters of warning~~

OPEIU Local 8/ SAMARITAN HEALTHCARE CONTRACT NEGOTIATIONS  
Tentative Agreement

or performance evaluations written notices of discipline before placement of such material into their personnel file. Copies of these notices shall be given to the employee at the time formal disciplinary action is taken or within two (2) working days thereafter. The ~~e~~Employees shall be requested to sign the written ~~warning~~ notices of discipline. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the ~~reprimand or evaluation~~ discipline, but rather as an indication that they have seen and comprehend the gravity of the disciplinary action taken. Copies of these notices shall be given to the employee and the Union at the time formal disciplinary action is taken or within two (2) working days thereafter. An employee may request the attendance of a Union representative (including steward) during any meeting which may lead to disciplinary action.

The Employer may also use non-disciplinary notices such as written coaching and performance evaluations. Employees shall be given an opportunity to read, sign and answer all non-disciplinary notices or performance evaluations before placement of such material into their personnel file. The employee's signature thereon shall not be construed as admission of concurrence with the notice.

6. This language creates more opportunity for employees to apply and transfer to different positions within the organization.

**NEW** Section 7.\*\* Only disciplinary actions above the level of a documented verbal warning may impede an employee from qualifying and/or being awarded a new position within the organization.

7. This language expands the current language on internal applications and job postings. The addition of the language in 8.3 gives the applicant the opportunity discuss and address reasons they may not have been selected for a position. It also gives a definite time line for the employer to notify the internal applicant if they did not receive the position that they applied for.

Section 8.2 Consideration. The Employer agrees to give fair and reasonable consideration to current employees when filling vacant positions. In the event two (2) or more current employee applicants have substantially equal qualifications, experience, skills, abilities and performance in the judgment of the Employer, seniority shall be the determining factor in placement. ~~Bargaining unit applicants denied positions shall be informed of such decision either by phone and either letter or electronic communication.~~

Section 8.3 Unsuccessful Internal Applicants. An employee who applies for a position and is not awarded the position may contact the hiring manager or director to discuss why the employee was not selected and what skills or other or other factors the employee needs to become a more competitive applicant in the future. The Employer will notify unsuccessful employee-applicants by letter or electronic communication within five (5) days of filling the open position.

8. This language allows employees who are placed on Low Census to use Leave Without Pay rather than accrued PTO if they choose.

**NEW** Section 10.6.5 An employee assigned low census will be allowed the option to use PTO to cover their reduced hours or to take the low census as unpaid time. The Employer will not require that the employee use PTO to cover low census.

9. This is the language regarding your pay increase of 1% that begins the first full pay period following July 1, 2023 and will be paid retroactively upon ratification of this agreement.

OPEIU Local 8/ SAMARITAN HEALTHCARE CONTRACT NEGOTIATIONS  
Tentative Agreement

**Section 13.1.1.1.** Effective the first day of the first pay period on or after ratification of this Agreement, the wage rates and the wage scales of all job classifications will be as set forth in Temporary Appendix A and will thereafter be increased by one percent (1%) across the board (See Appendix A Wage Scales. increased by ~~\*\*percent (\*\*%)~~ across the board. Thereafter, Step 25 of the wage scales will become Step 23, a new Step 25 will be added to the wage scales based on the difference between the amounts of the two previous wage steps, and a new Step 30 will be added to the wage scales based on that same difference. Thereafter, effective the first day of the first pay period on or after ratification of this Agreement, job classification wage rates will receive those additional increases as set forth in Appendix A Wage Schedule and the wages of that Appendix A shall apply to the job classifications listed therein. On the condition that the Union membership ratifies the successor collective bargaining agreement on or before September 25, 2023, employees who are employed as of the ratification of this Agreement will receive retroactive compensation for the wage increases set forth in this Subsection 13.1.1.1 for the period that began on July 9, 2023 [THE FIRST OF THE PAY PERIOD IN WHICH JULY INCREASES WOULD HAVE BEEN EFFECTIVE] and ends on September 30, 2023 [THE LAST DAY BEFORE THE BEGINNING OF THE FIRST PAY PERIOD FOLLOWING ANTICIPATED RATIFICATION OF THIS AGREEMENT] based on hours actually worked or compensated during that time period. Employees will receive no other retroactive compensation except as set forth in this Paragraph. The retroactive compensation set forth in this Paragraph will be paid by no later than the second regular payroll following ratification of this Agreement.

- 10. This language reflects the four percent (4%) increase employees will receive to their wage the first full pay period following July 1, 2024**

**Section 13.1.1.2.** Effective the first day of the first pay period on or after July 1, 2024~~24~~, the wage rates and wage scales of all job classifications will be increased by **four** percent (**4%**) across the board.

