

OPEIU LOCAL 8/ TRI-CITIES COMMUNITY HEALTH CONTRACT NEGOTIATIONS

TENTATIVE AGREEMENT SUMMARY

1. NOVEMBER 1, 2023 THROUGH MAY 31, 2027
2. Section 3.6 INFORMATION REQUESTS The Employer agrees to provide the Union information necessary to carry out its duties of representation and negotiations. The Union agrees to request only information necessary to carry out its duties of representation and negotiation. The Employer will respond to requests within twenty-one (21) calendar days. The Employer may request additional time to provide the information to the Union, if needed. The Union will not unreasonably or capriciously deny requests for additional time.
3. Section 5.11 SITE Sites shall be defined as Auburn (721), Clearwater (3180), Pasco I (715), Pasco II (515), and Richland (829 and 915).
4. Section 5.12 SITE SENIORITY Site Seniority shall be defined as total organizational seniority within a defined site. Based on Article 7 - Seniority.
5. Section 5.XX CLINICAL STAFF Clinical Staff shall be defined as any bargaining unit staff assigned to work directly with a provider and involved in direct patient care.
6. Section 6.4(d) Records of disciplinary actions will be considered a part of the employee's personnel file. A warning notice will be deemed too old for purposes of progressive disciplinary actions after ~~eighteen (18)~~ twenty-four (24) months from the date that such notice is placed in the employee's personnel file.
7. Section 6.5 WEINGARTEN RIGHTS An employee may, upon request, have a Union representative of the employee's choice present at any meeting with the Employer that could reasonably lead to the employee's discipline, provided, however, that if the Union representative chosen by the employee is not available within a reasonable amount of time, the employee must select one who is. If the employee requests Union representation at such a meeting, the employee will notify the Employer and will be provided reasonable time to arrange for Union representation at the meeting. The Employer will notify the employee at the beginning of a meeting if it is reasonably believed that the meeting is to be investigatory and may lead to discipline. If the Employer has not informed the employee prior to the meeting of the meeting's investigatory purpose, the employee may request adjournment so as to enable the employee to secure Union representation.
8. Section 6.5(a) EMPLOYEE MEETINGS The employer shall provide employees with a minimum of twenty-four (24) hours' actual notice of any meeting that could potentially lead to discipline. The notice shall include information regarding the general meeting topic, unless such notice would compromise the investigation. An employee may be administratively removed from service pending the Weingarten meeting. In the event the Union does not make a Union Representative available to hold a meeting within that time frame, the employee shall be in an unpaid status until such meeting can occur. Employees may contact their Union Representative and arrange their attendance for the proposed meeting during their regularly scheduled work time.

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9. Section 6.14 POLICIES AND PROCEDURES All employees of this bargaining unit, in addition to being governed by this Agreement, will also be subject to the personnel policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement will be the controlling policy for the employees covered by this Agreement. The Union will be given a copy of these personnel policies. The Union reserves the right to negotiate over the creation or revision of any condition of employment in policies or procedures about which the National Labor Relations Act (“the Act”) requires the Employer to bargain, prior to implementation, except as otherwise required by law. The Union shall provide a full substantive response within twenty-one (21) days of notice of the changes to any such policies or procedures. The Parties will be prepared to meet and bargain, to the extent the Union requests bargaining, at the next labor management meeting. Upon Union request, the Employer shall allow up to two (2) additional employees to be released to attend Labor Management Meetings involving policy discussion or negotiation.
10. Section 7.2 ACCRUAL OF SENIORITY Seniority is defined as an employee's continuous employment from the most recent date of hire or rehire in a Bargaining Unit position with the Employer, including time spent on any approved leave of absence, medical leave, military leave, job-injury leave or maternity leave that occur during employment. Upon rehire after a break in service which does not exceed four (4) months, previous seniority will be credited to the employee, excluding period(s) when the employee was not employed by the Employer.
11. Section 9.2 REGULAR SHIFT ASSIGNMENT Each employee will have a regularly assigned number of hours of a shift. Typically, these hours will either be eight (8) hours, or ten (10) hours, ~~or twelve (12) hours~~. The Employer will not assign a shift of more than ~~twelve (12)~~ ten (10) hours to any bargaining unit employee without prior notice to the Union. An irregular work schedule for an individual may be established by the Employer as long as such schedule does not displace an established shift of another employee without the consent of the employee displaced. Where more than one employee would be displaced, the irregular schedule may be established when a majority of the employees affected consent.
12. Section 9.2(a) PERMANENT ASSIGNMENTS IN OTHER LOCATIONS Where the Employer knows that a position will be reassigned to a different Employer location on a permanent basis, the Employer shall post this new assignment for all current employees to apply for. Employees currently holding that assignment shall receive priority over that assignment or any currently available open assignment. See Article 6 Section 6.9 Job Posting.
13. Section 9.2(b) TEMPORARY ASSIGNMENTS Where the Employer has a short term assignment for an Employee that will require them to work in a different location, the Employer shall provide the Employee with as much notice as possible. Temporary reassignment of locations shall be done based on Site Seniority first and then Organization Seniority. Employees shall be provided the option of either use of a company vehicle (consistent with Employer policy) or receive mileage reimbursement at IRS rate to travel to

