

Agreement by and between  
**UFCW 3000**  
and  
**Evergreen Health**

**Technical  
Kirkland, WA**

Effective: 04-01-2019 – 03-31-2023

**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**

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2019-2023

EMPLOYMENT AGREEMENT

By and Between

EVERGREENHEALTH

and the

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 21

This Agreement is made and entered into by and between EvergreenHealth (hereinafter referred to as the "Employer" or the "Medical Center") and the United Food and Commercial Workers International Union, Local 21 (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit. The Employer recognizes the Union as the sole and exclusive bargaining representative for all regularly scheduled full-time and regularly scheduled part-time employees working in the classifications set forth in the wage schedule (Appendix A), excluding supervisors, temporary and per diem employees, students, and all other employees.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

2.1 Membership. All full-time and part-time employees may voluntarily join the Union during the term of this Agreement.

2.2 Voluntary Political Action Fund Deduction/Active Ballot Club (ABC). The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. 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 undertake 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 behalf of any deduction made from wages of such employee. 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

ABC check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (0.25%) of all amounts deducted pursuant to the ABC check off provision in the parties' Collective Bargaining Agreement may be withheld to reimburse the Employer for its reasonable costs of administering the check off.

2.3 Dues Deduction. Upon presentation of a voluntarily submitted, individually signed authorization form, the Employer agrees to deduct from the paycheck of each employee the monthly dues required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved, and upon transmittal, the Employer's responsibility shall cease with respect to such deductions. The Union hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability which shall arise against the Employer for or on account of any such deduction made from the wages of an employee pursuant to the terms of this Agreement. The deduction of Union dues may be terminated by an employee on written notice to the Union.

2.4 Bargaining Unit Roster. Monthly, the Employer shall provide the Union with a list of all employees covered by this Agreement. The list shall include names, addresses, employee identification numbers, last four digits of the employee's social security number, hire dates, job classifications, shifts, standard hours per week, gross earnings for the preceding two (2) pay periods and hourly rates of pay for each employee. This list shall be emailed in Microsoft Excel or transmitted in another mutually agreeable format.

Each month, the Employer shall also send a list of new hires and their addresses and a list of all employees who have terminated their employment during the previous month.

2.5 Contract. The Employer shall distribute a copy of this Agreement to all subsequent employees so covered. The cost of printing such Agreement shall be borne by the Union.

2.6 Union Stewards. The employees shall have the right to select Union Stewards from among employees in the unit. The Union shall give the Employer written notice as to the current Union Stewards and future replacements. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during nonworking times of all employees involved. A Union Steward shall receive up to one (1) hour of pay if required to attend grievance meetings with Employer representatives while on duty status.

2.6.1 Orientation. Union Stewards or Union Representatives will meet with new hires at each employee orientation at a time designated by the Hospital. The meeting shall not exceed one-half (1/2) hour in duration and shall be on paid time for the new employee. Attendance shall be voluntary and shall be on the unpaid time of the Union Steward. The Union Stewards shall schedule union orientation in advance by making arrangements with the Human Resources department. By the end of the week prior to each new employee orientation, the Hospital shall provide the Union with a list of all employees scheduled for the orientation. The list shall include the date of the orientation and the name, FTE, job classification, start date, shift and department of each new employee attending the orientation.



2.6.2 Union Steward Training Leave. The Union may request that up to two (2) Union Stewards selected take no more than two (2) days of unpaid leave each per year for the purpose of receiving Shop Steward training performed by the Union. Such training leave will be subject to the Employer's prior approval. The Union Steward(s) may choose to use PTO for either of these two days. The training will be one (1) full day at a time, but no more than twice per year. The Union agrees to provide the Employer with thirty (30) days advance notice of the training. Additional Stewards and training leave will be subject to the Hospital's prior approval.

2.7 Access to Premises. The Union's duly authorized representatives shall have access to the Medical Center's premises where employees covered by this Agreement are working for the purpose of investigating working conditions and grievances; provided, however, Union representatives first notify the Director of Employee and Labor Relations in Human Resources or a designee. The Union shall not have access to patient care or secured areas without prior approval from the Employer. Such visits shall not interfere with or disturb the employees in the performance of work, shall not interfere with patient care, and shall be limited to areas which do not violate Medical Center security and/or confidential Medical Center files.

2.8 Bulletin Board. The Employer shall furnish a bulletin board for the use of the Union. All materials posted on such board must, prior to posting, be approved by the Employer and signed by a designated Union representative.

2.9 Meeting Rooms. The Union shall be permitted to use designated meeting rooms of the Employer for meetings of the bargaining unit, with or without a Union representative present, provided sufficient advance request for meeting facilities is made to and approved by Human Resources, and subject to room availability.

2.10 Negotiations. Subject to appropriate advance notification by employees, the Employer will make all reasonable efforts to ensure negotiating team members shall be given unpaid release time for negotiations. Employees will be given the option to utilize accrued Paid Time Off (PTO) or time off as Approved Unpaid.

### ARTICLE 3 - MANAGEMENT RIGHTS

3.1 The Union recognizes that the Employer has the obligation of serving the public with the highest quality of patient care, efficiently and economically, and meeting medical emergencies. Therefore, subject to the express terms and conditions of this Agreement, the management of the Medical Center and the direction of the work force, including the right to hire, classify, orient, train, assign, transfer, float, promote, suspend, discharge, maintain discipline, order and efficiency of its employees, and the right to relieve employees from duty due to lack of work, low census conditions or for other reasons; the right to require reasonable overtime work of employees; the right to promulgate, revise and modify rules, regulations and personnel policies; the right to determine the nature and extent to which the Medical Center shall be operated and to change such methods or procedures, including the use of new equipment or facilities; the right to establish and change job assignments, work schedules and standards of performance; the right to

determine staffing requirements and staffing ratios; the right to determine the starting time for each shift; and the right to extend, limit, curtail or subcontract its operations, including the right to utilize the services of registry/agency personnel, is vested exclusively in the Employer.

3.2 The Union recognizes that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

#### ARTICLE 4 - DEFINITIONS

4.1 Full-time Employee. An employee who is regularly scheduled to work forty (40) hours within a seven (7) day period or eighty (80) hours within a fourteen (14) day period.

4.1.1 7/70 Staffing. An employee regularly scheduled to work ten (10) hours per day on seven (7) consecutive days, followed by seven (7) consecutive days off work shall be regarded as a full-time employee.

4.1.2 12 Hour Staffing. An employee regularly scheduled to work on a basis of three (3) twelve (12) hour days per seven (7) day period shall be regarded as a full-time employee.

4.2 Part-time Employee. An employee who is regularly scheduled to work less than forty (40) hours per week, or eighty (80) hours within a fourteen (14) day period.

4.2.1 Part-time 7-day Staffing. An employee regularly scheduled to work less than ten (10) hours per day, on seven (7) consecutive days, followed by seven (7) consecutive days off work.

4.3 Probationary Employee. An employee who has been hired by the Employer on a full-time basis for one hundred and twenty (120) calendar days or less, or on a part-time basis for one hundred eighty (180) calendar days or less, unless extended by mutual consent for a period not to exceed a total of six (6) months. Upon completion of the required probationary period, the employee shall become a regular employee. During or at the conclusion of the probationary period, either the Employer or the employee may decide to terminate the employment relationship for any reason without notice or pay in lieu of notice; such terminations shall not be subject to the grievance procedure.

4.4 Transferee Review Period. Employees transferring or reclassified to a new department or a new position shall be subject to a ninety (90) day period for performance review. This ninety (90) day period of performance review may be extended in writing by mutual consent. At any time during this performance review period, the Employer will notify the employee in writing of any deficiencies in performance. If the employee fails to meet standards of performance, as determined solely by the Employer, the employee will no longer be allowed to continue in that position. The employee will be eligible for reinstatement to the employee's prior classification

and prior department based upon available openings. If the employee is not reinstated due to the lack of an available opening, the employee will be treated as being on layoff status and subject to the recall provisions set forth in Section 6.4. This clause shall not apply to transfers within a job classification where the employee is to perform substantially the same duties as were performed in his/her former position.