- 11. This language reflects the three percent (3%) increase employees will receive to their wage the first full pay period following July 1, 2025**

**Section 13.1.1.3.** Effective the first day of the first pay period on or after July 1, 2022~~25~~, the wage rates and wage scales of all job classifications will be increased by **three** percent (**3%**) across the board.

- 12. This language ensures longevity recognition. It states that each employee who has been at step 22 for at least a year shall receive a lump sum payment of one percent (1%) their base salary each year on their anniversary date.**

**NEW Section 13.\*\* Longevity Increase. A lump sum payment of 1% of base salary will be paid every year to employees who have been at Step 22 for one or more years. Base salary will be calculated by using the employee's hourly rate multiplied by the employee's scheduled FTE.**

- 13. This language change eliminates Group C and moves all those classifications to the Group B level of pay for Shift Differential compensation.**

**Section 13.7.1.**

**Group A:** The evening shift differential shall be three dollars (\$3.00) per hour and the night shift differential shall be four dollars (\$4.00) per hour for all classifications specified in Group A of the Job Classification Premiums Addendum. (Also, refer to Job Classification Premiums Addendum)

**OPEIU Local 8/ SAMARITAN HEALTHCARE CONTRACT NEGOTIATIONS  
Tentative Agreement**

**Group B:** The evening shift differential shall be two dollars and ten cents (\$2.10) per hour and the night shift differential shall be three dollars (\$3.00) per hour for all classifications specified in Group B of the Job Classification Premiums Addendum. ~~(Also, refer to Job Classification Premiums Addendum)~~

**Group C:** ~~The evening shift differential shall be one dollar and eighty-five cents (\$1.85) per hour and the night shift differential shall be two dollars and twenty-five cents (\$2.25) per hour for all classifications specified in Group C of the Job Classification Premiums Addendum. (Also, refer to Job Classification Premiums Addendum)~~

**14. This language addresses the need for leave, in emergency events, and allows the employee to take time off without discipline even if they do not have available PTO.**

**Section 14.2 Personal Leave.** Upon completion of one (1) year of continuous employment, employees may be entitled to a leave of absence up to one (1) year without loss of seniority or any other accrued benefits. **Up to five (5) days of personal leave may be requested for non-family and medical catastrophic events affecting the employee outside of their control such as fire and flood.** A leave of absence granted for a period not exceeding thirty (30) calendar days shall entitle the employee to be returned to his/her previous position, including shift status. When a leave is granted for more than thirty (30) calendar days, the employee will be entitled to the first available position for which that employee is qualified. Rejection of any position offered may terminate leave of absence status. Accrued PTO and, if applicable, available extended illness benefit shall be used during any period of unpaid temporary disability for medical or maternity leave to the maximum extent allowed by law.

**15. This language change ensures that all employees receive the same compensation premium pay for Weekend Differential**

**Section 13.7.2.** The weekend premium shall be two dollars and twenty-five cents (\$2.25) per hour ~~for Group A, Group B, and Group C Job Classifications.~~ Such premium is excluded from overtime premium calculations unless otherwise required by the Fair Labor Standards Act. The weekend will be defined as all hours worked between 11:00 p.m. Friday and 11:00 p.m. Sunday for those employees working eight (8) hour shifts. For employees working twelve (12) hour shifts, the weekend will be defined as all hours worked between 7:00 p.m. Friday and 7:00 p.m. Sunday. ~~(Also, refer to Job Classification Premiums Addendum)~~

**16. This is a language “clean up” to make the section easier to read and understand.**

**Section 13.9 Standby Pay.** ~~Effective July 2017, increase Standby pay to~~ **shall be four dollars (\$4.00)** per hour for all positions in the Job Classifications with Premiums Addendum. The employee shall be guaranteed a minimum of two (2) hours of pay consistent with the remaining provisions of this Section. Call-in time shall be in two (2) hour time frames. The first call-in will begin the first two (2) hour time frame. The employee may return home when his/her work is completed. If the employee is called back before the two (2) hours have passed, it will be considered the same two (2) hours. After the two (2) hours have passed, the next time frame will begin with the next call-in. An employee shall receive time and one-half (1 ½) his/her normal rate of pay when called in from standby status. ~~(Also, refer to Job Classifications with Premiums Addendum)~~

**17. This language ensures compensation of two dollars and twenty-five cents per hour, which is a fifty cent (\$0.50) per hour increase, to all employees designated to receive Supervisors Pay.**

**OPEIU Local 8/ SAMARITAN HEALTHCARE CONTRACT NEGOTIATIONS**  
**Tentative Agreement**

**Section 13.12 Supervisor’s Pay.** An employee assigned by his or her manager to cover the department in the absence of the manager shall receive an additional ~~one~~**two** dollars and ~~seventy~~**twenty**-five cents (~~\$1.75~~**2.25**) per hour to his/her normal rate of pay.