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their reassigned. Employees who are temporarily reassigned under this section shall receive a two and one half percent (2.5%) premium pay on top of base wages. (Bargaining Note: Contingent on Agreement to the Totality of Site Seniority).

14. Section 9.2(c) CONTINUATION OF SHIFT Normal business and patient care circumstances may require the continuation of an employee's regularly scheduled shift beyond normally scheduled hours. Such continuation of shift is not subject to overtime process and shall remain with the scheduled employee. *Bargaining Note: This provision is not intended to change applicable FLSA or weekly overtime, but to indicate that the continuation is not subject to the procedures for Overtime or Seniority.* Should an employee have a previously scheduled obligation that conflicts with their ability to continue their shift as required, such employee shall provide notice to the site manager as soon as practicable of the conflict to allow the site manager to cover the continuation of shift, where necessary.
15. Section 9.4(a) Overtime will be compensated at the rate of one and one-half (1/2) times the straight- time hourly rate of pay for all time worked beyond the normal workday of eight (8) or more hours, forty (40) hours in a five (5) day workweek. Under this contract provision, overtime will not be paid until after working at least eight (8) hours in a day. Overtime will include shift differential if applicable. Time that is paid but not worked will count as time worked for the purpose of determining and computing overtime, excluding sick leave Based on business need and with supervisor approval, an employee may have the ability to flex any additional time they have worked within a workweek in lieu of receiving overtime paid compensation. Such flex time must be used within the same FLSA workweek.
16. Section 9.4(c) For overtime scheduled in advance, the Employer will first attempt to meet its overtime requirements on a voluntary basis by seniority. When insufficient volunteers are available, overtime will be assigned on an equitable seniority rotation basis, to employees within the classification where the overtime is required. For unscheduled overtime, the Employer will first attempt to meet its overtime requirement on a voluntary basis by seniority from qualified employees at work at the location within the classification where the overtime is required. When insufficient volunteers are available, overtime will be assigned by reverse seniority to the qualified employees at work at the location within the classification where the overtime is required. Employees on leave are not eligible for overtime shifts.
17. Section 9.9 REST BETWEEN SHIFTS In scheduling work assignments, the Employer will make a good faith effort to provide each employee with at least twelve (12) hours off duty between shifts including mandatory education, mandatory committee meetings and mandatory staff meetings. In the event an employee is required to work less than twelve (12) hours off duty between shifts, all time worked within the twelve (12) hour period will be at the overtime rate of time and one-half (1 ½). Employees working a schedule of a ten (10) hour ~~or twelve (12) hour~~ regular workday will have a ten (10) hour rest between shifts instead of twelve (12) hours. This provision will not apply to employees on an agreed alternative work schedule that does not include a twelve (12) hour rest between shifts or to employees who volunteer to work an extra shift in a different classification in another department.

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Section 9.15 INCLEMENT WEATHER OR EMERGENCY CLOSURE

18. In the event of inclement weather or other emergency closure, the Chief Executive Officer will make all determinations concerning the work status of the Employer, including if the Employer will be closed or if employees will be dismissed early. If the Employer decides to close the facility due to severe weather conditions or other emergency, employees will receive the day or balance of the day remaining as paid time off. Time off due to inclement weather or other emergency will not be considered an absence. Employees who are assigned to work during inclement weather or other emergency closure shall be paid double time for all hours worked.

19. Section 10.1(a) WAGE SCHEDULE Employees covered by this Agreement shall be paid in accordance with the wage scale as set forth in the Agreement. Following ratification and retroactive to November 1, 2023. Employees shall move to the closest step above their current salary on the former wage scale, then Employees shall move to the same Step on the new wage schedule. For example, the closest higher Step on the current wage schedule to and Employee's wage is Step 7, the Employee will then move to Step 7 on the new wage schedule. The Employer will use internal seniority to place Employees at or above the Step placement previously described, where years of service would exceed their current Step. If the Step an Employee moved to on the new wage schedule is lower than their current wage, the Employee shall be placed at the next highest Step from their current wage.