4.5 Lead. Lead positions may be designated by the Employer on either a temporary or regular basis. An employee may decline the assignment of lead, so long as there is another employee available who is qualified, in the sole discretion of the Employer, and willing to serve as lead. Leads shall not be involved in managerial functions such as corrective action, hiring and firing, but may provide input into hiring decisions, employee coaching, and performance appraisals.

4.6 Month and Year. For purposes of this Agreement and the method of computing wages, longevity steps, seniority, benefits and conditions of employment provided herein, a "month" shall be defined as 173.3 credited hours and a "year" shall be defined as 2080 credited hours, or twelve (12) months, whichever comes last.

4.6.1 7/70 Staffing. A "month" shall be defined as 151.6 credited hours. A "year" shall be defined as 1820 credited hours or a twelve (12) month period, whichever comes last.

4.6.2 12 Hour Staffing. A "month" shall be defined as 156 credited hours. A "year" shall be defined as 1872 credited hours or twelve (12) months, whichever comes last.

Except as otherwise provided herein, for purposes of computing longevity steps, seniority, Paid Time Off (PTO) and Extended Illness Bank (EIB) under this Agreement, credit shall be given for all fully compensated hours, including paid leaves and call-back hours, subject to the following:

All hours for which an employee has been released under Section 7.6 due to low census shall be credited hours, regardless of whether the employee is placed on standby; and Paid standby not covered by Section 7.6 shall not be counted as credited hours.

4.7 Preceptor. A preceptor is an experienced employee proficient in clinical teaching and communication skills who is specifically assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of an employee or transferee enrolled in a defined preceptor program, the parameters of which have been set forth in writing. The preceptor is responsible for the specific, criteria based, goal directed education and training of an employee, transferee, or student (when the school instructor is not onsite) assigned a preceptor for a specific training period. Department management will determine the need for preceptor assignments. An employee may decline the assignment of preceptor, so long as there is another employee available who is qualified, in the sole discretion of the Employer, and willing to precept. It is understood that employees in the ordinary course of their professional responsibilities will be expected to participate in the orientation process of new employees and

transferees. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new employees and transferees. Serving as a preceptor from time to time shall be considered a normal part of the duties of a lead and no additional preceptor premium shall be paid for such time.

4.8 Regular Rate of Pay. Regular rate of pay shall be as defined by the U.S. Department of Labor.

## ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination. If a charge based on an alleged violation of this section is filed with a federal, state or local agency, the charge shall be handled exclusively through that agency and not through the grievance procedure of this Agreement.

5.2 Personnel File. After the probationary period, employees shall have access to the information in their personnel file. Employees shall receive copies of all Personnel Action Request forms which specify conditions of hiring, change in status, shift or leaves of absence.

5.3 Posting. The Employer shall electronically publish positions, including shift and location, to be filled five (5) days in advance of filling the position in order to afford present employees an opportunity to apply for consideration. Eligible employees interested in changing job classifications and/or shifts must apply on-line using the Employer's in-house transfer process. Should an automated process become available in the future, the postings will be emailed to employees within the team or department. Requests may be submitted at any time a desired transfer opportunity is posted. The request must identify the specific position and/or shift desired. In the selection process, the Employer will select the most qualified applicant for the position. Where such factors as documented past performance [during the past twelve (12) months], qualifications, competence, and efficiency are considered equal by the Medical Center, seniority shall be the controlling consideration in regular job openings or shift changes. The Employer shall be the sole judge of the documented past performance [during the past twelve (12) months] qualifications, competence, and efficiency of its employees, provided that such judgments are reasonable, made in good faith and not arbitrary or capricious.

5.3.1 New Positions. The Employer shall notify the Union of any newly created job classifications. Newly created job classifications within the bargaining unit shall be electronically posted for at least five (5) days in advance of filling the position.

5.3.2 Shift Start Time Changes. Shifts with start times changed by three (3) hours or more shall be posted for bidding within the job classification.

5.4 Orientation. Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instructional conferences, floor and/or shift work. The objectives of orientation shall be to familiarize new personnel with the objectives and philosophy of the Medical Center, to orient new personnel to Medical Center policies and

procedures, and to instruct new employees as to their functions and responsibilities as defined in job descriptions.

5.5 Inservice Education. An inservice program will be maintained by each department. Attendance at inservices will be considered as time worked and paid at the appropriate rate of pay.

5.6 Discipline or Discharge. Discipline or discharge shall only be for just cause. The Employer shall be the judge of whether there is cause for discipline, provided, however, that said judgment may be the subject of a grievance pursuant to Article 14 to determine whether or not that judgment was reasonable and was not arbitrary or capricious. "Just cause" shall include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay), provided, however, an employee may be subject to immediate dismissal or suspension based upon the seriousness of the offense. Employees shall receive a copy of all written warnings. Employees shall be required to sign and date the written warning for the purpose of acknowledging receipt thereof. An employee may request the attendance of a Union representative at scheduled disciplinary meetings (providing the Union representative's attendance will not cause any unreasonable delay) and/or investigatory meetings, as provided for and limited by law.

5.7 Notice of Resignation. Employees shall be required to give at least twenty-one (21) calendar days' prior written notice of resignation. This twenty-one (21) calendar day notice requirement shall not include Paid Time Off (PTO) or unverified Extended Illness Bank (EIB). Failure to give notice shall result in loss of accrued PTO benefits. The Employer will give consideration to situations that would make such notice by the employee impossible.

5.8 Performance Appraisal. A documented appraisal of performance shall be conducted at the end of the probationary period and annually thereafter. A copy of the performance appraisal shall be made available to the employee. Employees will be given the opportunity to provide a documented response to the formal evaluation. Employees shall sign and date the evaluation.

5.9 Use of Auto. If an employee is required by the Employer to use his or her own automobile to travel in order to conduct Medical Center business, the employee shall be reimbursed for business related travel at the applicable IRS mileage rate. If the allowance for business mileage changes during the term of this Agreement, the mileage reimbursement rate shall be changed by the same amount, as soon as administratively feasible (but in no case longer than thirty (30) days) following the publication date of the IRS allowance change. Travel must be authorized in advance by the Department Head.

5.10 Labor-Management Committee. A Labor-Management Committee shall be established and will meet at mutually agreeable times, but not to exceed once per quarter unless each party mutually agrees to more frequent meetings. The purpose of the Committee will be to foster improved communication and to discuss other matters of mutual concern, including educational opportunities. The Committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of representatives of management and up to five (5) employees selected by the Union. All members of the Committee shall be employees of the

Medical Center. A Union representative may attend. Committee participation will be considered as time worked and paid at the appropriate rate of pay.

#### ARTICLE 6 - SENIORITY, LAYOFF AND RECALL

6.1 Seniority. Seniority shall mean an employee's continuous length of service in the bargaining unit from the employee's most recent date of hire as a regular employee, subject to the following: Seniority shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the employee's most recent date of hire.

6.2 Layoff. If a permanent or prolonged reduction in personnel is necessary, the Employer shall provide employees subject to layoff thirty (30) calendar days' advance notice, or pay in lieu thereof based on scheduled hours. The Employer will also provide the Union with at least thirty (30) calendar days' advance notice. Upon request, the Union and the Employer will meet to review the procedure to be utilized, the seniority list and the order of layoff. Employees shall be laid off by Department in the inverse order of their seniority, provided that the employee(s)' skill, ability to perform the work required by the job are considered to be equal in the opinion of the Employer. For purposes of this section, an employee will be considered to have skills equal to another employee's skills if, in the Employer's opinion, the employee could function independently at acceptable performance levels with two (2) weeks of orientation. If an employee has not achieved a satisfactory level of performance in the opinion of the Employer after completing the two (2) weeks of orientation to the position, the employee will be subject to layoff and placement on the recall roster. Employees subject to layoff may elect to be terminated and be eligible for severance payments according to the Employer's policy. Employees who choose termination with severance shall be ineligible for recall rights and shall be considered to have terminated their employment.

