

Agreement by and  
between  
**UFCW 3000**  
and  
**Conifer Revenue Cycle  
Solutions, LLC**

Effective: 10-14-2021 - 10-31-2024

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

# WEINGARTEN RIGHTS

## Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

*"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law."*

**Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:**

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

## Discipline? Contract violations?

## Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

**Call the Member Resource Center at: 1-866-210-3000**

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**CONIFER REVENUE CYCLE  
SOLUTIONS, LLC**

**AND**

**UNITED FOOD & COMMERCIAL  
WORKERS INTERNATIONAL UNION,  
LOCAL 3000**

**Effective**

**October 14, 2021 through October 31, 2024**

**AGREEMENT BY AND BETWEEN  
CONIFER REVENUE CYCLE SOLUTIONS, LLC  
and  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL NO. 3000**

This Agreement is entered into by and between Conifer Revenue Cycle Solutions, LLC referred to hereinafter as the “Employer” and the United Food and Commercial Workers International Union, Local No. 3000, referred to hereinafter as the “Union.”

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth the basic terms of agreement covering wages, hours, and conditions of employment to be observed by the parties to this Agreement for the Covered Employees (as defined in Article 1 herein). In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

**ARTICLE 1 – RECOGNITION AND BARGAINING UNIT**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all Covered Employees (as defined below) whose classifications appear in Appendix A of this Agreement and who work at the following locations:

- A. BUSINESS OFFICE (4205 WEATON WAY, BREMERTON)
- B. HMH (MAIN HOSP - 2520 CHERRY AVE, BREMERTON)
- C. HPO (PORT ORCHARD - 450 S KITSAP BLVD, PORT ORCHARD)
- D. HSC (SILVERDALE - 1800 NW MYHRE RD, SILVERDALE)
- E. HUR (BELFAIR URGENT CARE - 21 NE ROMANCE HILL RD, BELFAIR)

herein after defined as “Covered Employees.” Excluded from the terms of this Agreement shall be all supervisory, confidential and security personnel as defined in the National Labor Relations Act.

1.1 **New Job Classifications.** The Employer will advise the Union if it establishes any new job classification appropriate to this bargaining unit.

**ARTICLE 2 – UNION SECURITY**

2.1 **Union Membership.** All employees covered by this Agreement on its effective date or subsequently hired will, no later than thirty-one (31) days following the beginning of their employment or the signing of this Agreement, whichever is later, become and remain members of the Union in good standing as a condition of continued employment however, 2.1 will not apply

to any covered employee who resides in a state where such provision is not enforceable.

2.2 **Failure to Join.** In the application of Section 2.1, Union Membership, and subject to its enforceability, when the Employer is notified by the Union in writing that an employee of over thirty-one (31) days has failed to make application and tender the Union initiation fee, or reinstatement fee, or is not a member in good standing by failing to tender the Union dues, the Employer will within thirty (30) days terminate such employee. Such employee will not be reemployed by the Employer during the life of this Agreement until notified by the Union that the employee is a member in good standing in the Union. For the purposes of this Agreement, "in good standing" is intended to mean an employee's dues and initiation fees are paid up in accordance with the Constitution of the Union and/or within the meaning of the Labor-Management Reporting and Disclosure Act of 1959. The Union shall indemnify and hold the Employer harmless from all claims, demands, suits or other form of liability that may arise against the Employer for any action the Employer takes to comply with its obligations under this Section 2.2.

2.3 **Dues Deduction.** The Employer agrees to deduct dues and initiation fees from the wages of each employee who signs an authorization card as provided by law. The Employer agrees to forward such dues to the office of the Union monthly. It is further agreed that the Employer shall be held harmless with respect to any charge or allegation by an employee regarding the implementation of any provision of Section 2.1, Union Membership. The Union and each employee authorizing the assignment of wages for the payment of Union dues shall both undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other form of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee or otherwise complying with its obligations under this Section 2.3.

2.4 **Notification; Distribution of Contract.** The Employer agrees that new employees covered by this Agreement shall be advised of the Union's representation status. The Employer further agrees to make a good faith effort to distribute a copy of this Agreement to each new eligible employee, through its electronic on boarding system, updated copies to be provided by the Union. Additionally, the Union shall be allowed to distribute a copy of this Agreement to each new eligible employee during the New Hire Access meeting provided in Section 3.5.

2.5 **Bargaining Unit Roster.** The Employer shall furnish to the Union electronically a roster of all bargaining unit employees once a month, which shall include employee name, job title, employment status including full-time equivalent (FTE), department, work location, hourly rate, hire date (new hire date as appropriate), termination date (as appropriate), seniority date, status change date, social security number, telephone number and home address. The Union shall indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of sharing employee information with the Union or otherwise complying with its obligations under this Section 2.5.

2.6 **Bargaining Unit Work.** The Employer agrees that the practice of utilizing non-bargaining unit personnel at Employer locations listed in Article 1 for certain functions performed by Covered Employees (as defined in Article 1) will not result in the elimination of bargaining unit positions or

reduction in bargaining unit hours without prior notification to the Union. In the event a non-bargaining unit employee(s) performs bargaining unit work, then scheduled hours of bargaining unit employees shall not be altered for the posted schedule regardless of remaining workflow, with the exception of emergency situation covered in Article 4.6.

2.7 **Voluntary Political Action Fund Deduction (Active Ballot Club).** During the term of this Agreement, the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club) and any related wage deduction agreement. When filed with the Employer, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least two dollars (\$2) per pay period. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee or otherwise complying with its obligations under this Section. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the political action fund deduction provided for in this Agreement. The Employer and Union agree that one quarter of one percent (.25%) of all amounts collected for this fund is a reasonable amount to cover Employer costs of administering this semi-monthly deduction. Accordingly, the parties agree that the Employer will retain one quarter of one percent (.25%) of all amounts deducted for the voluntary political action fund to reimburse the employer for its reasonable costs of administering the deductions.

### ARTICLE 3 – UNION REPRESENTATION

3.1 **Access to Premises.** The Employer in full consideration of quality patient care and efficient business operations agrees that the Union Representative shall have access to the Employer's worksite for the purpose of administering the terms of this Agreement. Such access shall not disrupt the normal operations of the Employer and shall be consistent with reasonable restraints regarding the safety and well-being of patients. The Union Representative shall contact the on-call supervisor's pager, the pager number will be provided to the union, to notify him or her prior to arrival.

3.2 **Shop Stewards.** The Employer agrees that the Union may establish Shop Stewards for the purpose of administering the terms of this Agreement. The Employer shall receive the names of any Shop Stewards so delegated. The cost of time spent in performing such functions shall not be borne by the Employer unless the Steward is able to be released by the Employer to attend an investigatory, disciplinary, or grievance meeting to help resolve grievances related to the terms of this Agreement.

3.3 **Bulletin Board.** The Employer shall furnish a bulletin board at each Employer facility for the use of the Union. The Employer reserves the right to remove any discriminatory notices or information with profane content provided, and the Union agrees not to post any such content, however, that the Employer shall notify the Union Representative as soon as possible of its removal with a copy of the posting and the reason for its removal. The Union agrees to limit the posting of Union materials to the bulletin boards designated by the Employer.

3.4 **Labor Management Committee.** The Union and the Employer agree to convene a Labor Management Committee at least quarterly or more frequently if mutually agreed for the purpose of seeking resolution on issues of common concern. The Committee will be comprised of four (4) bargaining unit members and one Union Representative plus management representatives. Participants shall receive no loss of pay or overtime for participation in such meetings. The Labor Management Committee shall in all cases include a representative of the Union and Human Resources. The parties further agree to the following standing agenda items: Bonus, Healthcare.

3.5 **New Hire Access.** The Employer will provide the Union access to new hires in the bargaining unit within the first fourteen (14) days of their employment for the purpose of introduction and orientation to the Union pursuant to this section. Subject to the request of the Union and the Employer's scheduling requirements, this shall be done by a Union Representative or Shop Steward who will be allowed up to fifteen (15) minutes for such meeting to introduce the Union contract to newly-hired employees in the bargaining unit. Such presentation will be on the Steward's non-paid time, which may include the Steward's lunch break time.