The Employer shall conduct a pay equity review of all Employees within (6) months of ratification. Any wage adjustments as a result of the pay equity review shall be retroactive to November, 1 2023. The pay equity review shall be conducted based on the Employee's continuous experience with TCCH or externally, with half credit for external continuous recent experience when placed on the wage scale. Recent continuous experience shall be defined as relevant experience without a break in service of three (3) years or more, which would reduce the level of employee skill. The Employer shall utilize the same criteria for new hires. Following ratification of this agreement, in the event a new hire feels they were not placed correctly on the wage scale, such employee shall have the right to request their experience credit be reviewed. Such requests must be made within the first three (3) months of employment and shall be retroactive to their date of hire.

20. All newly hired bargaining unit employees will be classified and paid according to their position and years of experience in accordance with the schedule set forth in Appendix "A" which is attached hereto and made part of this Agreement. This Agreement will not preclude the Employer, at its option, from paying more than the contract rate of pay.

21. Section 10.1(a) WAGE SCHEDULE Employees covered by this Agreement shall be paid in accordance with the wage scale as set forth in the Agreement. Following ratification, Employees shall move to the closest Step above their current salary on the former wage schedule, then Employees shall move to the same Step on the new wage schedule. For example, the closest higher Step on the current wage schedule to an Employee's wage is Step 7, the Employee will then move to Step 7 on the new wage schedule. The Employer will use internal seniority to place Employees at or above the Step placement previously

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described, where years of service would exceed their current Step. If the Step an Employee moves to on the new wage schedule is lower than their current wage, the Employee shall be placed at the next highest Step from their current wage.

The Employer shall conduct a pay equity review of all Employees within six (6) months of ratification. Any wage adjustments as a result of the pay equity review shall be retroactive to ratification of the Agreement. The pay equity review shall be conducted based on Employee's continuous experience with TCCH or externally, with half credit for external continuous recent experience when placed on the wage scale. Recent continuous experience shall be defined as relevant experience without a break in service of three (3) years or more, which would reduce the level of employee skill. The Employer shall utilize the same criteria for new hires. Following ratification of this agreement, if a new hire feels they were not placed correctly on the wage scale such Employee shall have the right to request their experience credit be reviewed within the first three (3) months of their employment retroactive to their date of hire.

Employees are above the top step of the wage schedule shall be frozen at their current wage rate until the wage schedule surpasses their frozen rate of pay, at which time the Employee shall move to the new top step wage. Employees who are above the top of the wage schedule shall receive an annual lump sum payment of one thousand dollars (\$1,000).

This Agreement shall not preclude the Employer, at its option, from paying wages and/or benefits more than those specified in this agreement, provided that the amount of the increase shall be the same for all employees.

22. Section 10.1(b) ANNUAL INCREASES

Effective June 1, 2025 and June 1, 2026, the wage schedule shall be increased across the board by two percent (2%) each year.

For the duration of the Agreement, in the full pay period following an employee's date of hire each year, employees shall move one Step on the wage scale, equivalent to two percent (2%).

23. The Parties agree to reevaluate the market wages reflected in the wage schedule prior to the next Collective Bargaining Agreement negotiations, consistent with the market research conducted prior to this Agreement.

Section 10.1 (c) Merit Bonus Following the date of ratification, Employees covered by this agreement will advance a step on the wage scale based upon an annual performance evaluation. Annual performance evaluations shall occur prior to an employee's anniversary date each year and be graded as one of three (3) grades: below expectations, meets expectations, or exceeds expectations.

Achieving each grade on the annual performance evaluation shall result in the following:

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- A below expectations grade on the performance evaluation shall not receive an additional compensation
- A meets expectations grade on the performance evaluation shall receive a one time flat rate bonus of \$100
- A exceeds expectations grade on the performance evaluation shall receive a one time flat rate bonus of \$250

24. Section 10.1(e) CERTIFICATION PAY Employees who are or who become certified in certifications as approved by the Chief Operations Officer, shall receive an annual certification pay of two hundred dollars (\$200). Should the certification lapse, the employee shall forfeit the certification pay. In no event may any employee receive compensation for more than one (1) certification.