**18. This language ensures compensation of two dollars and twenty-five cents per hour, which is a fifty cent (\$0.50) per hour increase, to all employees designated to receive Lead Pay.**

**Section 13.13 Lead Pay.** An employee assigned by his or her manager to oversee work being performed by other employees in the department or facility shall receive an additional ~~one~~**two** dollars and ~~fifty~~**cents** (~~\$1.50~~**2.00**) per hour to his/her normal rate of pay.

**19.** This is a significant increase to both time accrual rates and longevity accrual rates for all employees.

**Section 17.4 Accrual.** The chart below summarizes the PTO accrual and full time equivalent accrual caps provided for in this Section:

| Years of Service               | PTO Hourly Accrual Rate         | WAPSL-PTO Hourly Accrual Rate | Total Annual Accrual Cap (PTO accrual cap + WAPSL-PTO carry over cap) | Total Maximum Accrual Cap (PTO accrual cap + WAPSL-PTO carry over cap) |
|--------------------------------|---------------------------------|-------------------------------|---|--|
| 0 - 4 years                    | <del>.05962</del> <b>.06347</b> | .025                          | 176   | 264  |
| 5 - 9 years                    | <del>.07885</del> <b>.08270</b> | .025                          | 216   | 324  |
| 10 - 14 years and thereafter   | <del>.09808</del> <b>.10193</b> | .025                          | 256   | 384  |
| <b>15 – 19 years</b>           | <del>.10192</del> <b>.10577</b> | <b>.025</b>                   | <b>264</b>  | <b>392</b>   |
| <b>20 years and thereafter</b> | <del>.10962</del> <b>.11347</b> | <b>.025</b>                   | <b>280</b>  | <b>400</b>   |

“WAPSL-PTO” is the portion of an employee’s PTO accrual designated for use in compliance with the Washington Paid Sick Leave Law, RCW 49.46.200 et seq. These WAPSL-PTO hours are the PTO hours designated for use as described in Section 17.5.

Eligible employees can accrue PTO that is not designated as WAPSL-PTO up to the indicated maximum amounts:

| Years of Service               | Annual Accrual Cap           | Maximum Accrual Cap |
|--------------------------------|------------------------------|---------------------|
|                                | 0 - 4 years                  | 136 224             |
|                                | 5 - 9 years                  | 176 284             |
|                                | 10 - 14 years and thereafter | 216 344             |
| <b>15 - 19 years</b>           | <b>224</b>                   | <b>352</b>          |
| <b>20 years and thereafter</b> | <b>240</b>                   | <b>360</b>          |

The employee will exercise their best effort to utilize PTO time that is not designated as WAPSL-PTO within twelve (12) months of earning it. PTO that is not designated as WAPSL-PTO will not accrue beyond the maximum or annual accrual caps listed. Once an employee has reached the maximum or annual accrual amounts, the accrual will be turned off until the balance of PTO that

**OPEIU Local 8/ SAMARITAN HEALTHCARE CONTRACT NEGOTIATIONS  
Tentative Agreement**

is not designated as WAPSL-PTO in the time bank drops below the maximum accrual cap or the new anniversary year begins. Annual accrual rates for part-time employees will be prorated.

At the end of each calendar year eligible employees will carry over up to 40 hours of unused WAPSL-PTO into the following year. Unused WAPSL-PTO hours that are not carried over will be redesignated as general PTO until the employee's annual or maximum PTO caps are reached and thereafter will, at the employee's option, be cashed out.

- 20. This language addition will allow for employees to take Leave Without Pay rather than use accrued PTO to cover their hours on Holidays when their department is closed.**

**Section 19.3 Holiday – Department Closed.** In the event a department of the Employer is closed on a holiday and an employee of that department voluntarily chooses to work on the holiday, the time shall be paid at straight time for all hours actually worked on a holiday. A PAR must be completed by the employee and approved by the Department Leader in advance of the holiday. **In the event a department of the Employer is closed because of a holiday when an employee of that department would otherwise be scheduled to work, and the employee does not work on that holiday, the employee may elect but will not be required to use PTO for that day.**

- 21. This language change will decrease the amount of EIB an employee can accrue. This language does not allow for the employer to remove, or take away, and accrued leave. This will only effect how many hours an employee can have banked moving forward.**

**ARTICLE 20**

**EXTENDED ILLNESS BENEFIT**

**Section 20.1 Accumulation.** Beginning on the date of hire, employees shall accumulate extended illness benefit at the rate of .03077 the first eighty (80) hours compensated in a pay period. Extended illness benefit may be used beginning on an employee's ninetieth (90th) day of employment. Paid extended illness benefit shall be computed as time worked for the purpose of accruing benefits. Extended illness benefit accrual is limited to seven hundred and twenty (720) hours. ~~Effective the first full pay period after January 1, 2022,~~ Extended illness benefit accrual is limited to five hundred and twenty (520) hours. **Effective the first full pay period after January 1, 2025, extended illness benefit accrual is limited to four hundred and eighty (480) hours.** Once employees reach the maximum amount of EIB accrual, they will no longer accrue EIB hours until such time as their balance drops below the maximum accrual amount. Employees that have a balance above the ~~520~~**480** hour maximum amount, as of January 1, 2022~~25~~, will not lose their excess hours. They will not accrue any additional EIB until their balance drops below the ~~520~~**480** hour maximum amount.