3.6 **Negotiations.** Subject to appropriate advance notification by employees, negotiating team members shall be given unpaid release time for contract negotiations. Time spent during contract negotiations will be treated as time worked only for the purposes of seniority and benefit accrual. Upon the completion of contract negotiations, the employees shall inform Human Resources of the time each spent in contract negotiations.

#### ARTICLE 4 – DEFINITIONS

4.1 **Regular Employee.** A regular employee is one who has satisfactorily completed the conditional period. A regular employee may work on either a regularly scheduled full-time or regularly scheduled part-time basis.

4.2 **Full-time Employee.** A regular full-time employee is one who in the performance of assigned responsibilities normally works a continuing schedule of at least thirty (30) hours per week.

4.3 **Part-time 1 Employee.** A regular Part-time 1 employee is one who in the performance of assigned duties normally works a regular schedule of twenty-four (24) hours or more, but less than thirty (30) hours per week. A Part-time 1 employee's eligibility for benefit programs is subject to the terms and conditions of the applicable program or plan and the Employer's eligibility requirements.

4.3.1 **Part-time 2 Employee.** A regular Part-time 2 employee is one who in the performance of assigned duties normally works a regular schedule of less than twenty-four (24) hours per week. A Part-time 2 employee's eligibility for benefit programs is subject to the terms and conditions of the applicable program or plan and the Employer's eligibility requirements.

4.4 **Conditional Employee.** A conditional employee is one who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the employee shall become a regular employee unless specifically advised by the Employer of an extended conditional period for up to an additional ninety (90) days, the conditions of which shall be specified in writing. The Union shall be notified in writing of any extension of an employee's conditional period. During the conditional period, an employee may be terminated without notice and without recourse to the grievance procedure.

4.5 **Per Diem Employee.** Per diem employees are those who work on an "as needed" basis. The Employer offers this position in limited classifications and to limited numbers of employees. A full-time or part-time employee may request a change to per diem status, providing a per diem position is available. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days of requesting such change of status. Per diem employees shall retain previously accrued seniority and benefits in the event of return to regular status within a rolling twelve (12) months.

4.6 **Emergency.** For purposes of this Agreement, "Emergency" or "Emergency Situation," shall be understood to be an unanticipated situation and shall include, without limitation, building or office space inaccessibility or evacuation, building utilities problems, unplanned computer system problems, unexpected employee absences (other than PTO-related sick leave taken in accordance with Company policy) or separations, unexpected changes in patient census or unexpected work projects.

4.7 **Length of Service (Calculation of Accruals).** For purposes of benefit administration, longevity is the length of continuous employment of a regular employee with the Employer, regardless of classification or bargaining unit status. Determination of length of service for benefits administration for regular full-time and regular part-time employees shall be based on all straight-time hours worked, time paid for but not worked, and time on Workers' Compensation leave or any other protected leave.

4.8 **Regular Rate of Pay.** The regular rate of pay shall be defined to include the employee's hourly wage rate, applicable differentials and premiums as defined by the Agreement and any other amounts required to be included by the Fair Labor Standards Act.

4.9 **Employer's Designated Representative.** Unless changed upon written notification to the Union, the Employer's Designated Representative during the term of this agreement is the Senior Managing Counsel, contact information provided separately.



## ARTICLE 5 – EMPLOYMENT PRACTICES

5.1 **Nondiscrimination.** It is agreed that there shall be no discrimination in wages or employment conditions based upon sex, age, race, color, creed, national origin, religion, sexual orientation, disability, marital status, military or veteran's status, political activity, HIV and Hepatitis C status, gender identity, genetic information, union membership or any activity protected by the Labor Management Relations Act. Alleged violation of this article may be addressed through the grievance procedure. However, prior to referral to arbitration, an employee must decide with the Union whether to continue to use the grievance procedure or the procedure established by applicable regulatory agencies. The Employer shall be notified of this decision in writing. The employee's choice of one (1) procedure shall preclude the utilization of the other, to the extent permitted by applicable law.

5.2 **Notice of Reduction in Force.** In the event of a reduction in force, regular full-time and regular part-time employees who have completed one (1) year of employment shall be entitled to two (2) weeks' notice, or pay in lieu thereof, plus any accrued, unused annual leave. Additionally, employees subject to reduction shall be eligible for severance based on the employee's years of service as defined in Article 6.2.

5.3 **Notice of Resignation.** Employees are encouraged to give at least twenty-eight (28) days' advance notice of resignation and shall be required to give the Employer at least fourteen (14) days' written notice of resignation. Failure of an employee to give the required fourteen (14) day written notice of resignation shall result in forfeiture of the employee's accrued annual leave. The Employer will give consideration to situations that would make such 14-day resignation notice by the employee impossible.

5.4 **Discipline and Discharge.** The Employer shall have the right to discipline or discharge employees for just cause. Progressive discipline shall normally be followed but shall not be required for serious violations of Employer policy, such as, but not limited to, theft, dishonesty, fighting, willful misconduct, illegal drug use, drunkenness, walking off the job during a shift or failure to report to work without notice. The Employer's failure to discharge or discipline an employee for the violation of a work rule shall not constitute a waiver by the Employer of the right to discipline or discharge for violation of the same or other rules; provided, however, that said judgment shall be exercised in good faith and based upon established job criteria. The Employer agrees that any discipline imposed shall be done in a private manner. The Employer and Employees agree that there shall be no public display of any personnel data or records of any employee. Nothing herein shall prohibit the Employer from providing personnel data or records to a government agency or otherwise complying with applicable legal obligations.

5.4.1 **Union Representation.** Employees shall have the right to have a Union Representative present during any formal disciplinary meeting and may request reasonable postponement until a representative of the Union is available.

5.5 **Personnel File.** Twice a year, an employee shall be allowed to review his or her personnel file at such time as the parties may agree. Employees shall be allowed to provide written responses to any discipline or employee evaluation provided such documentation is

submitted within fourteen (14) days of issuance. Such written responses shall be maintained in the employee's personnel file. Except for documents addressing matters involving gross misconduct (for example, breach of patient confidentiality, patient abuse, harassment, stealing, assault, substance abuse, etc.) documentation related to discipline cannot be used for progressive discipline after one year (extended for any leave of absence), provided no further related discipline has been issued during that time period.

5.6 **Business Travel**. If an employee is required by the Employer to use his or her own vehicle to travel in order to conduct Employer business, the employee will be reimbursed for mileage, and all other reasonable expenses that exceed the expenses normally incurred by the employee during their regular commute and in accordance with the Employer's policy.

5.7 **Americans with Disabilities Act**. The seniority provisions of this Agreement are subject to the Employer's duty under the Americans with Disabilities Act to accommodate the disability of a qualified employee or applicant with a disability. To the extent permitted by the employee at issue and applicable law, the Employer will provide the Union with notice of a proposed accommodation, which affects the Employer's compliance with the provisions of this Agreement.

5.8 **New Technology**. In the event that the Employer intends to institute new technological methods, systems or equipment which materially impacts employment covered by this Agreement, the Employer shall give the Union at least thirty (30) days' written notice setting forth the nature of such intended changes and/or methods of operation.

5.9 **Reassignment to New Classification**. In the event an employee is reassigned by the Employer to a new classification, such employee shall be placed at a longevity step in the range most similar to the employee's current pay for the new classification which represents no decrease in the hourly rate. In the event an employee's previous rate is above the top step of the new position, the employee will maintain their current wage rate. Calculation for future step increases shall be on the same date for future wage increases, as prior to the reassignment.

5.10 **Voluntary Transfers**. In the event an employee requests reassignment, which is approved by the Employer, such employee shall retain the same wage rate unless such rate is above the top step of the new position, in which case the employee shall be placed at the lower top step rate.