6.3 Reduction in Hours. In the event of a reduction in hours which results in a change in FTE status, the Employer will make a good faith effort to reduce the hours of the least senior employee within a classification on a work unit and shift, subject to skill and ability, patient care needs, staffing considerations and hours of operation.

6.4 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, the order of reinstatement shall be the reverse order of layoff providing the employee's skills and ability to fill the position are considered equal in the opinion of the Employer. There is no loss of benefits if the employee is reemployed within twelve (12) months.

6.5 Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship (for example, discharge, resignation, retirement, or refusal to accept a comparable job opening offered by the Employer while on layoff), after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

6.6 Restructure. A restructure of staff may occur when two (2) or more units/departments merge or consolidate; or when the FTE complement on a unit is reconfigured or changed; or

when there is a change in staffing pattern (e.g. 12-hour staffing to 8 or 10-hour staffing, or vice versa) or when a change in skill mix occurs. If a restructure of a department affects a majority of the employees in the department, then the Employer shall allow all employees in the affected job classifications to rebid on the available remaining positions on the basis of seniority, providing skill, ability and experience are considered substantially equal in the opinion of the Employer. For purposes of this section, an employee's qualifications will be considered equal to another employee's qualifications if that employee could reasonably expect to be trained to perform the new job within one (1) month in the opinion of the Employer. If the restructure affects less than the majority of the employees in the department, the Employer, at its option, may rebid the affected positions or utilize other methods for change as provided for in this Agreement. In the event of a rebid of positions, the Employer shall notify the union and the employee(s) a minimum of thirty (30) days prior to the effective date of the restructure.

## ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Day. The normal work day shall consist of eight (8), nine (9), ten (10) or twelve (12) hours' work excluding meal periods.

7.2 Work Period. The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

7.2.1 7/70 Staffing. The normal work period shall consist of seventy (70) hours of work within a seven (7) consecutive day period followed by seven (7) consecutive days off duty.

7.3 Innovative Work Schedules. An innovative work schedule is defined as a work schedule that requires a change, modification or waiver of certain provisions of this Agreement. Innovative work schedules not specified in this Agreement may be established by mutual agreement between the Employer and the employee and with the consent of the Union. Where work schedules other than a five (5) eight (8) hour day schedule are utilized, the Employer shall have the right to revert back to the five (5) eight (8) hour day schedule or to a work schedule which is recognized by this Agreement after thirty (30) days' advance notice to employees.

7.4 Overtime. All overtime must be approved by the appropriate supervisor. Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked beyond the normal full-time work day or normal work period. If an employee works more than four (4) consecutive hours beyond the scheduled full-time work day, all additional overtime hours following the first four (4) hours of overtime shall be paid at the rate of double (2x) the employee's regular rate of pay. Overtime will be paid to the nearest fifteen (15) minutes. Time paid for but not worked shall not count as time worked for the purpose of computing overtime. There shall be no pyramiding or duplication of overtime and/or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x).

7.4.1 7/70 Staffing. If an employee works seven (7) ten (10) hour consecutive days (including low census days) followed by seven (7) consecutive days off, the

employee shall receive time and one-half (1 1/2) for all hours worked during the employee's scheduled week off.

7.4.2 Variable Work Schedules. If a particular shift schedule is eight (8) hours or less, overtime will be paid after eight (8) hours of work. For work schedules of more than eight (8) hours, but not more than ten (10) hours in duration, overtime shall be paid after ten (10) hours of work. This provision shall apply to the part time 7-day work schedule.

7.4.3 12 hour shifts. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Employees working this twelve (12) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the twelve (12) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than two (2) consecutive hours beyond the end of the twelve (12) hour shift, all overtime hours after fourteen (14) consecutive hours of work for that shift shall be paid at double time (2x).

7.5 Meal/Rest Period. All employees shall receive an unpaid thirty (30) minute meal period during each regular work day; provided, however, that if an employee is required by the Employer to remain on the premises, such time shall be considered as time worked for pay purposes. Meal periods will be scheduled in accordance with the needs of the individual departments. Employees shall receive two (2) fifteen (15) minute paid rest breaks during each eight (8), nine (9), or ten (10) hour work day. For 12 hour shifts, employees shall receive a fifteen (15) minute rest break for each four (4) hours worked. During these rest breaks, employees shall remain on the Medical Center premises. Meal periods and rest breaks may be combined with mutual agreement between the Employer and employee. The parties agree that the Employer's practices providing one (1) unpaid meal period in a twelve (12) hour shift and permitting employees to combine their rest and/or meal breaks constitute specific variances from the provisions of WAC 296-126-092 pursuant to RCW 49.12.187 and WAC 296-126-130. Meal periods and rest breaks shall otherwise be administered in accordance with state law (WAC 296-126-092). Employees must record any missed meal periods/rest breaks in the Employer's time and attendance system. There shall be no retaliation for recording missed meal periods/rest breaks. Holding employees accountable for time management shall not be construed as retaliation.

7.6 Low Census. During periods of low census, the Employer will first ask for volunteers. If there are no volunteers, the Employer will endeavor to rotate low census equitably among all employees within a job classification by shift, with agency/traveler and per diem staff being scheduled off first, agency/traveler contract permitting, subject to skill, competence, ability and availability as determined by the Employer. A list of the number of low census hours (including voluntary low census days) for each employee will be maintained and be available. If all other factors are equal, the Employer will rotate low census beginning with the least senior employee. The low census rotation list shall be restarted each January 1 and July 1. Employees taking low census shall continue to accrue benefits on cancelled hours of work. At the employee's option,



an employee may use Paid Time Off (PTO) pay for low census. Employees shall not be required to take mandatory low census in excess of forty-eight (48) hours per six (6) months (January 1 through June 30 and July 1 through December 31). In the event the Employer places an employee on standby status while on low census, the employee may request Paid Time Off (PTO) pay for that day in addition to standby pay. No employee should be scheduled to work overtime on a shift while another employee in the same job classification on the same shift is on low census except on an emergency basis or in order to complete work assigned during their scheduled shift

7.7 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released from duty by the Employer because of low census shall receive a minimum of four (4) hours' work or one-half (1/2) of the scheduled shift, whichever is greater, at the regular rate of pay. This commitment shall not apply when the Employer has made a good faith effort to notify the employee at least one and one-half (1 1/2) hours in advance of the scheduled shift. It shall be the responsibility of the employee to notify the Hospital of the employee's current address and telephone number.

7.8 Work Schedule. Monthly work schedules shall be posted no less than ten (10) days prior to the effective date of the schedule. After schedules are posted, management will make an effort to give unfilled shifts to part-time staff whenever possible. Part time employees may request additional hours by submitting to management their requested time prior to the schedule being posted. The Employer will provide at least thirty (30) days' notice of any change between eight (8), nine (9), ten (10), and twelve (12) hour shifts. The Employer recognizes that it is a staff satisfier to have consistent days and shift times off. It is also recognized and understood that deviations from the normal hours of work will occur from time to time, resulting from several causes, such as but not limited to vacations, leaves of absence, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Except in emergency conditions, unforeseeable conditions beyond the Employer's control, and low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent.

7.9 Work in Advance of Shift. When an employee is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the straight-time rate of pay. Work performed during the scheduled shift shall be paid at the regular rate of pay.

7.10 Third Consecutive Weekend. The Employer shall continue to exercise its best efforts to attempt to avoid scheduling employees on three (3) or more consecutive weekends, except for those employees who agree to work a third consecutive weekend.

7.11 Seventh Consecutive Day. The Employer shall continue to exercise its best efforts to attempt to avoid scheduling employees seven (7) consecutive days, except for those employees who are working a 7/70 staffing schedule and those who agree to work seven (7) or more consecutive days.

7.12 Rest Period 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. In the event an employee is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be paid at time and one-half (1 1/2). This section shall not apply to standby and callback assignments, inservice, education or training, committee meetings or staff meetings.

7.12.1 12-hour Shifts. For twelve (12) hour shifts, the rest between shifts commitment will be ten (10) hours; otherwise, the commitments in Section 7.12 shall apply.

