



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TRI-CITIES COMMUNITY HEALTH

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

NOVEMBER 1, 2019 THROUGH OCTOBER 31, 2022

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COLLECTIVE BARGAINING AGREEMENT

TRI-CITIES COMMUNITY HEALTH

PREAMBLE

This Agreement is made and entered into this 1st day of November 2019 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.

ARTICLE I

RECOGNITION

Section 1.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time and part-time employees employed at the Employer's facilities, in job classifications set forth in Appendix "A". This Agreement excludes supervisors and confidential employees. For the purpose of this Article, the definition of supervisor and confidential employee will be as defined in the National Labor Relations Act.

Section 1.2 The jurisdiction of the Union will be all work or working functions normally or currently performed by employees covered by this Agreement, and any new or additional work requiring the same or similar purposes for which employees covered by this Agreement currently are employed, notwithstanding the introduction or use of any new or automated system, process or mechanized or automated equipment which may alter or modify the method or skill by which such work or working functions may be performed. The jurisdiction of the Union will extend to any employee engaged in any new or additional work which may be performed within the bargaining unit.

ARTICLE 2

UNION SECURITY

Section 2.1 Regularly scheduled full-time and part-time employees who are members of the Union at the time of signing of this Agreement, and all full-time and part-time employees who join the Union during the term of this Agreement will retain their membership in good standing. All bargaining unit employees not members of the Union at the time of signing this Agreement will within thirty-one (31) days from the effective date of this Agreement become and remain members of the Union in good standing or pay the equivalent of monthly dues and initiation fees

as described in Section 2.2 below.

Section 2.2 All new employees hired subsequent to the date of signing of this Agreement will, as a condition of employment, within thirty-one (31) days from the date of employment become and remain members of the Union in good standing. Any employee who chooses to waive rights to participate as a Union member may satisfy the Union security obligation by payment to the Union of the equivalent of the periodic dues and initiation fees uniformly required of members or the periodic dues and initiation fees related to the Union's representational costs, fair share fees.

Section 2.3 The Union will notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and will provide the Employer with a copy of the final notice to the affected employee that he or she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which he or she is delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer will discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 2.4 DUES CHECK OFF During the term of this Agreement, the Employer will deduct uniformly required dues and fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer the authorization form will be honored in accordance with its terms. Record of such dues deductions will be transmitted to the Office and Professional Employees International Union Local No. 8, AFL-CIO in accordance with the below-stated provisions:

Section 2.4(a) The Employer will distribute to new employees, on the effective date of employment, check-off authorization cards and explanatory materials as may be provided by the Union.

Section 2.4(b) The Employer will deduct current regular monthly dues and Union initiation fees from the employees who have completed the voluntary wage assignment authorization form, one-half from the first paycheck and one-half from the second paycheck of each month beginning thirty-one (31) days after the employee's initial work date and remit such fees to the Union within twenty (20) days of the end of that month.

Section 2.4(c) Deductions will be transmitted each month to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility will cease with respect to such deduction. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that will arise against the Employer for or on account of any deduction made from the wages of such employee. Any claims for overpayment or underpayment of initiation fees and/or dues that are no fault of the Employer's, will be settled directly between the employee and the Union.

Section 2.5 The Employer will supply electronically to the Union monthly a list of all employees covered by this Agreement including their classification, department, rate of pay, hours worked, FTE status, starting date and employee identification number. This list will identify those employees newly hired, including all information referenced above and their address and those

employees terminated, including their date of separation.

ARTICLE 3

UNION BUSINESS

Section 3.1 SHOP STEWARDS It is agreed that the Union may establish shop stewards where needed, up to a maximum of fifteen (15). The Union will provide the Human Resource Manager with a current list of all shop stewards and their respective locations. The Employer is not required to recognize anyone as a Shop Steward who is not on the list.

Section 3.1(a) Union stewards will not transact Union business which in any way interferes with the work of employees or services provided by the Employer. Upon notification to the Employer, shop stewards may attend grievance meetings on work time; provided that, patient care is maintained. The steward will notify and receive permission from his/her supervisor before interrupting his/her assigned work, and such permission will be granted unless a work operation requires the temporary postponement of the meeting.

Section 3.1(b) During regularly scheduled hours all investigatory, grievance and Labor-Management meetings with the Employer will be considered work time for participants and will be compensated for at the appropriate rate of pay. The parties may mutually agree that other meetings may also be considered work time.

Section 3.2 UNION REPRESENTATIVES The Union will notify the Human Resource Manager in writing of the names of its Union Representatives and Shop Stewards authorized to represent the Union at the Employer's premises. Union Representatives will be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions, provided however, that Union Representatives first give the Employer reasonable prior notice of the intended visit and its general purpose and general destination, and that no interference with patient care or the normal and orderly operation of the Employer or the employees' work will result. Upon arrival, Union Representatives will obtain a visitor's pass from Human Resources or Administration. Union Representatives will not compromise patient confidentiality as a result of his/her visitation.

Section 3.3 The Employer will provide a bulletin board in the break rooms/lounges or other agreed upon designated areas at all work locations employing bargaining unit employees for the purpose of posting Union notices relating to general Union activity. A copy of all materials posted will be provided to the Human Resource Manager or designee prior to posting and will be signed and dated by the union representative.

Section 3.4 The Employer will allow the Union to use the Employer's meeting rooms for Union meetings, subject to their availability. The Union will submit a written request to the Human Resource Manager or his/her designee at least one (1) week in advance of the meeting.

Section 3.5 EMPLOYMENT AGREEMENT The Employer will give a copy of this Agreement and the employee's job description to each employee during the hiring/orientation process. The Union will provide the Employer with sufficient copies to be available in the Human Resources Department.

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.

Section 3.7 THE HARDSHIP FUND CHECK-OFF The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. TCCH will remit these deductions to OPEIU Local 8 along with a list of the bargaining unit employees' names and amounts deducted no later than the 15th day following the last payday of each month. The Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

ARTICLE 4

MANAGEMENT RESPONSIBILITIES

Section 4.1 This Agreement acknowledges that the Employer has the trusted obligation to provide certain medical and treatment services, and related health care within the community.

In order to carry out this trusted obligation, the Employer reserves the exclusive right to exercise the customary functions of management including the right to require standards of performance and maintain order and efficiency; to direct employees and determine job assignments and work schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to contract out the whole or any part of the operation; to hire, promote, layoff, or discipline or discharge for just cause employees; to make reasonable working rules and regulations of procedure and conduct and determine work shifts; provided, however, that the exercise of management rights and responsibilities is to be consistent with the terms and conditions of this Agreement.

Section 4.2 SUBCONTRACTING Ninety (90) calendar days prior to the implementation of any subcontracting, sale, lease or transfer of services that would result in the loss of regular hours of work currently performed by bargaining unit employees, the Employer will notify the Union of such a possibility. Upon such notification by the Employer, the Union will be provided with documentation of the need, financial impact, affected work and employees and other factors.

ARTICLE 5

DEFINITIONS

Section 5.1 NON EXEMPT EMPLOYEES Hourly employees who are eligible for overtime in accordance with the provisions of the Fair Labor Standards Act. These employees will be paid for all the hours they are required or permitted to work.