5.11 **Special Equipment**. Excluding clothing and wearing apparel, all special equipment shall be furnished by the Employer, except as provided in the next sentence. Employees who serve as a telecommuter will be required to furnish all equipment (e.g., phone, desk, chair, router, shredder) and services (e.g., internet, Wi-Fi), except the computer that is provided by the Employer, as a condition of the telecommuting arrangement. In all other respects, Conifer's policies on telecommuters, as may be amended from time to time, shall apply.

5.12 **Physical Exams**. Charges for required physical examination and employer mandated training expense shall be borne by the Employer.

5.13 **Meetings**. All time spent in meetings called by the Employer shall be considered as time worked.

5.14 **Meal Discounts.** All employees covered by this Agreement are eligible for meal discounts as long as such practice is provided by the Medical Center and the practice is available to all contracted employees. The parties acknowledge that the Employer cannot require the Medical Center to continue to provide meal discounts.

5.15 **Job Descriptions.** The Employer will provide job descriptions, for positions covered by the bargaining unit, to the Union or to the employee, upon request. The Employer will make a good faith effort to periodically review/update job descriptions. The Employer will make reasonable efforts to involve persons in the specific job(s) in the revision process.

5.16 **Dress Code.** Employees are required to comply with any applicable Employer dress code and the applicable dress code for the facility in which they work.

5.17 **Safety & Staffing.** The Union and the Employer acknowledge that together the parties endeavor to provide a safe work environment with adequate staff for employees covered by this agreement. Both parties acknowledge that changes in working environment, staff availability, workload requirements can occur rapidly, requiring mutual understanding, communication and flexibility. To ensure the parties can communicate effectively, any employee who has a concern regarding workplace safety and/or staffing levels shall be entitled to utilize the following reporting structure:

**Step 1 - Supervisor/Manager:** Employee(s) believing there is a safety and/or staffing problem should address the issue immediately within 10 days of when they became aware or should have become aware of the issue with their direct supervisor/manager. The Supervisor/Manager will have 10 Calendar days to respond in writing. A failure to respond by the Supervisor/Manager, or any subsequent Leader will be considered a denial.

**Step 2 – Director:** Continuous or potential safety and/or staffing concerns discussed with their supervisor/manager that have not been resolved will be addressed to the Department Director, and must be appealed to the Department Director within 14 days from the Supervisor/Manager’s written response, or in the event of no response, within 14 days of when the response was due. The Department Director will respond in writing to the complaint within fourteen (14) calendar days.

**Step 3 – Market Director/Sr. Director:** If the matter is not satisfactorily resolved by the Department Director, the employee(s) may make a written recommendation to the Market Director or Senior Director within 14 days of the Department Director’s response, or in the event of no response, within 14 days of when the response was due. The Market Director or Senior Director will respond to the complaint in writing within twenty-one (21) days. The decision of the Market Director or Sr. Director shall be considered final and are not subject to grievance under Article 15, Grievance Procedure.

Conifer will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the above reporting process.

## ARTICLE 6 - SENIORITY

6.1 **Seniority Defined.** Seniority shall be determined by a regular employee's date of hire in a job classification. Pursuant to Section 6.6, Application of Seniority, where qualifications and ability are equal, an employee's seniority shall be recognized. Qualifications and ability means the qualifications and ability to do an available job in a competent manner, taking into consideration an employee's total conduct, performance and contribution.

Employees working in more than one job classification shall have separate and distinct seniority rights for each classification in which the amount of time equivalent to a conditional period has been worked. Employees who change classifications, or leave the bargaining unit to accept a non-bargaining unit position with the Employer, shall retain seniority rights in their previous classifications for up to nine (9) months.

6.1.1 **Seniority Termination.** Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, layoff greater than one (1) year, refusal to accept layoff recall offer of comparable job (same shift and equivalent regular hours) while on recall list, or failure to return from approved leave of absence on timely basis.

6.2 **Severance Pay.** Upon completion of one year of regular employment, any full time or part time employee subject to lay off is eligible to receive severance pay as set forth below. Any employee electing this option shall not have recall rights (Article 6.3). Employees who choose to retain their recall rights shall not be eligible for severance.

<u>Severance Pay</u>	<u>Years of Service</u>
2 weeks of pay	1 year
4 weeks of pay	2 to 3 years
6 weeks of pay	4 to 6 years
10 weeks of pay	7 to 9 years
12 weeks of pay	10 years or more

Part time employees are eligible for severance pay prorated to the employee's FTE. Entitlement to any severance payment is subject to the conditions set forth in Employer policy, and severance payments will be paid to employees in a lump sum as soon as possible after the last day of employment.

6.3 **Recall.** If a regular employee with seniority is laid off, the employee shall maintain his/her seniority pursuant to Section 6.1.1, Seniority Termination.

6.4 **Reduction in Hours.** In the event the Employer implements a reduction in hours it will first seek volunteers to leave during such periods. In the event sufficient volunteers are

unavailable, the Employer shall assign hours reductions by classification and work shift/day basis in the following order of priority:

first: employees scheduled to work in an overtime condition for that work shift/day

second: temporary employees (including agency personnel)

third: per diem employees

fourth: regular full time and regular part time employees working extra straight time shifts that work week

fifth: regular full time and part time employees on a rotational basis by inverse seniority

Reduction in hours shall not result in reduction of benefits, longevity, or seniority which would have otherwise accrued based upon regularly scheduled hours in instances involving four (4) or less consecutive regularly scheduled shifts. Reductions in excess of four (4) consecutive regularly scheduled shifts or changes in status from regular full-time to regular part-time shall be subject to Article 6.9 Layoffs. Standby provisions in this Agreement shall not apply during the period of such reductions.

6.4.1 Regular full-time and part-time employees who work reduced schedules at the request of the Employer shall continue to accrue all benefits as if they had worked a normal schedule; provided, however, that under no circumstances shall an employee be credited with more than 2080 hours of work for purposes of benefit accrual during any one (1) twelve (12) calendar month period. When an employee is placed on reduced hours the employee shall not be expected to be available to report for duty during that shift if called.

6.4.2 In the event of a reduction in hours, the Employer will make a good faith effort to determine if a need for the employee's services exists in another department. Employees required to float will receive orientation appropriate to the assignment. Orientation will be dependent upon the employee's previous experience and familiarity with the unit to which the employee is assigned. Employees interested in orienting to another area should notify their supervisor. The decision to provide orientation is a management decision based upon its determination of organizational needs and budgetary requirements.

6.5 **Shift Assignments.** Employees shall be given preference of shift assignment based upon seniority and in accordance with the needs and level of skills required by the Employer. Such application shall only apply to vacancies.

6.6 **Application of Seniority.** Seniority, as defined in Section 6.1, Seniority Defined, shall be the primary factor as applied to the following personnel actions:

a. Layoffs (subject to the provisions of Section 6.9).

- b. Recall from Layoffs (subject to the provisions of Section 6.3, Recall).
- c. Annual leave scheduling (subject to the provisions of Section 10.4).
- d. Applications for vacant positions in the same classification (subject to the provisions of Section 6.8).
- e. Relief for scheduled absences, including vacations or long-term sick leave relief regarding hours in the employee's primary classification and department; provided a written request to the Manager/Supervisor monthly has been submitted and such assignment does not result in overtime obligations for the Employer.
- f. Except with respect to same day, short notice overtime (addressed below), in the event an overtime shift is available, such shift shall be offered to the senior qualified employee(s) in the classification and department as determined by the Employer. In the event that staffing needs are not met by senior qualified employees, overtime may then be assigned to qualified employees by inverse seniority on a rotational basis (resetting January 1st of each year) by department by shift. Nothing herein shall be construed to require the Employer to utilize overtime shifts. It is understood that short notice overtime work arising on the same work day shall instead be staffed by seeking qualified volunteers from those employees already working that shift in that classification and department, or by assignment to qualified employees by inverse seniority on a rotational basis by department by shift if there are insufficient volunteers.

In all other instances, seniority may be considered, but shall not be the primary factor. However, the Employer shall make a good faith effort to apply principles of seniority to the extent feasible and practical and consistent with effective operations management.