7.13 Callback Options. If an employee has not had eight (8) consecutive hours of rest due to a call back pursuant to Section 8.6 of this Agreement, the Employer may, at its option, allow that employee to leave work earlier than scheduled, without pay or with Paid Time Off (PTO) pay.

7.14 Increased Hours for Part-time Employees. The Medical Center shall continue its present practice of offering part-time employees the opportunity to increase their hours before per diem, agency, contract employees or other temporary employees are called in or before new employees are hired. The hours shall be filled on the basis of seniority, providing the applicant's skills, competence and ability are deemed substantially equal by the Employer. The Employer shall be the sole judge of an individual's qualifications, which shall be based upon job related criteria.

7.15 Staff Meetings. Mandatory staff meetings shall be considered as time worked. Any employee required to attend a staff meeting on a day off or to attend a meeting that begins more than one-half (1/2) hour after the end of the employee's shift or ends more than one-half (1/2) hour before the employee's shift begins shall be paid for a minimum of two (2) hours unless the employee is able to participate by phone or video conference, in which case they shall be paid a minimum of one (1) hour.

## ARTICLE 8 - COMPENSATION

8.1 Wage Rates. Employees covered by this Agreement shall be paid no less than the wages set forth in Appendix A attached hereto and made a part of this Agreement.

8.2 Compensation Effective Dates. All increases in compensation set forth in this Agreement (including wage rates and longevity steps set forth in Appendix A) shall become effective the first full payroll period on or after the date(s) designated.

8.3 Recognition of Past Experience. Full-time and part-time employees hired during the term of this Agreement through December 31, 2019, shall be compensated at a wage level in accordance with the following plan unless otherwise agreed to by the Employer and employee involved:

- a. Employees with two (2) or more years of recent experience shall be employed at not less than Step PS2 (1 yr).

- b. Employees with four (4) or more years of recent experience shall be employed at not less than Step PS3 (2 yr).
- c. Employees with six (6) or more years of recent experience shall be employed at not less than Step PS4 (3 yr.).
- d. Employees with eight (8) or more years of recent experience shall be employed at not less than Step PS5 (4 yr.).

Effective January 1, 2020, full-time and part-time employees hired shall be compensated at a wage level in accordance with the following plan unless otherwise agreed to by the Employer and employee involved:

- a. Employees with two (2) or more years of recent experience shall be employed at not less than Step PS3 (2 yr).
- b. Employees with four (4) or more years of recent experience shall be employed at not less than Step PS5 (4 yr).
- c. Employees with six (6) or more years of recent experience shall be employed at not less than Step PS7 (6 yr).
- d. Employees with eight (8) or more years of recent experience shall be employed at not less than Step PS9 (8 yr).

For purposes of this Section, recent experience shall be defined as a continuity of experience without a break in service of such a nature as to reduce the level of professional skills and expertise in the opinion of the Employer. The parties agree that the Employer may pay for prior experience based solely upon its own determination and discretion.

8.4 Shift Differential. Employees assigned to work the evening shift (3:00 p.m. - 11:30 p.m.) shall be paid a shift differential of two dollars fifty cents (\$2.50) per hour. Employees assigned to work the night shift (11:00 p.m. - 7:30 a.m.) shall be paid a shift differential of three dollars fifty cents (\$3.50) per hour. Employees shall be paid shift differential for those hours worked on an evening or night shift if four (4) or more hours are worked on the designated shift.

8.5 Standby Pay. Employees placed on standby status off Medical Center premises shall be compensated at the rate of four dollars (\$4.00) per hour. After fifty (50) hours of standby in a pay period, employees on standby shall receive an additional one dollar (\$1.00) per hour for each additional hour of standby. Standby duty shall not be counted as hours worked for purposes of computing overtime or eligibility for longevity steps or benefits. Employees on standby shall be provided with signal devices upon request. Standby pay shall continue to be paid after the employee has been called back to work.

8.6 Callback. Employees called back to work while on standby status shall be paid for the time worked, as reflected in the Employer's time and attendance records, at a rate of one and

one-half (1 1/2) times their regular rate of pay. When called back to duty, an employee shall be paid for a minimum of three (3) hours at the callback rate. This shall be a rolling three (3) hours period. If an employee is called back to work more than once during a three (3) hour guaranteed period, and callback work extends beyond the three (3) hours guaranteed period, a new three (3) hours minimum guarantee shall start.

Times shown in examples below represent hours worked by an employee while scheduled on standby.

Example #1: First call back: 1200-1245 (three (3) hour guarantee ends at 1500)  
Second call back: 1330-1400  
Third call back: 1445-1530 (new three (3) hour guarantee starts at 1500)  
This results in six (6) hours guaranteed pay.

Example #2: First call back: 1200-1530  
This results in three and one-half (3 1/2) hours pay.

Example #3: First call back: 1156-1505  
This results in three (3) hours pay per Employer's time and attendance system.

Example #4 First call back: 2100-2215 (three (3) hour guarantee ends at 2400)  
Second call back: 2235-2404 (included in initial three (3) hour guarantee due to 7 minute rounding rule in Employer time and attendance system)  
This results in three (3) hours pay.

The Employer will attempt to avoid calling in employees who are not on standby status. If it becomes necessary, however, to require additional personnel to work, such employees shall be guaranteed a minimum of three (3) hours' work or pay at the appropriate rate of pay.

8.7 Work in Multiple Classifications. Employees who work in multiple classifications must clock in to each appropriate job classification, using the time and attendance system, in order to be paid for all actual hours worked at the pay rate designated for that job classification.

8.8 Promotion to Higher Classification. Employees promoted to a regular position in a higher classification within the bargaining unit shall be placed at the lowest step in the higher classification that provides for at least a three percent (3%) increase in pay, not to exceed the maximum of the pay range.

8.9 Weekend Differential. Any employee who works on a weekend shall receive two dollars twenty-five cents (\$2.25) per hour premium pay for each hour worked on the weekend in addition to the employee's regular rate of pay. Weekend premium pay shall not be included in the employee's regular rate of pay for overtime calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:30 p.m. Sunday.

8.10 Preceptor Pay. Employees who are assigned preceptor duties under Section 4.7 shall receive a pay differential of one dollar (\$1.00) per hour for time actually involved in precepting.

8.11 Lead Pay. Lead Pay premium shall be two dollars and seventy five cents (\$2.75) over the regular rate of pay for the employee's classification.

8.12 Certification Pay. Effective January 1, 2020, employees certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar (\$1.00) per hour, unless the certification is required for the position and/or the certification is included in the pay range, provided that the employee continues to meet all educational and other requirements to keep the certification current and in good standing. A list of approved certification programs will be kept in Human Resources. New certification programs may be considered for addition to the list by submitting a thorough program description, including purpose, scope, term, prerequisites for certification, recertification fee schedule, mailing address, and any other pertinent information to Human Resources. The Chief Human Resources Officer shall have the final decision as to whether any additions will be made to the list. The employee must document certification achievement and recertification with Human Resources. A certified employee is eligible for only one certification premium, regardless of other certifications the employee may have.

8.13 Respiratory Therapy Neonatal Intensive Care Unit (NICU) Premium. Registered Respiratory Care Practitioners who work in the NICU shall receive a premium of five dollars (\$5.00) per hour over their regular rate of pay for time worked in the NICU. Employees assigned to the Registered Respiratory Care Practitioner-NICU job classification shall receive the five dollars (\$5.00) per hour NICU premium for all hours (even if floated out of the NICU). In order to be assigned to the Registered Respiratory Care Practitioner-NICU job classification, an employee must be regularly-scheduled for the majority of work shifts in the NICU and obtain Neonatal/Pediatric Specialty (NPS) from the National Board for Respiratory Care. Once an employee is assigned to the Registered Respiratory Care Practitioner-NICU job classification, the Employer will make a good faith effort to continue scheduling the employee for the majority of his/her work shifts in the NICU.

## ARTICLE 9 - HOLIDAYS

9.1 Recognized Holidays. The following days shall be recognized as holidays under, this Agreement:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
(1) Personal Holiday	

9.2 Holiday Benefit Pay. Full-time and part-time employees, who are not required to work on one of the holidays designated in Section 9.1 shall receive up to eight (8) hours' holiday benefit pay at the straight rate of pay, provided they work their regularly scheduled day before and regularly scheduled day after the holiday, unless their absence is excused or authorized by

the Employer. Part-time employees shall receive holiday benefit pay pro-rated based on FTE status.