Section 5.2 EXEMPT EMPLOYEES Exempt employees are those who occupy positions that are exempted from the overtime provisions of the Fair Labor Standards Act. Exempt employees are not eligible for overtime pay and are expected to work the hours necessary to perform the work.

Section 5.3 REGULAR FULL-TIME EMPLOYEE An employee who works forty (40) hours per week on a regularly recurring basis. Regular full-time employees will be entitled to fringe benefits under this Agreement.

Section 5.4 REGULAR PART-TIME EMPLOYEE An employee who works less than forty (40) hours per week but is regularly scheduled to work a minimum of twenty (20) hours per week on a recurring basis. Except as specifically provided herein, regular part-time employees will be entitled to the fringe benefits specified in this Agreement on a pro rata basis based on their regular schedule. Employees who are regularly scheduled to work less than twenty (20) hours per week on a recurring basis are not entitled to fringe benefits.

Section 5.5 TEMPORARY EMPLOYEE An employee hired to work on an intermittent basis, as an interim replacement or for temporary work on a specific work assignment which does not extend beyond three (3) calendar month. Except as specifically provided herein, temporary employees are not entitled to fringe benefits.

Temporary employees will not be regularly utilized to fill regular positions beyond three (3) calendar month with the following exceptions:

- a) Temporary employees hired to replace a regular employee on vacation or leave of absence may be retained on temporary status for the duration of the leave of absence. Employees will be notified by the Employer of this temporary status when hired.
- b) Temporary employees hired specifically for vacation relief and students working during vacation breaks or on a bona fide training program. The Employer will notify the Union in writing when it agrees to allow training program participants to perform bargaining unit work on a temporary basis to last no longer than nine (9) months. The Employer's participation in any training program will not result in the reduction and/or elimination of bargaining unit employees. For Behavioral Health Services, the reassignment of case loads will be determined by clinical supervision as a result of clinical staff meetings which include case managers and therapists, at least six (6) weeks prior to the departure of training program participants.
- c) Temporary employees hired specifically for a project or for training needs for current employees or when it is known that a vacant regular position is going to be eliminated provided the Employer notifies the Union in writing before the end of the three (3) month period and provides the name(s) of the temporary employee(s), the reason for the extension and the approximate duration. Under no circumstances will such temporary employees be used for longer than twelve (12) months.

Except as permitted above, if after three (3) calendar months a position filled by a temporary employee is determined to be a regular position or an employee on leave of absence fails to

return to a regular position filled by a temporary employee, the affected position will be posted and filled through the provision of the job posting procedure.

Section 5.5(a) The Employer agrees that temporary employees will not be hired for the purpose of displacing regular employees.

SECTION 5.6 PER DIEM EMPLOYEES

Section 5.6(a) REGULAR PER DIEM EMPLOYEE A regular per diem employee is defined as a regular employee who routinely works either a full-time or a part-time schedule but does not receive any fringe benefits from the Employer. Per Diem employees will be paid at the classification rate of pay to which they are assigned, plus the pay in lieu of benefits as described in Article 10. Regular per diem employees will be paid at time and one half (1 ½) for all hours worked on a holiday. A regular per diem employee will be credited with past experience in determining an employee's initial compensation. All per diem employees will receive a copy of the Employer's policies.

Bargaining unit employees may opt to change their employment status from regular employee with benefits to regular per diem or from regular per diem to regular employee with benefits, during the Employer's open enrollment period for health benefits.

A full-time or part-time regular employee who changes to regular per diem status will retain and accrue seniority. Any accrued vacation will be paid to the employee at the time the employee changes to per diem status. If a benefits-earning employee elects regular per diem staffing status, all eligible accrued sick leave hours will be banked for up to four (4) years. Upon return to benefit earning status within the four (4) years, all banked sick leave will be reinstated. Regular employees, who change to regular per diem status and subsequently return to regular status with benefits without a break in employment, will commence benefit accrual to reflect their seniority.

Section 5.6(b) ON CALL PER DIEM EMPLOYEE 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 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.

Section 5.7 INTRODUCTORY EMPLOYEE The first one hundred and twenty (120) calendar days commencing from the first day of employment will be the introductory period for all newly hired employees governed by this Agreement. Termination or discipline of employees who have not completed their introductory period will not be subject to processing through the grievance procedure. Introductory employees will accrue benefits beginning the first day of employment, but may not begin using paid leave benefits until after ninety (90) calendar days of employment. Introductory employees will be entitled to holiday pay.

Section 5.8 WORKWEEK The workweek will consist of forty (40) hours in a one (1) week

period. The workweek commences on Sunday at 12:01 a.m. to Saturday at midnight.

Section 5.9 CHANGES IN SHIFT Any work schedule changes of three quarters (3/4) hour or more. Such changes will be done in accordance with this Agreement.

Section 5.10 REGULAR RATE OF PAY Unless otherwise required by the Fair Labor Standards Act, the "regular rate of pay" will be defined to include the employee's hourly wage rate, shift differential and any applicable wage premium.

ARTICLE 6

EMPLOYMENT PRACTICES

Section 6.1 Upon completion of the introductory period, employees discharged by the Employer for other than just cause will be given at least two (2) weeks' notice or two (2) weeks' pay in lieu of notice. Regular employees who desire to voluntarily terminate their employment will give the Employer two (2) weeks' notice prior to the termination date selected and, if requested by the Employer, will, during the period of notice, assist with the training of a replacement.

Section 6.2 Employee will not be suspended or discharged while on paid or unpaid leave or vacation.

Section 6.3 Upon separation from employment, employees will be paid for unused vacation that has been earned through the last day of employment. Upon termination, an employee will receive a written notice from the Employer stating the cause of termination with a copy sent to the Union.

Section 6.3(a) In the event of an employee's death, the termination benefits described in Section 6.3 will be payable to the employee's named Beneficiary; if no named Beneficiary, benefits will be paid to the employee's estate.

Section 6.4 CORRECTIVE ACTION The Employer will have the right to discipline and/or discharge an employee for just cause.

Section 6.4(a) The Employer and the Union agree that in correcting inappropriate employee conduct the Employer will, where appropriate, use progressive discipline which may include oral warnings, written warnings, plans for improvement, suspension and dismissal. The Employer will evaluate the conduct of the employee and the circumstances of the incident to determine what level of discipline is appropriate.

Section 6.4(b) Employees will be requested to sign all written discipline notices to indicate that she/he comprehends the nature of the corrective action. The employee's signature thereon will not be construed as admission of guilt or concurrence with the discipline, but rather as an indication that they have seen and comprehended the disciplinary action. Employees will have the right to review and comment on any disciplinary notice. Copies of these notices will be provided to the employee at the time the formal corrective action is applied or shortly thereafter.

Section 6.4(c) The parties recognize that certain conduct is of such a serious nature that resort to a progressive discipline approach is inappropriate and may warrant immediate suspension or termination. The principles of just cause will apply to all levels of discipline.

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) months from the date that such notice is placed in the employee's personnel file.

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.

Section 6.6 PERSONNEL FILES The employee or Union Representative, if the employee so authorizes in writing, may examine the employee's personnel file during normal business office hours with advance notice given to the Employer. Such requests are limited to a reasonable frequency and reasonable times.