6.7 **Per Diem Employees.** For per diem employees, the total number of hours worked shall be considered regarding applications for open positions.

6.8 **Job Postings.** Regular job openings in the bargaining unit shall be posted within the Employer's electronic job application system and in the related work unit for five (5) business days before filling the position with external applicants or internal applicants from a different unit. In the selection process, the Employer will select the most highly qualified applicant for the position. Where qualifications are considered by the Employer to be equal, the senior employee applying for such job will be selected. For purposes of this contract, the term "qualified" is herein defined to include such factors as skill, competence, ability, experience and past performance (e.g., work quality, reliability, conduct, and discipline at a level of Written Warning or higher issued within six (6) months of the application) based on, among other things, evaluations and documentation. Employees not selected for job openings shall be given an explanation upon request. Weekend work may be required by the Employer, and a job posting will state whether a vacant position currently requires weekend work.

6.8.1 **Application Limitation.** If an applicant is selected for a position, the employee will not be eligible to apply for another position (or shift) for at least six (6) months after assuming the new position, unless requested or approved by the Employer.

6.9 **Layoffs.** In order to implement a layoff, the Employer shall first seek volunteers from the bargaining unit in a job classification it has determined to reduce-in-force (either reduced number of employees or permanent reduction in hours).

If the layoff need is not met by volunteers, the employee(s) shall be laid off in the identified job classification in the following order within a Department and shift:

Temporary employees (including agency personnel and travelers); Conditional employees; and

Regular full-time and part-time employees by least seniority first.

For a reduction in the number of employees (not a reduction in hours), an employee who has been displaced due to a layoff may accept the layoff or may, subject to qualifications and abilities, displace another employee who is on the "low seniority list."

The low seniority list applies only to layoffs for a reduction in number of employees (not a reduction in hours). It consists of the least senior employees in a job classification (as defined in Section 6.1, Seniority Defined), who comprise fifteen percent (15%) of the job classification.

Any employee who is identified for layoff who is on the low seniority list and any employee who has been displaced by another employee pursuant to this layoff (reduction in number of employees only) may displace the least senior employee on the low seniority list, subject to qualifications and abilities.

6.10 **Reallocation of Staff.** The Employer shall have the authority to reallocate staff, restructure a department, or merge two (2) or more departments. If this process is elected by the Employer, the Employer will determine the number of full-time and part-time positions (budgeted hours) by shift required for the new or restructured department. A listing of the full-time and part-time positions for each shift in the new/restructured department, including qualification requirements, shall be posted in the department for at least five (5) days. The Employer will give employees seven (7) days' notice prior to such posting. By the end of the posting period, each employee shall have submitted to the Employer a written list which identifies the employee's top three (3) preferences for all available positions by order of preference. Based on these preference lists, the Employer will assign employees to positions in the new/restructured department based upon seniority, provided skills, competence, qualifications and experience are considered equal in the opinion of the Employer. Employees who are not assigned a comparable position (same shift and budgeted hours) in the new/restructured department shall be eligible to request layoff (without bumping rights) or apply for reassignment pursuant to the terms of this Agreement.

## ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 **Workweek; Overtime.** Forty (40) hours per week shall be considered the normal workweek. Eight (8) hours shall be considered the normal work day, exclusive of the meal period. If the meal period is interrupted, the entire meal period shall be considered time worked. Hours actually worked in excess of forty (40) hours in one (1) week shall be paid one and one-half (1 1/2) times the regular rate of pay. For the purposes of administering this Article, the work day shall begin at 12:00 a.m. and the workweek shall begin at 12:00 a.m. on Sunday.

The Employer may establish flexible work schedules. Departments are encouraged to establish flexible work schedules and to give serious consideration to employee requests. Individual requests for flexible scheduling may be approved by the Employer, provided that such scheduling does not interfere with the effective operation of the department and shall be dependent upon such considerations as building accessibility and security.

7.1.1 **Double Shifts.** In the event an employee works a double shift at the request of the employer, the ninth through sixteenth hours shall be paid at the rate of one and a half (1.5x) times the employee's regular rate of pay. Whenever employees who have been requested by management to work a double shift are sent home early, they shall be compensated for all hours actually worked at the one and a half times (1.5x) rate, provided more than one-half (1/2) of the hours of the extra shift are worked.

7.2 **Extra/Traded Shifts.** When employees who work a shift other than their normal shift by volunteering or trading with other employees (with supervisor approval), the premium pay provisions of the shift being worked will be in effect.

7.3 **Meal/Rest Periods.** There shall be two (2) fifteen (15) minute rest periods with pay for all employees who work an eight (8) hour shift. Employees who only work shifts of five (5) hours or less shall be entitled to one (1) fifteen (15) minute rest period with pay. Employees who work shifts greater than five (5) hours but less than eight (8) hours shall be entitled to one (1) fifteen (15) minute rest period with pay and one (1) meal period (without pay) of at least thirty (30) minutes. (Subject to mutual agreement by the Employee and Employer, meal periods may be waived or deferred at employee request until later in a shift.) Rest periods shall be taken as nearly as possible at the middle of the first half and second half of each shift. Meal and rest periods shall be administered as provided by state law (WAC 296-126-092).

7.4 **Weekends.** Except in Emergency Situations, the Employer shall not schedule full-time and part-time employees to work two (2) successive weekends. In the event a full-time or part-time employee is required to work on a scheduled weekend off, the employee shall not have to work the following weekend. This section shall not apply to (a) per diem employees, (b) full-time or part-time employees who voluntarily agree to more frequent weekend duty, (c) voluntary shift exchanges (trades) initiated between employees, or to (d) employees working an every weekend position. The weekend shall be defined as any shift between 7 am Saturday and 7 am Monday. Subject to advance approval, employees may request the trading of weekends, provided the schedule change does not result in the Employer being liable for premium and/or overtime pay.



7.5 **Rest Between Shifts.** The Employer will make a good faith effort to provide each employee with an unbroken rest period of eleven (11) hours between shifts. In the event the employee is required to work within this eleven (11) hour period all time worked during that short rest period shall be paid at one and one-half (1-1/2) times the regular rate of pay. This section shall not apply to standby and callback, in-service, education or training, committee meetings, staff meetings, voluntary shift exchanges (trades) initiated between employees, or a voluntary shift pickup by an employee.

7.6 **Work Schedules.** Work schedules will be posted at least fourteen (14) days prior to the beginning of the schedule implementation date. Excluding Emergency Situations, schedules shall not be changed, except by mutual agreement of the Employer and Employee(s) involved.

7.7 **Split Shifts.** No Employee shall be scheduled or required to work split shifts, unless the Employee volunteers for such assignment.

7.8 **Report Pay.** Employees shall receive not less than four (4) hours at the regular rate of pay when ordered to report to work. Employees who are sent home due to an Emergency after reporting for work shall receive not less than four (4) hours' compensation, provided they have not yet completed four hours of work. In such instances, the employee shall not be required to work the four (4) hours. This shall not apply to employees who volunteer in writing to take the day off without pay. This section shall not apply to in-service, education or training, committee meetings, or staff meetings.

7.9 **Shift Rotation.** The Employer shall avoid shift rotation, except for Emergency Situations. When shift rotation is unavoidable, it shall be scheduled first by volunteer and then by rotation in inverse order of seniority.

7.10 **Consecutive Work Days.** The Employer shall use its best efforts to avoid working employees in excess of six (6) consecutive days. This provision shall not apply when an employee initiates an offer to management to work additional shifts.

## ARTICLE 8 – COMPENSATION

8.1 **Current Employees.** All current employees employed as of the date of ratification of this Agreement will be paid at their current wage rate.

### 8.1.1 **Wage Increases**

a) Effective first pay period following ratification, all bargaining unit employees will receive a market adjustment of ten percent (10%) across the board

b) Effective the first full pay period following April 1, 2022, all bargaining unit employees will be increased across the board two and one-half percent (2.5%).

c) Effective the first full pay period following April 1, 2023, all bargaining unit employees will be increased across the board two percent (2%).

d) Effective the first full pay period following April 1, 2024, all bargaining unit employees will be increased across the board by two percent (2%).