9.2.1 7/70 Staffing. Employees shall be paid seven (7) hours' straight time pay on holidays not worked. Part-time employees shall receive holiday pay on a pro rata basis.

9.3 Work on a Holiday. Any employee who is required to work on a holiday designated in 9.1 shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked. All full-time and part-time employees shall also receive holiday benefit pay as described in Section 9.2 for each hour worked on a holiday designated in Section 9.1 up to a maximum of eight (8) hours' pay. Employees working on the second shift on Christmas Eve shall receive time and one-half (1 1/2) the regular rate of pay.

9.3.1 Rotation of Holiday Work. Scheduled time off over holidays, either for the holiday itself or as part of a Paid Time Off (PTO) request shall be rotated among employees within a work unit.

9.3.2 Winter Holiday Schedule. The Employer shall make an effort to post the Winter holiday schedule as early as October 15. The Winter holidays are those that fall between November 15 and January 2.

9.4 Night Shift. Holiday pay for employees working the night shift shall be given for the shift where the majority of the hours worked are on the designated calendar date for the holiday. In the event the Employer's payroll system is upgraded to allow for converting over to pay for actual time worked on the holiday, the Employer may change to paying for time actually worked after providing the Union with thirty (30) days' notice.

9.5 Personal Holiday. Effective the 2020 payroll year, part-time and full-time employees shall receive up to eight (8) hours' holiday pay (based on and prorated to the employee's FTE status). The personal holiday shall be awarded at the start of each payroll year (the payroll year is not the calendar year and may start as early as mid-December) and must be taken off within the payroll year in which it was earned. The personal holiday may not be carried over from one year to the next. The personal holiday will be scheduled off by mutual consent.

#### ARTICLE 10 - PAID TIME OFF (PTO) AND EXTENDED ILLNESS BANK (EIB)

10.1 Paid Time Off (PTO) Eligibility. Employees may take PTO as they accrue PTO hours, subject to prior scheduling as described below.

10.2 PTO Benefits. Employees shall accrue PTO benefits according to the following schedule:

<u>Accrued After:</u>	<u>Rate of Accrual</u>	<u>Max Hours Accrued Per Year (based on 2,080 hours)</u>
0 years	0.065385/paid hour	136
3 years	0.084615/paid hour	176
5 years	0.089423/paid hour	186
7 years	0.094231/paid hour	196
9 years	0.100962/paid hour	210
11 years	0.107692/paid hour	224
13 years	0.109615/paid hour	228
15 years	0.111538/paid hour	232
20 years	0.113462/paid hour	236
25 years	0.115385/paid hour	240
30 years	0.117308/paid hour	244

10.3 Scheduling. The Employer retains the right to schedule PTO so that there will be no disruption in the Hospital routine. The employee with the most seniority in the bargaining unit will have priority in selecting PTO time, except as described in Section 10.3.1. Bidding for vacations shall take place twice per year. During the month of January, employees shall bid for PTO to take place between April 1 and September 30. During the month of August, employees shall bid for PTO to take place between October 1 and March 31. The Employer shall respond within fourteen (14) calendar days after the close of the bidding periods. PTO requests submitted after the bidding periods shall be considered on a first-come, first-served basis. The Employer will respond within fourteen (14) calendar days of receipt of a request submitted after the bidding months of January and August. PTO scheduling shall be subject to prior supervisory approval.

10.3.1 Scheduling PTO During Prime Time: Prime time during the summer will be defined as Memorial Day through Labor Day of each year. Prime Time during the winter will be defined as November 15 to January 15 of each year. Requests for prime time PTO scheduling must be submitted before February 1 for summer scheduling and before September 1 for winter scheduling. PTO will be approved on a seniority basis. In the event there are conflicting requests, then the same vacation period may not be granted to the same person in consecutive years, so that equitable access exists in obtaining PTO.

10.4 Restrictions. PTO hours shall not exceed a balance of 300 hours.

10.5 PTO Cash Out. An employee may cash out up to one-hundred and twenty (120) of his/her accrued and unused PTO hours on a payroll calendar year basis, provided that the employee makes an irrevocable election of such cash-out during the open enrollment period of the preceding year, and the employee retains at least forty (40) hours in his/her PTO bank at the time of the cash-out. Such cash-out will be paid on any of the pay periods designated by the Employer at the time of open enrollment.

10.6 Shared Leave. PTO time may be transferred to another employee consistent with Evergreen Policy on Shared Leave.

10.7 Extended Illness Bank (EIB) Accrual. The EIB shall be accumulated by eligible employees at a rate of .026923 per paid hour up to a maximum of 720 hours. EIB benefits shall be accrued from date of hire.

10.8 EIB Eligibility. Employees may take EIB after the first sixteen (16) hours or two (2) days (whichever occurs first) of PTO having been used for each absence (or from the first day of absence per the hospital policy).

10.9 Compensation. The EIB will be accessed under the current PTO policy and paid at the employee's straight time rate of pay for bona fide cases of personal illness or injury which have incapacitated the employee from performing regular duties.

10.10 Proof of Illness. The Employer reserves the right to require reasonable written proof of illness. Proven abuse of PTO/EIB leave may be cause for discharge. Excessive absenteeism will be subject to counseling/disciplinary action in accordance with Medical Center absenteeism policies.

10.11 Notification of Absence. Employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with supervision.

10.12 Worker's Compensation Insurance. In any case in which an employee would be entitled to benefits or payments under the Industrial Insurance Act those payments shall be in lieu of the employee's regular PTO/EIB pay benefits otherwise payable. It shall be the employee's option to use PTO/EIB benefits as compensation for the difference between Worker's Compensation payments and the employee's regular rate of pay. It shall be the employee's option to opt out (in writing) from the use of EIB benefits (or PTO if no EIB is available) as compensation for the difference between Worker's Compensation payments and the employee's regular rate of pay.

10.13 Washington Family Care Act (RCW 49.12.265-.295). PTO/EIB may be used in the event of a health condition of an employee's child under the age of eighteen (18) that requires treatment or supervision, or for a child age eighteen (18) or older and incapable of self care due to mental or physical disability, or in the event of a serious health condition or an emergency condition of an employee's spouse, State-registered domestic partner, parent, parent-in-law or grandparent in accordance with and subject to the Washington Family Care Act (RCW 49.12.265-.295) as it may be amended from time to time.

10.14 Plan Changes. In the event the Employer modifies its current plan, the Employer will review the proposed plan changes with the Union prior to implementation.



## ARTICLE 11 - LEAVES OF ABSENCE

11.1 In General. All leaves of absence, of more than five (5) working days, must be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request and stating the conditions of the leave of absence shall be given by the Employer within thirty (30) days of the request. Accrued Paid Time Off (PTO) and Extended Illness Bank (EIB), if applicable, must be utilized until exhausted while on a leave of absence prior to any portion of the leave of absence being unpaid, except as provided by law.

11.2 Disability Health Leave. After one (1) year of continuous employment, a leave of absence for health reasons shall be granted upon the recommendation of a physician for the period of disability up to six (6) months, without loss of benefits to the date such leave commences. Employees on a disability health leave will be allowed to return to the employee's former position so long as the total absence (including time on PTO/EIB) does not exceed ninety (90) calendar days. An employee on a disability health leave of absence for longer than ninety (90) calendar days will receive priority for the first available similar opening for which the employee is qualified. Except for references to sick leave, the leave of absence provisions of this section shall apply to adoption.

11.2.1 Maternity Disability Leave. A leave of absence for maternity disability leave shall be granted for the period of the disability as recommended by a physician, without loss of benefits to the date such leave commences. PTO and EIB leave for which the employee is eligible shall run concurrently with this leave. An employee on a maternity disability leave will be reinstated to her same job or a similar job with like pay, unless justified by business necessity. The employee may retain all rights under this Agreement.