Section 6.7 PERFORMANCE EVALUATIONS The Employer will maintain a system for performance appraisal of skills and knowledge, providing for written evaluation prior to or upon completion of the introductory period and approximately annually thereafter. Employees will acknowledge any disagreement with the evaluation. The affected bargaining unit employee may provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file. A copy of the evaluation will be provided to the employee prior to placement in the personnel file. Performance evaluations will not be subject to the grievance procedure outlined in this Agreement, provided, however that if discipline results in any way from a performance evaluation (for example: a Performance Improvement Plan), the portion of the evaluation related to the discipline will be subject to the grievance procedure. If any discipline results from a performance evaluation, such discipline must be issued within sixty (60) calendar days following the evaluation.

Section 6.8 JOB DESCRIPTIONS The Employer will furnish the Union with unit job descriptions for all classifications including modifications and revisions thereto upon request. Copies of current job descriptions that include a detailed explanation of expected job duties will be provided to employees upon hiring and upon request thereafter. The Employer agrees to give titles to positions which most clearly indicate the nature of the work performed and will place these positions in the same pay range of other comparable positions in the bargaining unit. Job descriptions will accurately reflect expected duties and responsibilities required of the bargaining unit position. The Employer will notify the Union in writing should present jobs substantially change or of any new classifications appropriate to the bargaining unit to be

covered by this Agreement. The Employer will establish and place in effect a rate of pay for the new job classification in relation to the existing wage structure. If the Union disagrees with the wage rate established by the Employer, the matter will be bargained between the parties, and if no agreement is reached, only the question of appropriate wage rate for the new job classification may be submitted to the grievance procedure as outlined in this Agreement. Any such grievance concerning the wage rate of new job classifications must be filed within thirty (30) calendar days after the Employer has advised the Union as referenced above.

Section 6.9 JOB POSTING Notice of bargaining unit positions the Employer decides to fill will be posted on a designated bulletin board at least five (5) work days in advance of going outside the Employer in order to afford presently employed employees the first opportunity to apply. Job postings will include the shift hours (days, evenings or nights and number of hours), work schedule, expected weekend work requirements and primary work location. Seniority, in accordance with the provisions of Article 7, will be the determining factor in filling job openings where, in the Employer's judgment, such factors as skill, competence and ability are substantially equal.

Section 6.9(a) Where, in the Employer's judgment, a current employee and an outside applicant have relatively equal qualifications for the job, preference will be given to the current employee. Where, in the Employer's judgment, two current employees are equally qualified for the job, preference will be given to the senior employee.

Section 6.9(b) If an employee is interested in promotional and transfer opportunities, the employee may request to meet with the supervisor to review what skills the employee needs to be a successful applicant.

Section 6.9(c) Transfer opportunities from one shift to another in the same department or a transfer to a vacant position in a department will be made available to employees within that department prior to general job postings throughout the Employer's premises. Such internal transfer opportunities will be posted within the affected department for seventy-two (72) hours before general posting.

Section 6.10 PROMOTIONS To be considered eligible for promotion, employees cannot be on probation or have received any written disciplinary action in the past 180 calendar days. In the event that two or more employees have the same relative qualifications based on the needs of the position, preference will be given to the employee with the greatest seniority. A promoted employee will be placed on a trial period of the first sixty (60) working days after the promotion. In the event the employee does not successfully pass the trial period, the employee will be returned to his or her former or similar vacant position at his or her former pay prior to promotion without any loss of seniority, if a position is available. The Employer will be the judge of employee qualifications except that the Union may challenge the decision through the grievance procedure.

Section 6.11 PERSONNEL RECORDS The Employer will keep written records of the employee's date of hire, assigned FTE, department, job classification, rate of pay, leave of absence and date of termination.

Section 6.12 SYSTEMS CHANGE Where positions have been abolished because of

automation or a systems change, all possible consideration will be given to transfer employees to comparable jobs in the Employer's facilities. Also, every consideration and opportunity will be given, to training present employees, by seniority, for new positions or to operate any new equipment installed as a result of a systems change.

Section 6.13 VOLUNTEERS The Employer agrees to limit the use of volunteers so as not to displace regular bargaining unit employees.

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 about which the National Labor Relations Act ("the Act") requires the Employer to bargain.

ARTICLE 7

SENIORITY, LAYOFF AND RECALL

Section 7.1 APPLICATION OF SENIORITY Where skill, performance on the job, ability and experience are determined by the Employer to be substantially equal, seniority as defined below will be the determining factor in layoffs, rehires, change in FTE status, lateral transfers, shift bids, work assignments, distribution of overtime, approval of vacation and training opportunities.

Section 7.2 ACCRUAL OF SENIORITY Seniority is defined as an employee's continuous employment from the most recent date of hire or rehire 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.

Section 7.3 LAYOFF A layoff is defined as a permanent or prolonged reduction in the number of employees employed in a particular classification by the Employer under this Agreement. The Employer will give as much notice to the affected employees and the Union as possible, and will give at least thirty (30) days' notice, unless there is an immediate governmental mandate of program closure or stoppage of service. Provisions of the WARN Act will apply when appropriate. The Employer will work collaboratively with the Union to explore alternatives to the elimination of hours and/or positions, such as greater efficiencies, elimination of redundancy, reduced hours of work, unemployment work sharing, and hiring freezes.

Section 7.4 LAYOFF PROCEDURE When the Employer decides to lay off employees, the Employer will first seek volunteers in the classification and department affected. If volunteers do not meet the Employer's need for reduced staffing, then introductory and temporary employees in the classification and department affected by the layoff will be laid off first. Next, subject to Section 7.1, the least senior employee(s) assigned to the classification and department affected

by the layoff will be designated for layoff.

Section 7.5 BUMPING RIGHTS Any employee selected for layoff may, if the employee has the seniority, elect to displace the least senior employee in his/her classification on the same shift whenever possible. An employee who is not able to retain a position in the employee's classification will be laid off, unless the employee is able to apply for a posted vacant position in another classification.

Section 7.6 RECALL Employees who are laid off will have recall rights to positions in the classification from which they were laid off for up to twelve (12) consecutive months following their layoff. Employees who are recalled to their classification with comparable FTE (within a .2) and who refuse the recall or fail to respond to the notice within five (5) days of actual notice or ten (10) calendar days from date of mailing, whichever is greater, will be dropped from the recall roster. Notification to report back to work will be sent by regular first class mail and certified mail, return receipt requested, to the employee's last known address. Employees are responsible for keeping the Employer advised of where notices of recall should be sent. The Employer will provide the Union a copy of the recall notice by facsimile or mail.

Section 7.7 CHANGE IN FTE STATUS Reduction in hours will be defined as a permanent reduction of an employee's FTE level. If a reduction in FTE is determined by the Employer to be necessary, the least senior employee(s) in the targeted job classification, department and shift will receive the FTE reduction. The Employer will first seek volunteers from the job classification and shift to accomplish these changes. Any increase in hours will be distributed by seniority.

Section 7.8 LOSS OF SENIORITY Seniority will terminate upon the occurrence of any one of the following:

- a) retirement;
- b) voluntary termination;
- c) discharge for just cause;
- d) discharge during the introductory period;
- e) absence of more than three (3) consecutive days without notifying the Employer;
- f) failure to respond within five (5) calendar days following a recall to report back to work;
- g) failure to return to work from layoff within fourteen (14) calendar days after notification to report back to work from layoff;
- h) layoff exceeding twelve (12) months;
- i) failure to promptly return to work after an authorized leave of absence;
- j) absence of more than twenty-four (24) months due to an injury on-the-job.