8.2 **Hire-In Wage Grid.** Each Job Title will have a “Hire-In Wage Grid.” The Hire-In Wage Grid will list the base wages by years of experience in the Job Title.

8.3 **New Hire Wage Placement.** New Hires will be hired in at the corresponding Job Title wage rate for the new hire’s level of recent years of experience. Recent years of experience shall be defined as recent and relevant experience as determined in sole opinion of the Employer.

8.3.1 The company may increase rates of pay or any portion thereof and/or grade of any bargaining unit position after notice to the union concerning the amount/degree of such increase and the reason therefore.

8.3.2 New employees will not be hired in at a step that exceeds an existing employee in the same job classification with the same or greater years of experience.

8.4 **Job Title Seniority List.** The Employer will provide a Job Title Seniority list to the Union before the ratification vote. The union will inform the Employer of any concerns with the seniority dates and the Parties will work to confirm agreement with this list.

8.5 **Wage Increases.** Wage increases will be effective the first full pay period in April of each year of this Agreement, beginning in April 2019.

8.6 **Incentive Plan.** The Employer currently maintains an incentive payment plan and reserves the right to discontinue or modify such plan in the future. The Employer shall notify the Union at least thirty (30) days prior to the proposed plan change.

## ARTICLE 9 – PREMIUM PAY

9.1 **Shift Differential.** Employees assigned to work the second (3:00 – 11:00 p.m.) shift shall be paid a shift differential of one dollar (\$1.00) per hour over the hourly contract rates of pay. Employees assigned to work the third (11:00 p.m. – 7:00 a.m.) shift shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour over the hourly contract rates of pay. If the premium hours are equal, the premium dollars shall be similarly split. Otherwise, premium pay shall be at the rate which reflects the majority of premium hours worked on the shift.

9.2 **Callback Pay.** Callback is voluntary. Any employee called back to work at any time shall be compensated as follows:

- When called back, the employee shall receive time and one-half (1 1/2) for each hour worked, with a minimum of three (3) hours being paid.

- In the event of multiple callbacks, the minimum shall not be required for any callbacks which begin within three (3) hours of the beginning of the first callback and the employee shall be paid for hours actually worked beyond the three (3) hour period.
- For callbacks which begin after the initial three (3) hour period, an additional minimum will be required and this procedure shall be repeated.

Travel time to and from the Employer’s worksite shall not be considered time worked. This section shall not be used in conjunction with any assignment involving a departmental staff meeting, education or in-services.

9.3 **Weekend Premium Pay.** For purposes of this provision, the weekend shall run from 7:00 a.m. Saturday until 7:00 a.m. Monday. Employees assigned to work the first shift (7:00 a.m. – 3:00 p.m.) on a weekend shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour. Employees assigned to work the second shift (3:00 p.m. – 11:00 p.m.) on a weekend shall be paid a shift differential of two dollars and twenty-five cents (\$2.25) per hour. Employees assigned to work the third shift (11:00 p.m. – 7:00 a.m.) on a weekend shall be paid a shift differential of two dollars and fifty cents (\$2.50) per hour. Premium pay shall be at the rate applicable during the hours worked. Such premium is excluded from overtime premium calculations unless otherwise required by the Fair Labor Standards Act. The weekend premium shall only apply to weekends in departments where weekends are scheduled.

9.4 **Leads.** The wage scale for Leads is set forth on the wage schedule attached as Appendix A.

9.5 **Call In On Day Off.** Employees who, on a scheduled day off, report to work at the request of the Employer less than one (1) hour after the shift has started, shall be compensated for the whole shift.

9.6 **Certification Premium.** The Employer shall pay for any certifications, re-certifications and/or education credits required either by the Employer or by law to maintain employment.

## **ARTICLE 10 – PAID TIME OFF (PTO)**

10.1 **PTO Accrual.** All full time and part time Employees are eligible to accrue PTO hours in accordance with the following schedule:

Effective until December 31, 2022\*:

Years of Service	Pay Period Hours	PTO Accrual Per Pay Period	Days Per Year
Less than 1	80	3.08	10
1	80	3.7	12
2-3	80	4.62	15
4-7	80	6.47	21
8+	80	8.00	26

Effective no later than January 1, 2023:

Years of Service	Pay Period Hours	PTO Accrual Per Pay Period	Days Per Year
Less than 1	80	3.69	12
1-3	80	4.92	16
4-7	80	6.47	21
8+	80	8.00	26

\*The Employer may elect to transition to the updated PTO accrual rates prior to January 1, 2023.

PTO hours will accrue on all hours worked.

10.2 **PTO Eligibility**. PTO shall begin accruing on the first day of service.

10.3 **PTO Pay**. PTO shall be paid at the wage rate the employee would have received had the employee worked during the period in question, and it may be used in fifteen (15) minute blocks.

10.4 **Scheduling PTO**. Employees shall make every effort to request PTO at least 30 days prior to the start date of the PTO. Employees shall make every effort to request non-vacation PTO with as much notice as possible PTO requests shall be made in accordance with Employer policy. The Employer shall make every effort to honor PTO requests. When two or more employees in the same work unit request the same PTO date at the same time and the Employer cannot accommodate all requests, seniority shall be the determining factor in filling PTO requests.

10.4.1 **Employer Response**. The Employer shall make every effort to respond to PTO Vacation requests in a timely fashion. The Employer shall make every effort to respond to PTO vacation requests within 10 working days.

10.5 **PTO Donations**. Employees may voluntarily donate PTO hours they have accrued on behalf of an employee who is absent due to a qualifying extended illness or medical emergency.

10.6 **PTO Cash-Out**. Employees may opt to cash out PTO hours at 100% of their value in lieu of using PTO hours. Employees who cash out their PTO, may not accrue PTO for two pay periods beginning with the pay period in which the sale was processed.

10.7 **PTO Carry-Over**. Employees may carry over PTO hours accrued from the year in which it was earned into the following year(s), up to a maximum of 150% of an Employee's annual PTO accrual. Employees who reach the 150% accrual cap shall not continue to accrue PTO until such time as their balance falls below 150% of their annual accrual amount.

10.8 **Separation**. Except as provided in Article 5.3 (Notice of Resignation), an employee who separates or is separated from employment shall be paid all accrued PTO earned in accordance with 10.1 above.

10.9 **Sick Leave Laws.** Employees may designate and use available PTO as paid sick leave in accordance with applicable state and local laws and the Employer's policies.

## ARTICLE 11 - HOLIDAYS

11.1 **Recognized Holidays.** Except as provided in Article 11.5 below, regular full-time and regular part-time employees shall receive the following holidays with pay:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

11.2 **Work on a Holiday.** Employees who work on a holiday are subject to the company policy as amended from time to time and shall receive time and one-half (1-1/2) the regular rate of pay for all hours worked on a recognized holiday plus holiday pay. Employees may opt to receive an additional paid day off in lieu of holiday pay.

11.3 **Date of Observance.** Except as provided below, Christmas Day shall always be observed on December 25, New Year's Day shall always be observed on January 1, and Independence Day shall always be observed on July 4. Advance notification of such decision shall be given to all employees during the month of December for the following year. For employees based in a client facility, holidays will be observed on the national day of observance, not on the Employer's day of observance.

11.4 **Shift Differential.** In accordance with Article 9.1 (Shift Differential), Employees who work the evening or night shift shall receive shift differential pay in addition to their normal holiday pay.

11.5 **Hospital-Based Employees.** Hospital-based employees will receive nine (9) holidays per year but will be required to observe the hospital's holiday schedule (which may differ from the Employer's schedule) and which could be scheduled based on the operational needs of the hospital department.