25. Section 10.3 PAY FOR WORK IN HIGHER CLASSIFICATION Any employee who is required to perform the work of a higher classification within the bargaining unit will be paid a differential of one dollar (\$1.00) for every hour performing such work or at that higher rate consistent with the employee's current step on the wage scale, whichever is greater. Employees performing duties in a lesser paid classification on a temporary basis will not suffer a reduction in pay. *Bargaining Note: Employer does not agree that the Medical Assistant Float is a "higher classification", it is a parallel classification no different than the parallel classifications of Registered Medical Assistant and Certified Medical Assistant (who receive different rates of pay for similar parallel work).*

26. Section 10.4 LEAD PAY Employees shall apply for and be assigned at supervisor discretion to lead responsibilities and will receive ~~one two dollars (1.00)~~ (\$2.00) per hour in addition to the contract rate of pay when so assigned. Assignment of lead responsibilities will be at the discretion of the Employer, but once assigned, such responsibilities may not be removed without at least four (4) week's notice to the impacted employee when there is no defined duration of the lead duties.

27. ~~Section 10.7 PAY EQUITY~~ ~~The Employer agrees with the principle that a fair wage program requires that employees in every position be compensated equitably within the pay ranges for their position. The determination of equitable pay will depend upon objective and reasonable evaluation of length of experience.~~

~~Upon written request by an employee, the Employer will promptly investigate any inquiry relating to inequity in pay. The Employer will respond to such requests, in writing, within fourteen (14) days. If an inequity is determined, an appropriate equity adjustment will be applied to all eligible employees in the classification. Such equity adjustments will be effective back to the date a request was first submitted to the Employer.~~

~~The terms and conditions of this section will be subject to the grievance procedure.~~

28. Section 10.8 MILEAGE Whenever an employee is required to work in more than one (1) location during the same day, travel time between locations will be regarded as time worked. Allowable travel expenses in any amount will be reimbursed ~~in accordance with the Employer's policy~~. Employees who use their own vehicles in the function of their work

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will be reimbursed for mileage at the IRS rate, unless the Employer offers to provide transportation or use of an Employer vehicle, as well as other travel related expenses (parking, toll charges, etc).

29. **Section 12.2 VACATION ELIGIBILITY** After ninety (90) calendar days of employment, employees may schedule and take vacations to the extent that they have been earned. Employees can submit and will be approved vacation requests in accordance with this Agreement for time off without such time currently banked but should have the time accrued six (6) weeks prior to taking the time off. If the employee does not have adequate vacation hours banked they shall be notified and they may resubmit their request reflecting their available hours. That portion of the vacation for which there is not sufficient time accrued six (6) weeks prior to the scheduled vacation will be cancelled; any employee who has vacation cancelled pursuant to this provision may not, for two (2) years thereafter, submit vacation requests for which there is insufficient time banked. Vacations will be scheduled by the Employer in such a way as will least interfere with the functions of the particular department and the continuity of patient care or customer service. Employees will be allowed at least a minimum of a single week vacation (seven consecutive days) when requested by the employee during the vacation posting period. Site Seniority will prevail on vacation selections.
30. **Section 12.3 VACATION ACCRUAL** Employees will be entitled to annual vacation benefits, based on a 40-hour work week (Regular Full Time), in accordance with the following schedule:
31. **Section 12.6(a) VACATION POSTING PERIOD** Vacations will be scheduled by Site Seniority within a department or work unit during the selection period of January 1 through February 14/November 1 through December 15, subject to the Employer's right to determine the number of employees who may schedule a vacation during a particular week. All vacation requests must be made no later than February 14/December 15 of each year for the vacation period of March 4 through February/January 1 through December 31 of the following year and will be scheduled at a mutually agreeable time. Employees who fail to register their vacation selection during the posting period will forfeit their seniority rights concerning vacation schedules. The Employer will issue an approved listing of vacations by the first—second Monday in March/January.
32. **Section 12.8 VACATION UPON SEPARATION.** Upon separation of employment, employees will be paid for unused vacation time that has been earned through the last day of work, except as provided in Article 6 Section 6.1.
33. **Section 12.9 VACATION UNAVAILABILITY OR CANCELLATION.** As an employee reaches the date of a pre-approved vacation, but does not have the hours available for the full pre-approved vacation leave, the employee will only be allowed to take the hours available at the time of pre-approved vacation. The supervisor and employee will mutually agree to the hours/days/weeks taken that is available. The supervisor may approve on a case-by-case scenario. Cancellation of vacation by the employee must be provided at least five (5) business days prior to the date of the approved scheduled vacation. The employee will only be placed back on the schedule if there is a vacancy on the schedule. Failure of the employee to provide timely notice will result in the employee being required to use the pre-approved vacation time, unless otherwise approved by the supervisor.
34. **Section 15.X NEW HIRE TRAINING** The Parties mutually agree to continue to discuss new hire training in Labor Management Meetings during the duration of this Agreement to provide feedback on the Employer's implementation of updates to new hire training.