ARTICLE 8

GRIEVANCE AND ARBITRATION

Section 8.1 The parties hereto recognize the need for the adjudication of grievances. If however, a grievance cannot be resolved through informal means, the grievance will be settled as outlined in this Article.

Section 8.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement. Time limits set forth in this Article may be extended by mutual agreement between the parties and confirmed in writing.

Section 8.3 Grievances will be processed in the following manner:

Step 1. Within ten (10) calendar days following the event giving rise to the grievance, the employee, with the employee's Shop Steward and Union Representative, if requested, will first attempt to resolve the problem with the employee's immediate supervisor. The employee or the Union may use the mutually agreed form to describe the grievance and requested remedy. The immediate supervisor will, within ten (10) calendar days after the Step 1 meeting, may use the grievance form to provide the employee with a written response to the grievance. All Step 1 grievances will be reduced to writing.

Step 2. If the matter is not resolved at Step 1, the grievance will be reduced to written form and will be presented to the Department Director, or designated representative, within ten (10) calendar days following the receipt of the immediate supervisor's written decision.

The written grievance will contain the following:

- a) Description of the problem
- b) The specific section(s) of the contract that allegedly has been breached
- c) The date it occurred
- d) The remedy, or corrective action, sought.

A meeting between the employee, Shop Steward or Union Representative (if requested), and the Department Director, or designated representative, will be held within ten (10) calendar days of receipt of the written grievance. The Department Director, or designated representative, will issue a written reply to the employee and the Union within ten (10) calendar days following the meeting with the employee.

Where a grievance involves a group of employees and/or more than one department, the Shop Steward or Union Representative may within ten (10) calendar days following the event giving rise to the grievance, initiate a grievance

at Step 2 by contacting the Human Resource Manager to determine the appropriate manager(s).

Step 3. If the grievance is not resolved in Step 2, then the grievance may be submitted to the Human Resource Manager, or designated representative, within ten (10) calendar days of receipt of the written answer in Step 2 by the employee and/or Union Representative. Within ten (10) calendar days of receipt of the Step 3 grievance, the Human Resource Manager, or designated representative, will meet with the employee and Union Representative. Within ten (10) calendar days after such meeting the Human Resource Manager, or designated representative, will set forth his/her answer in writing with a copy to the employee and the Union.

Step 4. Mediation

If no resolution of the grievance occurs at Step 3, either party within fifteen (15) calendar days following the written answer from the Human Resource Manager, may request a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon mediator.

If no mediator is requested or no resolution is reached as a result of the mediation process, the parties will proceed to Arbitration.

Step 5. Arbitration

If the grievance is not settled in Step 3 or after completing the mediation process, if mutually agreed to, either the Employer or the Union may refer the issue to binding arbitration by written request within thirty (30) calendar days following the refusal to mediate or after the mediation process is concluded, stating the issue to be arbitrated. The parties will attempt to select a disinterested party to serve as arbitrator.

In the event the Employer and the Union are unable to agree upon an arbitrator within fifteen (15) calendar days from the date of either party's request for arbitration, the moving party will request and pay the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service to name a panel of eleven (11) qualified and approved arbitrators from either the States of Washington, Oregon and/or Idaho. The parties will then choose the arbitrator by alternately striking a name from the list until one name remains, with the moving party striking the first name. Once an arbitrator is selected, the moving party must within ten (10) calendar days contact the arbitrator to arrange for a mutually convenient hearing date. By mutual agreement the matter may be referred to Expedited Arbitration.

Any decisions within the jurisdiction of the arbitrator will be final and binding upon the parties. The parties agree to make available to each other reasonably pertinent data as may be necessary to adequately examine the circumstances surrounding the grievance. The arbitrator will have authority to interpret the terms of the Agreement, but will not have the authority to function outside the terms of this

Agreement, or to decide any issues not submitted. The arbitrator will not give any decision which modifies, revises, detracts from or adds to any terms or provisions of this Agreement.

The expense and fee of the arbitrator will be equally shared by the Employer and the Union. All other expenses, including but not limited to legal fees, deposition costs, witness fees and any and every other cost related to the presentation of a party's case will be borne by the party incurring them, and neither party will be responsible for the expenses, including wages, of witnesses called by the other party.

ARTICLE 9

HOURS OF WORK AND OVERTIME

Section 9.1 WORK PERIOD

Section 9.1(a) The normal work week, as determined by the Employer, may consist of five (5) eight (8) hour days, four (4) ten (10) hour days or three (3) twelve (12) hour days.

Section 9.1(b) A normal workday will consist of eight (8) hours of work to be completed within eight and one-half (8 ½) or nine (9) consecutive hours. A normal workweek for full-time employees will consist of at least forty (40) hours of work within a seven (7) day workweek. Where staffing allows, the Employer will schedule employees for consecutive days off and provide each employee with the same shift and same hours for each day within the same work schedule. The parties recognize that variations will occur at times in order to cover unanticipated needs. The workdays and work periods as specified in this Article will not constitute guaranteed hours of work.

Section 9.1(c) When an employee is interrupted to work during a meal period, the employee will be provided a paid meal period for that shift.

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) 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.

Section 9.2(a) ASSIGNMENTS IN OTHER LOCATIONS Where the Employer knows that a reassignment to a different Employer location will be an on-going regular assignment, the employee should be notified at least two (2) weeks in advance.

Section 9.3 WORK SCHEDULES A monthly work schedule will be posted at least fourteen (14) days in advance of the effective date of the schedule. Employees will be notified directly of any change in schedule. Except for compelling business reasons beyond the Employer's

control, after the schedule is posted, individual assignment of hours of work during the period of the posting may only be changed by mutual agreement between the employee and Employer. Time off for low census will not be considered a change in the schedule.

Section 9.4 OVERTIME

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.

Section 9.4(b) All overtime must be approved by the immediate supervisor or designee.

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.

Section 9.4(d) If the Employer improperly bypasses an employee for overtime, the employee must notify the supervisor of the error within ten (10) calendar days. If the employee timely notifies the supervisor, the employee will be entitled to the next available overtime opportunity, but will not be entitled to pay for the missed work period. However, if the Employer does not offer an overtime opportunity within two (2) months of the employee's notification, the employee will be paid for the missed opportunity.

Section 9.5 OVERTIME COMPENSATION Overtime will be paid at a rate of one and one-half (1 ½) times the regular rate of pay. Overtime will not be pyramided. All provisions in this Agreement which may require the payment of one and one-half (1 ½) times the employee's regular rate of pay will be considered as overtime whether designated as overtime or premium pay. Time that is paid for at the overtime rate, except for hours worked on a holiday, will count as time worked for the purpose of determining and computing overtime.

Section 9.6 CALCULATION OF EMPLOYEE TIME Employee time will be paid rounded up or down to the nearest tenth of the hour.