## ARTICLE 12 – RETIREMENT

12.1 **401K Plan.** The Employer will offer and maintain a 401K retirement savings plan, unless the Employer eliminates such a plan for all employees. Employees may contribute 1% to 75% of eligible pay to the 401K plan, subject to IRS limits. The Employer will match at 50% up to the first 6% contributed by the employee. Employees are eligible for the employer match if: (a) the Employer decides in its discretion to provide an employer matching contribution in a given year and (b) the employee works 1,000 or more hours during the plan year. Employees are fully vested in the company match after five (5) years of service.

12.2 **Prior Service Credit.** Former Harrison/St. Michael Medical Center employees hired on February 1, 2014, will be credited years of service towards vesting in the employer matching contribution based on their hire date with Harrison/St. Michael Medical Center.

## ARTICLE 13 – INSURANCE BENEFITS

13.1 **Health Insurance.** The Employer agrees that, during the term of this Agreement, it will provide health insurance benefits to the Covered Employees, subject to the terms, conditions, and eligibility requirement of the applicable plans and the generally applicable premium payment requirements imposed by the Employer. Nothing herein shall prohibit Employer from cancelling health insurance benefits provided such cancellation is applicable to Employer's other employees under the same plan.

13.1.1 In the event the Employer modifies any of its current plans identified in 13.1 and 13.2, the Employer will notify the Union of the modification at least 30 days, or as soon as reasonably practical thereafter, prior to its implementation. Any modification will be applicable to all Employer's employees covered by the same plan. The Union reserves the right to negotiate over the effects of any such modifications or cancellations.

13.2 **Dental Insurance.** The Employer agrees that, during the term of this Agreement, it will provide dental insurance benefits to the Covered Employees, subject to the terms, conditions, and eligibility requirements of the applicable plans and the generally applicable premium payment requirements imposed by the Employer. Nothing herein shall prohibit Employer from cancelling dental insurance benefits provided such cancellation is applicable to Employer's other employees under the same plan.

13.3 **Other Insurance.** The Employer agrees that, during the term of this Agreement, it will allow Covered Employees to participate in other types of insurance programs it offers to its employees in general, such as vision and disability insurance, subject to the terms, conditions, and eligibility requirements of the applicable plans and the premium payment requirements imposed by the Employer, insurance company or plan sponsor.

## ARTICLE 14 – LEAVES OF ABSENCE

14.1 **Leaves of Absence.** The Employer will give good faith consideration to requests of leaves of absence of up to six (6) months. Requests for leaves of absence will be in writing. Leaves of absence without pay shall be granted for reasons (a), (b), (c), and (d) below. The Employer may require the use of any accrued paid time off in conjunction with leaves of absence for reasons (a), (b), (c) and (d). Leaves of absence without pay for reason (e) below shall be granted in accordance with applicable Federal statutes. Leaves of absence without pay for reasons (f), (g) and (h) may be granted at the discretion of the Employer. The Employer will give good faith consideration to requests for leave without pay for up to 6 months in the event of a death in the immediate family.

- a. Illness or injury of the employee which requires absence from work.
- b. Pregnancy of the employee.
- c. Serious illness, injury or death in the employee's immediate family.
- d. Care of newborn or newly adopted child.
- e. Military service by the employee.
- f. Education leave.
- g. Death in the immediate family as defined in Section 14.3, Bereavement Leave.
- h. Any other reason acceptable to the Employer.

Upon return from leave of absence of twelve (12) weeks or less, the Employee shall resume his or her former job and shift and shall not have his or her hours or rate of pay reduced. Upon return from a leave of absence of more than twelve (12) weeks, but less than six (6) months, the employee shall be given the first available opening. Leaves under (a), (b), (c) and (d) above shall be handled pursuant to the Family Medical Leave Act.

Employees may take FMLA leave on an intermittent basis. Such FMLA leave, not to exceed twelve (12) weeks in any rolling twelve (12) month period, shall not limit employees' rights to other leaves of absence. Any time taken as FMLA leave will not count toward any attendance policy violations/occurrences. (For an employee with a pregnancy/childbirth temporary disability, the employee shall be entitled to additional leave beyond FMLA leave for the period of the disability pursuant to state law.)

14.2 **Jury Duty.** Full-time or part-time employees called for service on a municipal, district, circuit or federal court jury shall be reimbursed for such duty at their regular straight time rate of pay less any remuneration received by the employee for jury service. Evidence of jury duty attendance must be presented to the employee's supervisor. Such reimbursement will not exceed five (5) days of missed regularly scheduled shifts in any calendar year and will not include any premium pay. Any additional time served on jury duty shall be without pay if the employee does not have current PTO available or if the employee chooses not to use PTO. Employees called for jury duty who work evening or night shifts shall not be required to work on any day during

which they perform jury duty. Any time paid for jury service shall not count as hours worked for purposes of overtime pay, but will count for benefit accrual, such as PTO.

14.3 Bereavement Leave. Leave with pay up to four (4) regularly scheduled shifts may be allowed for death in the immediate family. Such leave must normally be taken within a seven (7) calendar day period, and within one (1) month of the immediate family member's death (exceptions may be made on a case-by-case basis). Immediate family shall be defined as grandparent, grandchild, spouse, domestic partner, parent, child, sibling; stepparent, stepchild, step-grandparents, parent-in-law, brother/sister-in-law, significant other, daughter/son-in-law, or close relative living with the employee.

14.4 Union Leave. An employee may be granted an unpaid leave of absence for up to twelve (12) months to assume a position with the Union at the Employer's discretion (current seniority "frozen" for employee while on such leave). For such leave granted up to twelve (12) weeks, the employee shall be entitled to return to the employee's former position at the end of the approved leave period. For such a leave granted greater than twelve (12) weeks, but no longer than twelve (12) months, the employee shall only be entitled at the end of the approved leave period to placement in the first available opening for a position that the employee is qualified for pursuant to Section 6.8, Job Postings.

## ARTICLE 15 – GRIEVANCES

**15.1 Grievance defined.** A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following procedure. In order to be subject to the following procedure, any grievance must be submitted at the first applicable step within thirty (30) calendar days from the date when the employee or the Union was aware, or reasonably should have been aware, that a grievance existed. All grievances not filed within the thirty (30) day period are deemed waived by the aggrieved party.

15.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute a withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth below shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement has been extended by the mutual written consent of the parties. Grievances arising during the term of the contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Agreement shall be null and void and shall not be subject to the grievance procedure.

### **Step 1: Employee and Immediate Supervisor/Manager**

The employee or representative of the Union must file a written Step 1 grievance no later than thirty (30) calendar days from the date the employee was or should have been aware that a



grievance existed. The grievance shall contain a description of the alleged problem, the specific section of the Agreement that has been allegedly breached, the date it occurred and the corrective action the grievant is requesting. (At the request of the employee, the Union shop steward or Union representative may also be involved in this discussion at Step 1.) The immediate supervisor/Manager shall be given seven (7) calendar days to schedule a conference with the grievant to discuss the grievance and try to resolve the problem. The supervisor/manager may involve Human Resources during the Step 1 process. The supervisor/manager shall issue a written reply on the grievance within seven (7) days of the Step 1 grievance conference.

### **Step 2: Employee, Union Representative and Director of Human Resources**

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall file a written Step 2 grievance with the next level of management within ten (10) calendar days of the immediate supervisor's/Manager's Step 1 written reply. A conference between the employee (and the Union Representative, if requested by the employee) and the next level manager (or designee), and other management as needed, shall be scheduled within seven (7) calendar days of receipt of the Step 2 grievance. The next level manager may involve Human Resources during the Step 2 process. The next level manager (or designee) shall issue a written reply within ten (10) calendar days of the Step 2 grievance conference.

### **Step 3: Arbitration**

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations specified in the Steps herein, the Union may submit the issue in writing to final and binding arbitration within twenty-one (21) calendar days of the Employer's Step 3 written reply. Within fourteen (14) calendar days of notification that the dispute is submitted for arbitration by the Union, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service from Washington and Oregon. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator.