11.3 Parenting Leave. After one (1) year of continuous regular employment, permission shall be granted for a leave of absence to: (a) care for a newborn or newly adopted child of the employee under the age of six at the time of placement or adoption, or (b) care for a child under the age of eighteen years old of the employee who has a terminal health condition. A leave of absence begins on the first absence from work or, in the case of childbirth, on the first day after the mother's temporary medical disability from childbirth has ended. Parenting leave shall be unpaid except: (a) an employee shall use accrued Paid Time Off (PTO) at the beginning of the leave, and (b) an employee on leave to care for a terminally ill child may use accrued sick leave at the beginning of the leave as permitted by state law and thereafter use accrued Paid Time Off (PTO). Except in special circumstances, employees must give at least thirty (30) days' advance written notice of parenting leave. Parenting leave must be completed within twelve (12) months after the birth or placement for adoption. An employee on parenting leave not exceeding twelve (12) weeks from date of first absence from work or, in the case of childbirth, from the day after the mother's temporary medical disability from childbirth has ended, shall be entitled to return to his or her prior position. Thereafter, the employee shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year. If both parents of the newborn or newly adopted child are employees, they shall be entitled to a total of twelve (12) weeks of parenting leave to be granted to only one employee parent at a time. Alleged violations

of parenting leave provisions shall be submitted to the grievance procedure set forth herein in accordance with the Family Leave Law. Parenting leave shall be consistent with and subject to the conditions and limitations set forth by state law.

11.3.1 Family and Medical Leave. The Employer shall provide leaves of absence in compliance with the Family and Medical Leave Act of 1993, a summary of which may be obtained in the Human Resources office.

11.4 Personal Leave. After one (1) calendar year of continuous employment, an employee may apply for a personal leave of absence. Accrued Paid Time Off (PTO) and Extended Illness Bank (EIB), if applicable, must be utilized until exhausted while on a leave of absence prior to any portion of the leave of absence being unpaid, except as provided by law. The Employer will determine whether or not the leave shall be granted and the duration thereof. Personal leaves of absence will not generally be granted for longer than three (3) months. Personal leaves do not include job protection.

11.5 Military Leave. A leave of absence required in order for an employee to maintain status in a military reserve of the United States shall be granted in accordance with state and federal law. There shall be no loss of benefits accrued to the date such leave commences.

11.6 Paid Education Leave. After one year of continuous employment, permission may be granted for a leave of absence without pay for job-related study, without loss of accrued benefits, provided such leave does not jeopardize Medical Center service.

11.6.1 Full time employees shall receive six-hundred (\$600) dollars of continuing education funds per calendar year (pro-rated for part time employees). These funds may be used for any tuition, course fees, books, supplies or expenses for educational programs related to employee's current position or desired position at EvergreenHealth. Electronic devices such as smart phones, tablets, PC's and laptops, as well as software, are excluded from reimbursement. The funds may also be used to make up wages in the event the training is during an employee's regular work day and work hours. The course must be pre-approved by management and payment will be made upon receipt of proof of attendance.

11.6.2 If the Employer requires an employee to attend continuing education, the employee's regular salary, tuition and per diem expenses for the employee to attend will be paid by the Medical Center.

11.7 Bereavement Leave. Employees shall be allowed up to twenty-four hours off with pay (pro-rated for part-time employees) in case of a death in the employee's immediate family. If the employee is required to travel in excess of five hundred (500) miles round trip, sixteen (16) additional hours off with pay (pro-rated for part-time employees) may be granted. Immediate family shall be defined as spouse, or (documented) domestic partner, child, stepchild, parent, stepparent, brother, sister, grandparent or grandchild or the in-law equivalent of parents, brother and sister.

11.8 Jury Duty. Any employee who is called upon to serve on jury duty on a regularly scheduled working day shall be compensated by the Medical Center for the normal straight time rate of pay due the employee for the period of jury service. All employees who receive a jury summons should report immediately to their supervisor to discuss time off for jury service. When reporting for jury service, the employee shall request of the jury bailiff that the employee be released as soon as the employee's services are no longer needed. If an employee is excused by the court on any day of such duty falling within the normal work schedule and could return to work with one-half (1/2) or more of his/her normal shift remaining, the employee shall then notify the supervisor and, if asked, directly report to work for the balance of the normal shift.

11.9 Benefits During Leave. An employee on an unpaid leave of absence will not continue to accrue benefits during that leave, but there shall be no loss of previously accrued benefits if the employee returns to work as scheduled at the end of the allowed leave. To the extent allowed by the applicable insurance policy, an employee desiring insurance benefits to continue during a leave of absence may do so by paying the full premium, which may include appropriate administrative fees to the Employer monthly in advance on the basis as all other employees under similar conditions.

11.10 Return to Work. Employees who indicate their availability to return to work on a timely basis in accordance with an approved leave of absence to which Section 11.2, 11.3 or 11.4 do not apply shall be entitled to the same position if the leave is six (6) weeks or less, including both paid and unpaid time. If the leave exceeds six (6) weeks, the employee shall be given the first available similar opening for which the employee is qualified; provided, however, this commitment shall be limited to six (6) months following the date the employee was able to return to work. An employee who does not return to work at the end of the allowed leave of absence may be terminated as of the last paid day. Reapplication shall be necessary for any further employment.

## ARTICLE 12 - EMPLOYEE BENEFITS

12.1 Medical and Dental Insurance. Beginning the first of the month following the date of hire, all full-time and all part-time employees regularly working twenty (20) or more hours per week shall be included under and covered by the Employer's group insurance plan providing medical, surgical, hospital and dental insurance benefits with the employee-only premiums to be paid by the Employer.

12.2 Benefit Opt-Out Plan. In lieu of all benefits except for shift differential, call back pay, standby pay and longevity steps, a full or part-time employee may elect a fifteen percent (15%) wage differential, providing the employee provides the Employer with a sworn statement that the employee is covered by health insurance elsewhere. This election must occur when first eligible for benefits or within ten (10) days of the signing of this Agreement, whichever is later, or annually on dates designated in advance by the Employer, providing enrollment is approved by the carrier. Employees will be given advance notice of such dates. Thereafter, no change in benefit compensation shall be granted during the term of this Agreement. Any accrued Paid Time Off (PTO) shall be paid to the employee at the time the employee elects the fifteen percent (15%) wage differential. Beginning April 1, 1991, and thereafter, an employee's tenure with the

Medical Center while receiving the fifteen percent (15%) wage differential will be counted for purposes of accruing additional benefit level increases under the Paid Time Off (PTO) plan should the employee elect to drop the Benefit Opt-Out Plan and select the Medical Center's benefit plan. Time spent on the Benefit Opt-Out Plan prior to April 1, 1991, will not count toward the accrual of future Paid Time Off (PTO) benefits.

12.3 Workers Compensation/Unemployment Compensation. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. Upon request, an employee may elect to receive from accrued sick leave the difference between Worker's Compensation benefits and the employee's regular rate of pay.

12.4 Professional Liability. Professional liability insurance will be carried by the Employer at no cost to the employees covered by this Agreement.

12.5 Prescriptions. Employees may purchase available prescriptions or over-the-counter drugs from the hospital pharmacy at cost plus a reasonable handling charge to be established by the Employer.

12.6 Retirement. The Employer for the term of this Agreement shall continue the existing retirement plan as now established or as it may be amended for the benefit of all employees.

12.7 Eligibility Requirements. Participation in medical, dental and any other insurance or retirement benefits provided by the Employer shall be subject to specific plan eligibility requirements. In the event the Employer modifies its current plan or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation.

12.8 Washington Paid Family and Medical Leave (WPFML). The Employer shall provide WPFML in accordance with the laws in Washington State.

### ARTICLE 13 - NO STRIKE--NO LOCKOUT

13.1 No Strike-No Lockout. The parties to this Agreement realize that the Medical Center provides special and essential services to the community, and that for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees, and (b) neither the employees nor their agents or other representatives, including but not limited to the Union, shall, directly or indirectly authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organization or other party's picket line. In the event of any such activity referred to in clause (b) above, the Union and its officers will do everything within their power to end or avert the same. In addition, any employee participating in any of the prohibited activities specified herein shall be subject to immediate dismissal or replacement, at the discretion of the Employer.

## ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Grievance Defined. A grievance is defined as an alleged breach of the express terms and conditions of the Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

- Step 1.            Employee, Union Representative and Immediate Supervisor.  
If any employee has a grievance, the employee and the Union representative, if requested by the employee, shall first present the grievance in writing to the employee's immediate supervisor within twenty-one (21) calendar days from the date the employee became aware or reasonably should have been aware of the event from which the grievance arose. The parties shall meet at a mutually agreeable time for the purpose of resolving the grievance. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing to the employee within fourteen (14) calendar days following the grievance meeting.
- Step 2.            Employee, Union Representative and Director.  
If the matter is not resolved to the parties' satisfaction at Step 1, the employee (and/or Union representative) shall present the grievance to the Director (and/or designee) within fourteen (14) calendar days of the immediate supervisor's written decision. The parties shall meet at a mutually agreeable time for the purpose of resolving the grievance. The Director (or designee) shall issue a written reply within fourteen (14) calendar days following the grievance meeting.
- Step 3.            Employee, Union Representative and Executive.  
If the matter is not resolved to the parties' satisfaction at Step 2, the grievance shall be referred in writing to the appropriate Executive (or designee) within fourteen (14) calendar days of the Director's Step 2 written decision. The parties shall meet at a mutually agreeable time for the purpose of resolving the grievance. The Executive (or designee) shall issue a written response within fourteen (14) calendar days of the meeting with the grievant.
- Step 4.            Arbitration.  
If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days after the decision of the Executive in Step 3. If the Medical Center and the Union fail to agree on the arbitrator, a sub-regional list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon

alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. 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 by mutual consent 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. Neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or information in its possession or under its control for any purpose except insofar as they may be relevant to a pending or potential grievance, or to pending negotiations for a renewal of the collective bargaining agreement. If necessary, the Arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

#### ARTICLE 15 - GENERAL PROVISIONS

15.1 Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

15.2 Past Practices. Any and all agreements, written and verbal, previously entered into by the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

15.3 Disasters. Except as otherwise provided by law, the Medical Center shall be relieved of any and all obligations hereunder relating to scheduling, lunch and rest periods, job posting, temporary shift changes and transfers, in the event of and during the term of a disaster or catastrophe such as, but not limited to, a fire, flood, explosion, power failure, earthquake, or other act outside the control of the Employer and causing disruption to the Medical Center's normal operations.

15.4 State and Federal Laws. This Agreement shall be subject to all future and present applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governing authority. Should any provision or provisions become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of

this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

15.5 Contract Minimums. The Employer may, at its sole discretion, pay wages or benefits in excess of those set forth in this Agreement.

15.6 Duration. This Agreement shall be effective on April 1, 2019, and shall continue in full force and effect through and including March 31, 2023.

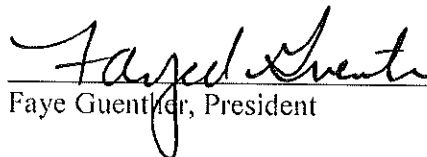
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on this 4<sup>th</sup> day of February, ~~2019~~ 2020

EVERGREENHEALTH

UNITED FOOD & COMMERCIAL  
WORKERS UNION, LOCAL 21



Jeff Tomlin, Chief Executive Officer



Faye Guenther, President



Bob Sampson, Chief Human Resources Officer

Aaron Streepy, Negotiator

MEMORANDUM OF UNDERSTANDING  
Between  
EVERGREENHEALTH  
And  
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21  
2019-2023

**EXTENDED ILLNESS BANK (EIB) PAY-OUT**

If an employee has reached the age of sixty-two (62) and completed at least twenty (20) years of continuous service with the Employer prior to his/her separation date, and works his/her full resignation notice period, payment equal to twenty-five percent (25%) of his/her accrued and unused Extended Illness Bank (EIB) hours will be paid out upon separation. This MOU only applies to bargaining unit employees who are currently employed and age fifty-nine (59) or older as of the date of ratification.



MEMORANDUM OF UNDERSTANDING  
Between  
EVERGREENHEALTH  
And  
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 21  
2019-2023

**MEDICAL LAB SCIENTIST II**

Following these negotiations, management is willing to consider creating a Medical Lab Scientist II job classification, based on a review of the market, business needs and input from staff.



Job Classification	Grade	PS 1	PS 2	PS 3	PS 4	PS 5	PS 6	PS 7	PS 8	PS 9	PS 10	PS 11	PS 12	PS 13	PS 14	PS 15	PS 16	PS 17	PS 18	PS 19
		Base	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 13	Year 15	Year 18	Year 20	Year 22	Year 25	Year 27
Cardiovascular Tech	465	\$35.97	\$37.03	\$38.15	\$39.30	\$40.46	\$41.67	\$42.94	\$44.22	\$45.55	\$46.89	\$48.31	\$49.77	\$50.51	\$51.27	\$52.82	\$54.37	\$56.00	\$57.67	\$58.54
CT Tech	455	\$31.98	\$32.94	\$33.93	\$34.95	\$36.00	\$37.06	\$38.19	\$39.34	\$40.50	\$41.74	\$42.97	\$44.26	\$44.92	\$45.58	\$46.98	\$48.39	\$49.81	\$51.31	\$52.08
Echo Tech	472	\$37.67	\$38.82	\$39.99	\$41.18	\$42.42	\$43.69	\$45.00	\$46.34	\$47.73	\$49.17	\$50.65	\$52.17	\$52.95	\$53.74	\$55.34	\$57.01	\$58.71	\$60.47	\$61.38
EKG Tech	375	\$17.99	\$18.53	\$19.08	\$19.63	\$20.24	\$20.84	\$21.47	\$22.12	\$22.77	\$23.46	\$24.17	\$24.89	\$25.65	\$26.42	\$27.19	\$28.01	\$28.85	\$29.71	\$30.16
HIM Cert Coder	405	\$23.05	\$23.73	\$24.44	\$25.20	\$25.91	\$26.71	\$27.47	\$28.34	\$29.18	\$30.03	\$30.98	\$31.87	\$32.53	\$32.86	\$33.82	\$34.85	\$35.88	\$36.98	\$37.53
Interventional Radiology Tech	465	\$35.97	\$37.03	\$38.15	\$39.30	\$40.46	\$41.67	\$42.94	\$44.22	\$45.55	\$46.89	\$48.31	\$49.77	\$50.51	\$51.27	\$52.82	\$54.37	\$56.00	\$57.67	\$58.54
Mammography Tech	445	\$33.28	\$34.26	\$35.34	\$36.39	\$37.46	\$38.59	\$39.75	\$40.95	\$42.18	\$43.45	\$44.69	\$46.08	\$46.76	\$47.44	\$48.87	\$50.37	\$51.84	\$53.43	\$54.26
Medical Lab Scientist	450	\$29.80	\$30.70	\$31.61	\$32.55	\$33.54	\$34.54	\$35.58	\$36.66	\$37.72	\$38.89	\$40.05	\$41.25	\$41.86	\$42.47	\$43.78	\$45.07	\$46.43	\$47.81	\$48.52
MLT	425	\$23.63	\$24.35	\$25.07	\$25.83	\$26.61	\$27.39	\$28.21	\$29.08	\$29.92	\$30.85	\$31.79	\$32.72	\$33.20	\$33.71	\$34.71	\$35.75	\$36.81	\$37.94	\$38.50
MRI Tech	467	\$37.40	\$38.51	\$39.64	\$40.87	\$42.07	\$43.34	\$44.66	\$45.98	\$47.35	\$48.78	\$50.24	\$51.74	\$52.51	\$53.31	\$54.91	\$56.54	\$58.24	\$59.99	\$60.89
Nuclear Medicine Tech	470	\$36.95	\$38.07	\$39.20	\$40.39	\$41.57	\$42.83	\$44.11	\$45.46	\$46.80	\$48.20	\$49.65	\$51.12	\$51.91	\$52.67	\$54.24	\$55.90	\$57.55	\$59.31	\$60.20
Radiology Tech I	435	\$29.14	\$30.03	\$30.91	\$31.83	\$32.80	\$33.76	\$34.79	\$35.84	\$36.89	\$38.03	\$39.14	\$40.35	\$40.93	\$41.53	\$42.80	\$44.07	\$45.41	\$46.74	\$47.43
Radiology Tech II	452	\$30.59	\$31.54	\$32.46	\$33.42	\$34.44	\$35.45	\$36.53	\$37.63	\$38.74	\$39.92	\$41.10	\$42.36	\$42.99	\$43.60	\$44.93	\$46.27	\$47.68	\$49.08	\$49.80
Resp Care Pract Cert	430	\$24.62	\$25.36	\$26.12	\$26.91	\$27.73	\$28.53	\$29.41	\$30.29	\$31.18	\$32.15	\$33.09	\$34.10	\$34.60	\$35.09	\$36.18	\$37.26	\$38.36	\$39.53	\$40.12
Resp Care Pract Reg	440	\$28.64	\$29.51	\$30.40	\$31.30	\$32.24	\$33.21	\$34.22	\$35.25	\$36.30	\$37.38	\$38.51	\$39.66	\$40.25	\$40.86	\$42.05	\$43.34	\$44.64	\$45.98	\$46.68
Resp Care Pract Reg Eligible	433	\$26.35	\$27.15	\$27.94	\$28.81	\$29.68	\$30.56	\$31.48	\$32.40	\$33.39	\$34.39	\$35.41	\$36.49	\$37.02	\$37.58	\$38.71	\$39.86	\$41.06	\$42.30	\$42.93
Resp Care Pract Reg-NICU	440	\$28.64	\$29.51	\$30.40	\$31.30	\$32.24	\$33.21	\$34.22	\$35.25	\$36.30	\$37.38	\$38.51	\$39.66	\$40.25	\$40.86	\$42.05	\$43.34	\$44.64	\$45.98	\$46.68
Sonographer I	460	\$32.16	\$33.11	\$34.12	\$35.12	\$36.19	\$37.28	\$38.39	\$39.56	\$40.73	\$41.97	\$43.23	\$44.52	\$45.19	\$45.84	\$47.21	\$48.66	\$50.10	\$51.58	\$52.35
Sonographer II	475	\$36.60	\$37.68	\$38.83	\$39.98	\$41.19	\$42.42	\$43.70	\$45.00	\$46.33	\$47.74	\$49.16	\$50.63	\$51.38	\$52.18	\$53.72	\$55.32	\$56.99	\$58.70	\$59.58
Surg Tech	410	\$22.53	\$23.18	\$23.92	\$24.61	\$25.35	\$26.10	\$26.89	\$27.71	\$28.51	\$29.38	\$30.27	\$31.15	\$31.64	\$32.12	\$33.07	\$34.08	\$35.07	\$36.14	\$36.67
Surg Tech Cert	415	\$24.06	\$24.77	\$25.54	\$26.31	\$27.09	\$27.87	\$28.72	\$29.60	\$30.45	\$31.38	\$32.35	\$33.32	\$33.79	\$34.29	\$35.32	\$36.41	\$37.48	\$38.63	\$39.19