Section 9.7 MEAL/REST PERIOD All employees will receive an unpaid meal period of one-half hour or one (1) hour. Employees will not be required to take their lunch period until at least three hours after starting work nor later than three hours before quitting time unless mutually agreed upon between the employee and their supervisor. Employees required by supervision to work during this meal period will be compensated for such work at the appropriate rate of pay. All employees will be allowed the equivalent of two (2) paid rest periods of fifteen (15) minutes

each during each shift of eight (8) hours or more in duration. Employees working twelve (12) hour shifts will receive the equivalent of three fifteen (15) minute paid breaks.

Section 9.8 ADDITIONAL HOURS Assuming skill and competency are not an issue, the Employer will first offer additional scheduled hours to qualified employees within the classification and department who have involuntarily lost hours and then to those employees, by seniority, who have submitted a written request for additional hours. Subject to scheduling requirements and the qualifications required of the task to be performed, regular part-time employees who notify their supervisor in writing prior to the posting of the work schedule that they want extra hours within their classification and department for that schedule will be given an opportunity to work extra available shifts prior to calling in temporary employees. Additional hours will only be assigned if the employee is able to work the hours on a straight time basis without incurring overtime.

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.

Section 9.10 SHIFT ROTATION If shift rotation (days, evenings, nights) is necessary, volunteers will be sought first. If there are insufficient volunteers, shift rotation will be assigned to the least senior qualified employee (including Leads) in the classification and department affected who is available to work the shift at straight time rates without a reduction of their FTE.

Section 9.11 WEEKENDS The Employer will make a good faith effort to schedule all full-time and part-time employees two (2) weekends off out of each four (4) consecutive weekends. Where staffing allows, effort will be made to schedule every other weekend off. This Section will not apply to employees who are hired for weekend shifts only or who voluntarily agree to more frequent weekend duty. The weekend will be defined for day and evening shift personnel as Saturday and Sunday. For night shift personnel, the weekend will be defined as Friday and Saturday night.

Section 9.12 REPORT PAY Employees who report for work as scheduled and are released from duty by the Employer for reasons other than discipline will receive a minimum of two (2) hours' work or two (2) hours' pay. It will be the responsibility of the employee to maintain a current address and telephone number with the Human Resources Department.

Section 9.12(a) The Employer will make a good faith effort to contact an employee at least ninety (90) minutes prior to the start of their scheduled shift in the event the shift is to be canceled due to inclement weather or other reasons.

Section 9.12(b) Employees required to report to work for staff meetings, training or other

similar circumstances (i.e. mandated meetings) will be compensated for such duty with not less than sixty (60) minutes of pay at the employee's regular rate of pay unless overtime is required.

Section 9.13 STAND-BY Employees placed on stand-by for hours outside of their regular schedule will receive fifty dollars (\$50) per week day and sixty-five dollars (\$65) per holiday and weekends.

Section 9.14 Except by mutual agreement, the Employer will not change regularly scheduled hours of work for the purpose of avoiding overtime.

Section 9.15 INCLEMENT WEATHER OR EMERGENCY CLOSURE

- a) 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.
- b) If no decision has been made to close the facility during inclement weather or other emergency, but an employee believes that coming to work or remaining at work would be a risk to personal safety, the employee may use accrued vacation, personal holiday time or compensatory time for the work time missed. If no paid leave is available, the employee may use leave without pay.
- c) Under severe weather conditions or other emergency, as determined by the Chief Executive Officer or his/her designee, up to one (1) hour travel time with pay will be allowed if an employee makes a good faith effort and arrives at work late.

ARTICLE 10

SALARY AND COMPENSATION

Section 10.1(a) WAGE SCHEDULE 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.

Section 10.1(b) SALARY FOR ALL REGULAR EMPLOYEES

Effective November 1, 2019, all full-time and part-time employees will receive a wage increase of two and one-half percent (2.5%). Impacted employees will receive retroactive pay that is calculated on all hours worked since November 1, 2019.

Effective November 1, 2020, all full-time and part-time employees will receive a wage increase of two and one-half percent (2.5%) and all rates in Appendix "A" shall be increased by two and one-half percent (2.5%).

Effective November 1, 2021, all full-time and part-time employees will receive a wage increase of two and one-half percent (2.5%) and all rates in Appendix "A" shall be increased by two and one-half percent (2.5%).

Section 10.1(c) REGULAR PER DIEM EMPLOYEES Per Diem employees will be paid at the classification rate of pay to which they are assigned, plus the pay in lieu of benefits of ten percent (10%).

Section 10.2 SHIFT AND WEEKEND DIFFERENTIAL Employees working weekend hours will receive two dollars (\$2) per hour in addition to the straight-time hourly rate of pay for hours worked on such shift. An employee will be paid the appropriate shift differential for actual hours worked. Exempt employees working a shift for which the majority of hours fall between the hours of 6:00 p.m. and 6:00 a.m. will receive an additional \$20.00 per week (for 1.0 FTE employee, pro rated for less than full time employees on the basis of FTE) and non-exempt employees working a shift for which the majority of hours fall between the hours of 6:00 p.m. and 6:00 a.m. will receive an additional fifty cents (\$0.50) per hour for such shift. Exempt employees shall be eligible to receive such differential pay for all applicable hours. For hours for which a weekend or night shift differential might apply, the employee shall receive the higher differential, but not both.

Section 10.2(a) SHIFT DIFFERENTIAL Employees will be paid shift differential for all hours worked on the weekend any day of the week. Shift differential will be considered a part of an employee's regular rate, if the employee is regularly assigned to the shift, unless this Agreement specifically provides otherwise. The weekend is from Friday at 12:00 a.m. (midnight) through Sunday at 12:00 a.m. (midnight).

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.

Section 10.4 LEAD PAY Employees assigned lead responsibilities by the Employer will receive one dollar (\$1.00) per hour in addition to the contract rate of pay. 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.

Section 10.5 WORK ON AN UNSCHEDULED DAY Employees not on-call who are called to work on an unscheduled day will be paid an additional one dollar (\$1.00) per hour for all hours worked on an unscheduled day. Travel time to and from the Employer's facility will not be considered time worked.

Section 10.6 TRAINING PAY Training and orientation of new employees will be done by the lead/supervisor/manager of the department the staff is assigned to. If a co-worker other than the lead is training, the hours of training the new employee will be paid one dollar (\$1.00) per hour in addition to their normal regular hourly scale.

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.

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 will be reimbursed in accordance with the Employer's policy. Employees who use their own vehicles in the function of their work 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).

Section 10.9 DEMOTION PAY If an employee transfers to a lower paying classification, the employee will be placed at the same step of the previously held position.

Section 10.10 PROMOTION PAY Employees promoted to a higher paid job classification will be placed on the wage scale of Appendix "A" at the nearest step to their previous rate of pay, rounding up, plus 2.5%.

ARTICLE 11

HOLIDAYS

Section 11.1 Regular pay including differential will be granted to all full-time employees for each of the following holidays. Regularly scheduled part-time employees who do not elect pay in lieu of benefits will be granted holiday time on a pro rata basis in proportion to hours worked. If the holiday falls on the employee's regular day off, the employee may request and will be granted either the extra day's pay or a comp day off within thirty (30) days or when mutually agreed on by the Employer and employee.