The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

## **ARTICLE 16 – MANAGEMENT RIGHTS**

Both parties agree that the Employer has the exclusive right to manage, direct, plan and control its business and its operations, including matters not covered by this Agreement. These rights include, but are not limited to: the right to determine duties of employees and to direct the workforce; to assign work; to establish productivity standards and the quality and quantity of work to be performed; to determine the number of employees to be employed; the work to be assigned to the St. Michael Medical Center unit; to determine the means, methods, and schedules of operation; to establish new jobs or change existing jobs; to establish and enforce rules for employee conduct; to hire, discipline, suspend, separate, classify, schedule, assign, promote, transfer, layoff and/or rehire employees; to introduce new procedures, processes or technology; and to determine or schedule when overtime shall be worked.

The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth herein and the Employer retains all matters and rights not specifically and expressly covered or restricted by this Agreement.

All matters and rights not specifically and expressly covered or restricted by this Agreement may be administered for the term of this Agreement and any extension thereof in accordance with such policies and procedures as Employer may determine from time to time.

## **ARTICLE 17 – NO STRIKE, NO LOCKOUT**

The Union agrees that, during the term of this Agreement and any extension thereof, neither the Union collectively nor individual employees will call, engage in or sanction any strike, sympathy strike, work stoppage, slow-down, picketing, sit-down, sit-in, boycott, hand-billing, protest, or demonstration.

The Employer agrees that, during the term of this Agreement or any extension thereof, it will not lockout any employees in the bargaining unit who are covered by this Agreement.

## **ARTICLE 18 – GENERAL PROVISIONS**

18.1 Separability. It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at the mutually satisfactory replacement of such section.

18.2 No Waiver. No employee shall be requested to waive any provision of this Agreement except for options authorized by the Agreement or mutually agreed upon by the Union and the Employer.

18.3 No Violation. It shall not be a violation of this Agreement for the Employer to exceed the minimum rates required in Appendix A.

**ARTICLE 19 – NO PYRAMIDING OF OVERTIME OR PREMIUM PAY**

There shall be no pyramiding or duplication of overtime or premium pay. When an employee is eligible for one (1) or more forms of overtime or premium pay, the employee shall receive the higher of the two (2) rates.

**ARTICLE 20 – DURATION OF AGREEMENT**

20.1 Term of Agreement. This Agreement becomes effective at 12 a.m. on October 31, 2021, and shall remain in full force and effect through 11:59 p.m. October 31, 2024. Either party desiring to change or terminate any part of this Agreement at its expiration must notify the other party in writing sixty (60) days before October 31, 2024. If neither party requests any changes, the Agreement shall automatically renew itself on a year-to-year basis until either party notifies the other party sixty (60) days in advance of a subsequent anniversary date of its intent to change or terminate the Agreement on the anniversary date.

20.2 **IN WITNESS THEREOF the parties execute this Agreement.**

**FOR THE UNION:**

**UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL  
UNION, LOCAL 3000**

 1/4/23

Faye Guenther,  
President, UFCW Local 3000

 01/04/23

David Barnes  
Bargaining Director, UFCW Local 3000

**FOR THE COMPANY:**

**CONIFER REVENUE CYCLE  
SOLUTIONS, LLC**



Dina Dunn  
Chief HR Officer

## APPENDIX A-Wage Grid 2021-2024

Conifer St. Michael Medical Center - Wage Scale (2021-2024)																						
+10.00% - Effective the first pay period following ratification																						
JOB	BASE	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	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	
SPEC, HIM	\$ 15.11	\$ 15.41	\$ 15.72	\$ 16.04	\$ 16.35	\$ 16.68	\$ 17.01	\$ 17.35	\$ 17.70	\$ 18.05	\$ 18.42	\$ 18.78	\$ 19.16	\$ 19.54	\$ 19.93	\$ 20.33	\$ 20.74	\$ 21.15	\$ 21.55	\$ 21.95	\$ 21.15	
SPEC, HIM SR	\$ 17.62	\$ 17.97	\$ 18.33	\$ 18.70	\$ 19.07	\$ 19.46	\$ 19.85	\$ 20.25	\$ 20.66	\$ 21.07	\$ 21.49	\$ 21.92	\$ 22.36	\$ 22.80	\$ 23.26	\$ 23.73	\$ 24.20	\$ 24.68	\$ 24.68	\$ 24.68	\$ 24.68	\$ 24.68
SPEC, HIM LEAD	\$ 20.71	\$ 21.19	\$ 21.61	\$ 22.04	\$ 22.49	\$ 22.93	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.33	\$ 25.83	\$ 26.35	\$ 26.87	\$ 27.41	\$ 27.97	\$ 28.53	\$ 29.10	\$ 29.10	\$ 29.10	\$ 29.10	\$ 29.10
SPEC, CHRGRVWI	\$ 22.41	\$ 22.85	\$ 23.31	\$ 23.78	\$ 24.26	\$ 24.74	\$ 25.23	\$ 25.74	\$ 26.25	\$ 26.78	\$ 27.32	\$ 27.87	\$ 28.43	\$ 29.00	\$ 29.57	\$ 30.16	\$ 30.76	\$ 31.37	\$ 31.37	\$ 31.37	\$ 31.37	\$ 31.37
SPEC, CHRGRVWII	\$ 26.82	\$ 27.36	\$ 27.91	\$ 28.47	\$ 29.04	\$ 29.63	\$ 30.23	\$ 30.84	\$ 31.46	\$ 32.09	\$ 32.74	\$ 33.40	\$ 34.07	\$ 34.75	\$ 35.44	\$ 36.14	\$ 36.87	\$ 37.61	\$ 37.61	\$ 37.61	\$ 37.61	\$ 37.61
SPEC, CODING/CHARGE	\$ 28.34	\$ 28.90	\$ 29.48	\$ 30.07	\$ 30.66	\$ 31.27	\$ 31.90	\$ 32.53	\$ 33.17	\$ 33.84	\$ 34.52	\$ 35.21	\$ 35.92	\$ 36.63	\$ 37.36	\$ 38.11	\$ 38.87	\$ 39.65	\$ 40.45	\$ 41.26	\$ 42.08	\$ 42.08
REP, PA I	\$ 17.44	\$ 17.80	\$ 18.15	\$ 18.51	\$ 18.89	\$ 19.26	\$ 19.65	\$ 20.05	\$ 20.45	\$ 20.86	\$ 21.28	\$ 21.70	\$ 22.14	\$ 22.58	\$ 23.04	\$ 23.50	\$ 23.97	\$ 24.45	\$ 24.45	\$ 24.45	\$ 24.45	\$ 24.45
REP, PA III	\$ 20.56	\$ 20.97	\$ 21.40	\$ 21.82	\$ 22.25	\$ 22.70	\$ 23.16	\$ 23.61	\$ 24.08	\$ 24.56	\$ 25.06	\$ 25.56	\$ 26.08	\$ 26.59	\$ 27.12	\$ 27.66	\$ 28.21	\$ 28.77	\$ 28.77	\$ 28.77	\$ 28.77	\$ 28.77
PRE, PA LEAD	\$ 22.63	\$ 23.09	\$ 23.54	\$ 24.01	\$ 24.49	\$ 24.99	\$ 25.49	\$ 25.99	\$ 26.51	\$ 27.04	\$ 27.58	\$ 28.13	\$ 28.69	\$ 29.27	\$ 29.85	\$ 30.45	\$ 31.06	\$ 31.68	\$ 31.68	\$ 31.68	\$ 31.68	\$ 31.68
REP, PATIENT ACCOUNT	\$ 17.62	\$ 17.97	\$ 18.33	\$ 18.70	\$ 19.07	\$ 19.46	\$ 19.85	\$ 20.25	\$ 20.66	\$ 21.07	\$ 21.49	\$ 21.92	\$ 22.36	\$ 22.80	\$ 23.26	\$ 23.73	\$ 24.20	\$ 24.68	\$ 24.68	\$ 24.68	\$ 24.68	\$ 24.68
REP, PATIENT ACCT LD	\$ 25.12	\$ 25.62	\$ 26.14	\$ 26.66	\$ 27.19	\$ 27.73	\$ 28.28	\$ 28.85	\$ 29.42	\$ 30.01	\$ 30.60	\$ 31.21	\$ 31.84	\$ 32.47	\$ 33.12	\$ 33.77	\$ 34.45	\$ 35.14	\$ 35.14	\$ 35.14	\$ 35.14	\$ 35.14