- 22. This language is more concrete and outlined than what was previously in the contract.**

**ARTICLE 30**

**SUBCONTRACTING**

~~The Employer shall notify the Union prior to contracting out bargaining unit work.~~ **The Employer may decide to contract out bargaining unit work, and shall provide written notice to the Union thirty (30) days prior to implementing the subcontracting decision. Upon request by the Union within**

this notice period, the Employer will negotiate over the effects of the subcontracting decision on bargaining unit employees. This Article does not apply to hiring temporary employees as defined in Section 2.7.

23. This language outlines when this contract shall expire.

## ARTICLE 31

### DURATION

This Agreement shall become effective upon execution, and shall continue in effect until June 30, 202326. It is the express intent of the parties that this Agreement terminate in its entirety at such time and is excluded from the provisions of RCW 41.56.123

24. This language is part of the contract as a Memo of Understanding. It is added as such because it is new and very extensive. This language outlines the process and procedure for employees to be certified and receive compensation for Interpreter duties.

### MEMORANDUM OF UNDERSTANDING ONE

#### *Interpreter Pay*

The parties share a mutual understanding of the benefit of bilingual staff providing certain bilingual communication or interpretation services, as defined and assigned by the Employer. The parties agree on a program of differential pay for bargaining unit employees who through a testing process demonstrate competency to speak a language other than English at work (“Interpreter Pay”) and, therefore, agree as follows:

1. To be eligible for Interpreter Pay, an employee must demonstrate competency in a language other than English by periodically passing a language competency test designated by the Employer.
2. There will be two levels of testing and language competency.
  - a. The first level will be language competency for non-clinical speaking and listening. To establish this level of competency and become eligible for corresponding Interpreter Pay, an employee must pass the ALTA Language Testing Services language test at a Level 9 – Advanced. To maintain this level of competency and remain eligible for corresponding Interpreter Pay, an employee must pass this test within two years after the last successful test, or before the previous test results expire, whichever comes first.
  - b. The second level will be language competency for medical interpretation and clinical speaking and listening. To establish this level of competency and become eligible for corresponding Interpreter Pay, an employee must pass the ALTA Language Testing Services language test at a Level 10 – Advanced Plus. To maintain this level of competency and remain eligible for corresponding Interpreter Pay, an employee must

pass this test within two years after the last successful test, or before the previous test results expire, whichever comes first.

3. An employee who achieves and maintains the first level of tested competency (Level 9 – Advanced) and who provides the Employer with adequate proof of testing will receive a differential of fifty cents (\$0.50) per hour above the employee’s base rate of pay for all worked hours.
4. An employee who achieves and maintains the second level of tested competency (Level 10 – Advanced Plus) and who provides the Employer with adequate proof of testing will receive a differential of one dollar (\$1.00) per hour above the employee’s base rate of pay for all worked hours.
5. Employees will be responsible for arranging to take a designated language competency test and will be responsible for full payment to the testing company for all language competency tests taken. If an employee passes a designated language competency test at one of the two levels of competency covered by this Agreement, the Employer will reimburse the employee for the cost of the passed test (up to \$76 for the ALTA Language Testing Services Level 9 – Advanced test and up to \$110 for the ALTA Language Testing Services Level 10 – Advanced Plus test). The Employer will not provide reimbursement for any test that is not passed at one of the two levels of competency covered by this Agreement.
6. Employees who pass a designated language competency test at one of the two levels of competency covered by this Agreement shall provide proof of the passed test and a receipt of payment to the Human Resources Department as soon as possible.
7. The Employer, in its sole discretion, will determine and assign bilingual communication and/or interpretation services to be performed by employees depending on business need, level of competency, and other factors deemed relevant by the Employer. Employees who achieve one of the two levels of competency covered by this Agreement will perform any bilingual communication or interpretation services assigned or requested by the Employer even if the assignment is outside of the employee’s regular unit, department, work location, or typical job responsibilities. Employees will abide by any restrictions the Employer places on engaging in bilingual communication and/or interpretation services, including but not limited to refraining from engaging in medical interpretation or clinical speaking and listening if the employee has only achieved competency for non-clinical speaking and listening.
8. The Employer may designate an alternative language testing provider and select alternate language competency tests to establish competency levels reasonably equivalent to the two competency tiers described above.