New Year's Eve	5:00 p.m. closure
New Year's Day	January 1 st
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	2:00 p.m. closure

Christmas Day
One (1) Personal Holiday

December 25th

Section 11.2 HOLIDAYS DURING WEEKENDS OR TIME OFF If the holiday falls on a Saturday, it will be observed the preceding Friday. If it falls on a Sunday, it will be observed the following Monday. If the holiday falls during an employee's paid absence (such as vacation, sick leave or leave of absence), the employee will receive holiday pay instead. If the holiday falls on the employee's regular day off, the employee may request and will be granted an extra day off during that work week. All eligible employees required to work on a holiday will be paid time one-half (1 ½) their regular rate of pay.

Section 11.3 It is agreed that holiday work will be rotated from year to year.

Section 11.4 Night employees are to receive holiday pay for the shift where the bulk of the hours worked are on the holiday date.

ARTICLE 12

VACATION

Section 12.1 VACATION YEAR The vacation year will be based upon an employee's anniversary date as a regular employee. Vacations may be taken at any time during the vacation year mutually agreeable to the Employer and the employee.

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. 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. Seniority will prevail on vacation selections.

Section 12.3 VACATION ACCRUAL Employees will be entitled to annual vacation benefits in accordance with the following schedule:

<i>Length of Employment</i>	<i>Paid Vacation Days</i>	<i>Hours</i>
1 yr.	12 working days	96 hours
2 yrs.	15 working days	120 hours
3 yrs.	18 working days	144 hours
4 yrs.	21 working days	168 hours
9 yrs.	23 working days	184 hours
12 or more yrs.	25 working days	200 hours

Section 12.4 VACATION CARRYOVER Each employee's vacation year is based on the employee's anniversary date of hire as a regular employee. Employees may carryover an unused balance of up to 208 hours each calendar year. If an employee has in excess of 208 hours as of December 31st each year, such hours will be forfeited. Any exception must be approved by the supervisor, in writing, in advance of the date shown on the earnings statement. It will be the Employer's responsibility to see that the time is arranged for annual vacations.

Section 12.5 VACATION PAY Vacation pay will be the rate of pay the employee would have received had the employee worked during the time of vacation.

Section 12.6 VACATION SCHEDULING

Section 12.6(a) VACATION POSTING PERIOD Vacations will be scheduled by seniority within a department or work unit during the selection period of January 1 through February 14 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 of each year for the vacation period of March 1 through February 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 Monday in March.

Section 12.6(b) VACATION REQUESTS OUTSIDE POSTING PERIOD Requests for vacation that are submitted after the bidding period will be considered on a "first-come first-served" basis. Vacation requests received after the bidding period will be submitted in writing and will be responded to within fourteen (14) days after receipt of the request.

Section 12.6(c) Once approved by management, scheduled vacation may only be changed with the mutual written approval of the employee and management except in an emergency. The employee's supervisor will accommodate a request by an employee to cancel their scheduled vacation time.

Section 12.7 Vacation may be taken in quarter hour, hourly, daily or weekly increments; however, employees are encouraged to take vacation in weekly blocks.

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 the Agreement, fifteen percent (15%) and on January 1, 2016, seventeen percent (17%).

The Employer will notify the Union of its intent to change carriers or any benefit plan design at least ninety (90) days prior to the renewal date. The Employer and the Union will jointly review the proposed changes and will include in its review data on usage rates, rate changes and employee input including formal and informal survey data as appropriate.

Section 13.2 UNEMPLOYMENT COMPENSATION Unemployment compensation will be provided by the Employer as required by law.

Section 13.3 WORKERS' COMPENSATION The Employer will provide Workers' Compensation insurance as required by law.

Section 13.4 The Employer will arrange to give chest X-rays (if related to tuberculosis), tuberculin skin tests and any other tests as required by State law at no cost to the employees.

Section 13.5 RETIREMENT During the term of this Agreement, the Employer will continue in full force and effect its employee retirement plan.

Section 13.6 EMPLOYER RETIREMENT CONTRIBUTION AMOUNT On the effective date of this Agreement, the Employer will match employee contributions to the Employer's 403(b) Plan to a maximum of the equivalent of 3% of the employees' wages or salary. Such Employer contributions will be remitted to the Plan and will be made on all contributions made by the employee.

Section 13.7 VOLUNTARY CONTRIBUTION TO RETIREMENT PLAN An amount may be elected by each employee as a reduction in hourly wages for the purpose of contributing such amount into the Employer's 403(b) plan. The Employer agrees to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and not later than the next payroll period following an employee's written request for such wage diversion. Employees may elect to divert any amount up to the maximum threshold set by the IRS rules governing 403(b) plans. An employee will be entitled to only one (1) election each quarter of a calendar year. The forms for the election will be provided by the Employer. The resulting salary level will be considered to be the negotiated salary level for that employee following the election. However, for the purposes of determining any other amounts under this Agreement based upon wage level, the original wage amount before deferral will apply.

ARTICLE 14

SICK LEAVE AND LEAVES OF ABSENCE

Section 14.1 ACCRUAL OF SICK LEAVE Sick leave with pay will be earned by all regular full-time employees at the rate of eight (8) hours per month (12 days per year) and part-time employees will earn sick leave at the percentage rate of their FTE. New employees are entitled to a proportionate accrual of sick leave for their first month. Sick leave may be taken in quarter hour increments.

Section 14.2 A leave of absence is time off from the job without loss of seniority or accrued benefits. The employee will be placed in his/her former position when returning from a leave of absence lasting six (6) months or less. The job to be offered upon return after six (6) months is subject to the circumstances existing at the time of return to work, and may not be the same position as the job vacated; this commitment will supersede the job posting procedure specified in Section 6.9 of this Agreement. If there has been a reduction in force during the leave of absence such that the employee would have been laid off even if he or she had not been on leave, the employee will be considered for other available positions, consistent with the provisions of this Agreement. Further, the salary of an employee returning from a leave of absence will not be less than that paid prior to the granting of the leave of absence provided the employee returns to the same position from which he or she took leave. Failure to return to work in accordance with the terms of a leave of absence will be grounds for dismissal.

Section 14.3 LEAVES PROVIDED BY APPLICABLE STATUTE The Employer will apply all state mandated leave provisions including the Family Leave Act and any regulations regarding pregnancy and childbirth related conditions. TCCH supports healthy families and shall comply with applicable terms and conditions of all Washington State leave acts. The Employer will abide by all City, State or Federal mandated leave law including:

1. Family and Medical Leave (29 U.C §2601 et seq., and RCW 49.78).
2. Family Care Act Leave (RCW 49.12.265).
3. Pregnancy Disability Leave (RCW 49.60).
4. Military Leave (RCW 73.16 and 39 USC §§ 4301 et.seq.).
5. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).
6. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
7. Leave for Certain Emergency Services Personnel (RCW 49.12.460).
8. Washington State Paid Sick Leave Law (Initiative 1433).
9. Washington State Paid Family and Medical Leave.

Section 14.4 Leaves may be granted for the following reasons:

Section 14.4(a) FAMILY MEDICAL LEAVE The Employer and the Union recognize the applicability of the Washington Family Leave Act and the Federal Family and Medical Leave Act of 1993 to this Agreement. The Employer will comply fully with these Acts, and an employee may take leave as is provided by them or by this Agreement.