## APPENDIX B – NINE (9) HOUR AGREEMENT

It is understood the following terms and conditions apply to the above-referenced employees:

- 1. General.** Employees working the nine (9) hour shift schedule shall do so voluntarily, unless it is a condition of initial hire.
- 2. Work Day.** The normal work day shall consist of nine (9) hours of work plus one (1) unpaid meal period of thirty (30) minutes and two (2) paid rest periods of fifteen (15) minutes each. (Subject to mutual agreement by the Employer, meal periods may be waived or deferred at employee request until later in a shift, subject to applicable law.)
- 3. Overtime.** Nine (9) hour employees shall receive overtime compensation for all hours actually worked in excess of forty (40) hours in a seven (7) day pay period. Overtime shall be paid at time and one-half (1 1/2) the regular rate of pay.
- 4. Shift Differential.** Shift differential pay will be paid according to Section 9.1, Shift Differential.
- 5. Holidays.** All provisions of Article 11 of the Agreement shall apply to the nine (9) hour staff.
- 6. PTO Leave.** All provisions of Article 10 of the Agreement shall apply to nine (9) hour staff.
- 7. Notification.** Nine (9) hour shift employees unable to continue this innovative shift should notify the supervisor as soon in advance as possible, but in any event with no less than two (2) weeks' notice. Reassignment is contingent upon an appropriate shift schedule vacancy being available.
- 8. Change in Schedule.** The Employer retains the right to revert back to the eight (8) hour schedule, or the work schedule which was in effect immediately prior to the nine (9) hour shift schedule, after at least thirty (30) days' advance notice to the employees.

## APPENDIX C – TEN (10) HOUR AGREEMENT

It is understood the following terms and conditions apply to the above-referenced employees:

- 1. General.** Employees working the ten (10) hour shift schedule shall do so voluntarily, unless it is a condition of initial hire.
- 2. Work Day.** The normal work day shall consist of ten (10) hours of work plus one (1) unpaid meal period of thirty (30) minutes and two (2) paid breaks of fifteen (15) minutes each. (Subject to mutual agreement by the Employer, meal periods may be waived or deferred at employee request until later in a shift, subject to applicable law.)
- 3. Overtime.** Ten (10) hour employees shall receive overtime compensation for all hours actually worked in excess of forty (40) hours in a seven (7) day pay period. Overtime shall be paid at time and one-half (1-1/2) the regular rate of pay.
- 4. Shift Differential.** Shift differential pay will be paid according to Section 9.1, Shift Differential.
- 5. Holidays.** All provisions of Article 11 of the Agreement shall apply to the ten (10) hour staff.
- 6. PTO Leave.** All provisions of Article 10 of the Agreement shall apply to ten (10) hour staff.
- 7. Notification.** Ten (10) hour shift employees unable to continue this innovative shift should notify the supervisor as soon in advance as possible, but in any event with no less than two (2) weeks' notice. Reassignment is contingent upon an appropriate shift schedule vacancy being available.
- 8. Change in Schedule.** The Employer retains the right to revert back to the eight (8) hour schedule, or the work schedule which was in effect immediately prior to the ten (10) hour shift schedule, after at least thirty (30) days' advance notice to the employees.

## APPENDIX D – TWELVE (12) HOUR AGREEMENT

It is understood the following terms and conditions apply to the above-referenced employees:

**1. General.** Employees working the twelve (12) hour shift schedule shall do so voluntarily, unless it is a condition of initial hire.

**9. Work Day.** The normal work day shall consist of twelve (12) hours of work plus one (1) unpaid meal period of thirty (30) minutes and three (3) paid breaks of fifteen (15) minutes each. (Subject to mutual agreement by the Employer, meal periods may be waived or deferred at employee request until later in a shift, subject to applicable law.) If an employee wishes to have an additional unpaid meal period of thirty (30) minutes during the twelve (12) hour shift, the employee is to state this position in writing, so that the Employer can accommodate scheduling.

**10. Overtime.** Twelve (12) hour employees shall receive overtime compensation for all hours actually worked in excess of forty (40) hours in a seven (7) day pay period. Overtime shall be paid at time and one-half (1-1/2) the regular rate of pay.

**11. Shift Differential.** Shift differential pay will be paid according to Section 9.1, Shift Differential.

**12. Double Time.** Twelve (12) hour shift employees who work sixteen (16) or more consecutive hours shall receive double time (2x) compensation beginning with the thirteenth hour.

**13. Holidays.** All provisions of Article 11 of the Agreement shall apply to the twelve (12) hour staff.

**14. PTO Leave.** All provisions of Article 10 of the Agreement shall apply to twelve (12) hour staff.

**15. Notification.** Twelve (12) hour shift employees unable to continue this innovative shift should notify the supervisor as soon in advance as possible, but in any event with no less than two (2) weeks' notice. Reassignment is contingent upon an appropriate shift schedule vacancy being available.

**16. Change in Schedule.** The Employer retains the right to revert back to the eight (8) hour schedule, or the work schedule which was in effect immediately prior to the twelve (12) hour shift schedule, after at least thirty (30) days' advance notice to the employees.

## **APPENDIX E**

Seniority of Former Harrison Medical Center Employees hired prior to February 2, 2014. It is understood the following terms and conditions apply to the above-referenced employees:

1. All Covered Employees formerly employed by Harrison Medical Center shall retain their seniority date defined as the date of hire with Harrison Medical Center.
2. No Covered Employees formerly employed by Harrison Medical Center shall suffer a loss of longevity as defined in Article 4.7. For the purposes of benefits accrual and administration such employees' longevity shall be calculated using their date of hire with Harrison Medical Center.



### **Memorandum of Understanding #1 - Successor**

**Successor:** The parties agree for the duration of the current agreement, in the event of an acquisition by another entity, the employer and the Union will make a good faith effort to have timely communications throughout the process to attain a high level of transparency and to minimize the potential adverse impacts, direct or indirect, on staff. In particular, the parties will use good faith efforts to adhere to the following guidelines:

- a. The Employer will inform represented employees and the Union of the potential acquisition at least forty-five (45) calendar days in advance of the acquisition. The parties recognize that this may not be feasible in some circumstances, where the employer will provide reasonable notice which may be less than forty-five (45) days.
- b. Upon request by the Union, the Employer and the Union shall meet to negotiate the effects of an acquisition that will impact the future of employees.
- c. The Employer will bring the existence of the collective bargaining agreement to the attention of any successor.
- d. The Employer will make a good faith effort to obtain preferential hiring opportunities with the successor employer for affected employees.

# THE UNION DIFFERENCE

**As a union member, you have certain rights at your workplace:**

## A Voice at Work

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Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

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Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipline

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The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

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As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

## Union Leadership

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UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

# My Shop Steward is:

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# My Union Rep is:

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*Building a powerful Union that fights for economic,  
political and social justice in our workplaces  
and in our communities.*

**Seattle:** 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

**Mt. Vernon:** 1510 N 18th St, Mt Vernon, WA 98273-2604

**Des Moines:** 23040 Pacific Hwy S, Des Moines, WA 98198-7268

**Silverdale:** 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

**Spokane:** 2805 N Market St, Spokane, WA 99207-5553

**Spokane:** 1719 N Atlantic St., Spokane, WA 99205

**Tri-Cities:** 2505 Duportail St, Suite D, Richland, WA 99352-4079

**Wenatchee:** 330 King St, Suite 4, Wenatchee, WA 98801-2857

**Yakima:** 507 S 3rd St, Yakima, WA 98901-3219

[WWW.UFCW3000.ORG](http://WWW.UFCW3000.ORG)

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