Following is a brief description of some of the FMLA rules and requirements. Because this description is simplified and does not attempt to cover all points, the actual FMLA rules and requirements control in every situation.

Eligible employees who have worked more than 1250 hours in the previous twelve (12) months may request a twelve (12) week unpaid leave for:

- a) The birth of a child.

- b) Adoption of a child.
- c) Care for a seriously ill child, spouse or parent.
- d) Own serious illness.

This leave is available once in a twelve (12) month period.

Employees who have met all the conditions for the leave are guaranteed reinstatement to the same or similar job at the same rate of pay including contractual increases. The Employer will maintain the current level of medical benefits up to twelve (12) weeks during such leave, provided the employee pays the employee's portion of the premium and the employee returns to work at the end of the leave. Employees will first access their sick leave bank and then accrued vacation, until their vacation bank reaches 40 hours at which time they may elect to take leave without pay for the remainder of the leave which the employee is eligible.

Section 14.4(b) WASHINGTON PAID FAMILY & MEDICAL LEAVE The parties intend that they will follow Washington law with respect to leave available to employees pursuant RCW 50A. Consistent with applicable Washington law, employees shall be granted up to twelve (12) weeks of paid family leave to care and bond within twelve (12) months of the birth, adoption or placement of a child younger than eighteen (18) years of age, and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. Consistent with applicable Washington law, an additional 2 weeks of leave will be available when the leave is a result of pregnancy complications; and employees are eligible for up to 16 weeks of leave when family and medical leave are used in combination. For example, an expecting mother could use 8 weeks of medical leave for bed rest. As permitted by Washington law, the mother could then use an additional 8 weeks of family leave after giving birth to care and bond with the new child. As provided by Washington law, health and welfare benefits shall remain in full force and affect during such leave but employees shall not accrue vacation or sick leave while out on unpaid leave. Employees may receive compensation while out on this leave from the Washington State Employment Security Department. The Employer and employees shall pay their own premium share as required by law.

Section 14.4(c) JURY DUTY Time off with pay for up to two (2) weeks will be granted to regular full-time and regular part-time employees who are called for service on any court jury duty. Employees will receive their regular straight-time earnings in accordance with an employee's regularly scheduled hours of work during jury duty and remit the fees they receive for such service to the Employer. Employees who are regularly scheduled to work evening and night shifts will lose no pay for a regularly scheduled shift if required to rearrange their hours to accommodate jury duty service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received. The employee must give the Employer prompt notice of the call for jury duty.

Section 14.4(d) WITNESS LEAVE Any employee who is called to be a witness on behalf of the Employer or to testify concerning issues that arose during the course of their employment will be paid for such time at the straight time rate of pay, including any applicable shift differential. In the event that an employee is subpoenaed to testify in any other judicial proceeding, the employee will be allowed time off with the use of vacation, as required by the

subpoena.

Section 14.4(e) EDUCATION LEAVE When requested using the appropriate forms, a paid leave of absence for attending workshops and educational meetings may be granted to employees who attend with the agreement of the Employer. In addition, all legitimate expenses for such workshop or meetings approved in advance by the Employer will be paid.

Section 14.5 Leaves with pay will not alter the employee's anniversary date of employment or otherwise affect the employee's rate of pay or status with the Employer.

Section 14.6 LEAVE WITHOUT PAY

Section 14.6(a) Leave without pay for a period of one-hundred and eighty (180) calendar days or less will not alter an employee's anniversary date of employment or the amount of vacation which would otherwise be earned by the employee.

Section 14.6(b) Leave without pay for a period in excess of one-hundred and eighty (180) calendar days will result in the employee's anniversary date of employment being adjusted to reflect the period of leave.

Section 14.6(c) MILITARY LEAVE Leave required in order for an employee to maintain status in a military reserve of the United States will be granted in accordance with applicable law and will not be considered part of annual vacation, unless requested by the employee.

Section 14.6(d) HEALTH REASONS In addition to FMLA, leave will be granted without pay for health reasons for a period up to three (3) months, upon the recommendation of a physician, without loss of accrued benefits. Seniority will accrue during the unpaid portion of health leave. The Employer will provide health insurance with employee contribution for up to ninety (90) days during such leave at the same level of benefit which was provided prior to the commencement of the leave.

Section 14.6(e) UNION LEAVE Leave without pay for up to five (5) days per calendar year will be granted upon request of an employee for Union business or educational conferences and workshops.

Section 14.7 Failure to return from a leave of absence as agreed, without prior written notification, will be considered an automatic resignation.

Section 14.8 BENEFITS AND STATUS Leave without pay will not affect an employee's compensation, accrued hours, benefits or status with the Employer. An employee on a leave without pay will not lose seniority during the leave of absence.

Section 14.9 Except for FMLA requirements, medical/dental coverage will be continued for an employee during a leave of absence, if permitted by the medical/dental plan, providing the employee prepays any required amount necessary for the period of the leave.

Section 14.10 INDUSTRIAL ACCIDENT LEAVE Employees may use sick leave and vacation to supplement Workers' Compensation to equal the employee's regular rate of pay. An

employee will be placed in his/her former or comparable position when returning from an Industrial Accident Leave lasting two (2) years or less at the rate of pay that includes any contractual increases. The Employer will actively assist an employee unable to return to his/her previously held position in finding alternative employment with the Employer.

ARTICLE 15

EDUCATION, TRAINING, CERTIFICATION AND LICENSES

Section 15.1 IN-SERVICE In-service education programs will be made available to all staff in a particular department and/or classification and posted in advance. The posting will include whether attendance is mandatory. Time spent at mandatory in-service meetings will be considered time worked and paid at the appropriate rate of pay. Other employees may attend in-service education on paid time with the advance approval of their supervisor or on an unpaid voluntary basis if paid time is not approved.

Section 15.2 PROFESSIONAL DEVELOPMENT The Employer will continue to pay for any job relevant licenses and/or certifications.

ARTICLE 16

NON-DISCRIMINATION

Section 16.1 The Employer agrees that it will not discriminate against an employee because of his/her membership in the Office and Professional Employees International Union Local No. 8.

Section 16.2 The Employer and the Union will not discriminate on account of an employee's race, creed, color, age, sex, marital status, sexual orientation, sensory or physical handicap; provided that, bona fide occupational requirements and the ability to perform the requirements of the job are not thereby waived.

Section 16.3 The Employer agrees to the principle of equal pay for equal work and agrees there will be no discrimination exercised in this respect. In all cases where employees are performing work of a comparable quality and quantity as another, the same rate of pay will prevail.

ARTICLE 17

HEALTH AND SAFETY

Section 17.1 The Employer will maintain a safe and healthful workplace in accordance with state, local and federal safety regulations and laws.

Section 17.2 The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by the workplace. The Employer will fully comply with the Americans with Disabilities Act (ADA).

Section 17.3 The Employer will form a Health and Safety Committee composed of employee

and Employer representatives. This Committee will meet on a regular basis, at least quarterly each year, to investigate health and safety issues and to advise the Employer of educational and preventative health measures for the workplace and its employees. Such meetings during normal working hours will be considered time worked for all bargaining unit committee members.

Section 17.4 The Employer agrees to provide lab coats for those employees who are required to wear them. A yearly allowance of \$200 will be paid such employees in increments of \$100 on one's anniversary date and six (6) months later. Employees issued lab coats that are laundered by the Employer will not receive this allowance.

ARTICLE 18

SEPARABILITY

In the event that any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, or by a federal or state authority, such provision(s) will not be enforced by either party herein, but all other provisions of this Agreement not invalidated will remain in full force and effect. If any provision(s) should be declared invalid or unlawful, the parties will meet within thirty (30) days to negotiate a substitute provision(s).

ARTICLE 19

SUCCESSORS

In the event the Employer will, by merger, consolidation, sale of assets, transfer, lease, franchise or by any other means, enter into an agreement with another health care provider, business entity or individual party which, in whole or in part, affects the existing collective bargaining unit, then such successor will recognize the Union as the sole collective bargaining agent for all bargaining unit employees and will negotiate in good faith as required under the National Labor Relations Act (NLRA). The Employer will have an affirmative duty to call this provision of the Agreement to the attention of any health care provider, business entity or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE 20

NO STRIKE/ NO LOCKOUT CLAUSE

During the term of this Agreement there will be no lockout of the employees by the Employer. It is hereby agreed that the Union, its officers, agents, members and employees will not take part in, nor call, sanction, foster, nor support any strike, work stoppage, slow-down, concerted mass sickness or any denial of services which would interfere with the Employer's operation during the term of this Agreement. Should a strike, concerted mass sickness, boycott or any other interruption of work occur, the Employer will immediately notify the Union of the existence of such activity and the Union will take all reasonable and necessary steps to prevent and stop all such interference.

Such reasonable and necessary steps will include, but may not be limited to, promptly

dispatching a representative of the Union to the scene of the interference to make a good faith effort to immediately end or avert such action(s), demand each employee immediately cease any activities violating this Article and to return to work and honor the terms of this Agreement. Employees who engage in any foregoing actions may be subject to disciplinary action as determined by the Employer.

ARTICLE 21

LABOR/MANAGEMENT COMMITTEE

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. The function of the Committee will be advisory. 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.

The Labor/Management Committee will establish a mutually agreeable meeting schedule, not to exceed 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 hour per meeting unless the parties mutually agree to extend the meeting time.

ARTICLE 22

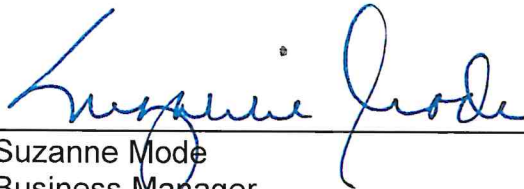
DURATION OF AGREEMENT

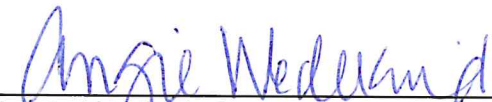
All terms and conditions of this Agreement will be effective November 1, 2019. This Agreement will remain in effect through October 31, 2022 and from year to year thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement by giving written notice to the other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

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – TRI-CITIES COMMUNITY HEALTH

This Agreement is executed this 13th day of November 2020.

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO**

By 
Suzanne Mode
Business Manager

By 
Angie Wedekind
Union Representative


By 
Azure Buckenberger
Negotiating Committee

By _____
Yesenia Colvin
Negotiating Committee

By 
Ana Gonzalez
Negotiating Committee

By 
Ana Rodriguez
Negotiating Committee

TRI-CITIES COMMUNITY HEALTH

By 
James Davis
Chief Executive Officer

By 
Ana Ruiz Ramirez
Board Chair

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Grade 5A	17.59	18.03	18.48	18.94	19.42	19.90	20.40	20.91	21.43	21.97	22.52	23.08	23.66	24.25
Certified Para Optometric Assistant														
Maintenance														
Grade 5B	18.59	19.05	19.53	20.02	20.52	21.03	21.56	22.10	22.65	23.22	23.80	24.39	25.00	25.63
Certified Para Optometric Technician														
Grade 6	19.79	20.29	20.79	21.31	21.85	22.39	22.95	23.53	24.12	24.72	25.34	25.97	26.62	27.28
Substance Use Disorder Professional														
Pharmacy Technician														
Certified Optician														
Billing Specialist II														
Grade 6A	21.29	21.82	22.37	22.93	23.50	24.09	24.69	25.31	25.94	26.59	27.25	27.93	28.63	29.35
Mental Health Case Manager														
340B Pharmacy Technician														
Grade 7	24.27	24.88	25.50	26.14	26.79	27.46	28.15	28.85	29.57	30.31	31.07	31.85	32.64	33.46
Radiologic Technologist														
Grade 8	24.86	25.48	26.11	26.77	27.44	28.12	28.83	29.55	30.28	31.04	31.82	32.61	33.43	34.26
Central Intake Specialist														
Grade 9	27.04	27.72	28.41	29.12	29.85	30.60	31.35	32.14	32.94	33.77	34.61	35.48	36.37	37.28
Mental Health Therapist														
BM Social Worker I (LICSW-Associate)														
Grade 9A	29.80	30.55	31.31	32.09	32.89	33.72	34.56	35.42	36.31	37.22	38.15	39.10	40.08	41.08
BM Social Worker II (LICSW)														
Grade 10	33.19	34.02	34.87	35.74	36.63	37.55	38.49	39.45	40.44	41.45	42.49	43.55	44.64	45.75
Dental Hygienist														

p:contract/TCCH Appendix A effective 11.01.20

psiel#1239/afi-cio

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Patient Services III														
Grade 5A	18.03	18.48	18.94	19.42	19.90	20.40	20.91	21.43	21.97	22.52	23.08	23.66	24.25	24.85
Certified Para Optometric Assistant Maintenance														
Grade 5B	19.05	19.53	20.02	20.52	21.03	21.56	22.10	22.65	23.22	23.80	24.39	25.00	25.63	26.27
Certified Para Optometric Technician														
Grade 6	20.29	20.79	21.31	21.85	22.39	22.95	23.53	24.12	24.72	25.34	25.97	26.62	27.28	27.97
Substance Use Disorder Professional Pharmacy Technician Certified Optician Billing Specialist II														
Grade 6A	21.82	22.37	22.93	23.50	24.09	24.69	25.31	25.94	26.59	27.25	27.93	28.63	29.35	30.08
Mental Health Case Manager 340B Pharmacy Technician														
Grade 7	24.88	25.50	26.14	26.79	27.46	28.15	28.85	29.57	30.31	31.07	31.85	32.64	33.46	34.30
Radiologic Technologist														
Grade 8	25.48	26.11	26.77	27.44	28.12	28.83	29.55	30.28	31.04	31.82	32.61	33.43	34.26	35.12
Central Intake Specialist														
Grade 9	27.72	28.41	29.12	29.85	30.59	31.36	32.14	32.95	33.77	34.62	35.48	36.36	37.28	38.21
Mental Health Therapist BM Social Worker I (LICSW-Associate)														
Grade 9A	30.55	31.31	32.09	32.89	33.72	34.56	35.42	36.31	37.22	38.15	39.10	40.08	41.08	42.11
BM Social Worker II (LICSW)														
Grade 10	34.02	34.87	35.74	36.63	37.55	38.49	39.45	40.44	41.45	42.49	43.55	44.64	45.75	46.90
Dental Hygienist														