Effective January 12, 2020  
2.00% market adjustment for Resp Care Practitioner Reg, Resp Care Pract Reg-NICU, Cardiovascular Tech and Interventional Rad Tech

Job Classification	Grade	PS 1	PS 2	PS 3	PS 4	PS 5	PS 6	PS 7	PS 8	PS 9	PS 10	PS 11	PS 12	PS 13	PS 14	PS 15	PS 16	PS 17	PS 18	PS 19	PS 20	
		Base	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 18	Year 20	Year 22	Year 25	Year 27
Cardiovascular Tech	465	\$37.05	\$38.15	\$39.30	\$40.48	\$41.68	\$42.93	\$44.23	\$45.55	\$46.92	\$48.30	\$49.76	\$51.27	\$52.81	\$54.41	\$56.01	\$57.68	\$59.41	\$60.30	\$61.81	\$63.65	\$64.81
CT Tech	455	\$32.94	\$33.93	\$34.95	\$36.00	\$37.08	\$38.18	\$39.34	\$40.53	\$41.72	\$43.00	\$44.26	\$45.59	\$46.97	\$48.39	\$49.83	\$51.31	\$52.85	\$54.42	\$56.03	\$57.69	\$59.39
Echo Tech	472	\$38.81	\$39.99	\$41.19	\$42.42	\$43.70	\$45.01	\$46.35	\$47.74	\$49.17	\$50.65	\$52.17	\$53.74	\$55.34	\$57.01	\$58.73	\$60.48	\$62.29	\$63.23	\$64.81	\$66.65	\$68.72
EKG Tech	375	\$18.53	\$19.09	\$19.66	\$20.24	\$20.85	\$21.47	\$22.12	\$22.79	\$23.46	\$24.17	\$24.90	\$25.64	\$26.42	\$27.22	\$28.01	\$28.86	\$29.72	\$30.61	\$31.07	\$32.07	\$33.18
HIM Cert Coder	405	\$23.75	\$24.45	\$25.18	\$25.96	\$26.69	\$27.52	\$28.30	\$29.20	\$30.06	\$30.94	\$31.91	\$32.83	\$33.80	\$34.85	\$35.90	\$36.96	\$38.09	\$38.66	\$39.66	\$40.74	\$41.88
Interventional Radiology Tech	465	\$37.05	\$38.15	\$39.30	\$40.48	\$41.68	\$42.93	\$44.23	\$45.55	\$46.92	\$48.30	\$49.76	\$51.27	\$52.81	\$54.41	\$56.01	\$57.68	\$59.41	\$60.30	\$61.81	\$63.65	\$64.81
Mammography Tech	445	\$34.28	\$35.29	\$36.41	\$37.49	\$38.59	\$39.75	\$40.95	\$42.18	\$43.45	\$44.76	\$46.04	\$47.47	\$48.87	\$50.34	\$51.89	\$53.40	\$55.04	\$55.89	\$57.29	\$58.74	\$60.23
Medical Lab Scientist	450	\$30.70	\$31.63	\$32.56	\$33.53	\$34.55	\$35.58	\$36.65	\$37.76	\$38.86	\$40.06	\$41.26	\$42.49	\$43.75	\$45.10	\$46.43	\$47.83	\$49.25	\$49.98	\$51.23	\$52.63	\$54.08
MLT	425	\$24.34	\$25.09	\$25.83	\$26.61	\$27.41	\$28.22	\$29.06	\$29.96	\$30.82	\$31.78	\$32.75	\$33.71	\$34.70	\$35.76	\$36.83	\$37.92	\$39.08	\$39.66	\$40.65	\$41.69	\$42.78
MRI Tech	467	\$38.53	\$39.67	\$40.83	\$42.10	\$43.34	\$44.65	\$46.00	\$47.36	\$48.78	\$50.25	\$51.75	\$53.30	\$54.91	\$56.56	\$58.24	\$59.99	\$61.79	\$62.72	\$64.29	\$65.92	\$67.60
Nuclear Medicine Tech	470	\$38.06	\$39.22	\$40.38	\$41.61	\$42.82	\$44.12	\$45.44	\$46.83	\$48.21	\$49.65	\$51.14	\$52.66	\$54.26	\$55.87	\$57.58	\$59.28	\$61.09	\$62.01	\$63.56	\$65.15	\$66.78
Radiology Tech I	435	\$30.02	\$30.94	\$31.84	\$32.79	\$33.79	\$34.78	\$35.84	\$36.92	\$38.00	\$39.18	\$40.32	\$41.57	\$42.78	\$44.09	\$45.40	\$46.78	\$48.15	\$48.86	\$50.08	\$51.30	\$52.58
Radiology Tech II	452	\$31.51	\$32.49	\$33.44	\$34.43	\$35.48	\$36.52	\$37.63	\$38.76	\$39.91	\$41.12	\$42.34	\$43.64	\$44.98	\$46.28	\$47.66	\$49.12	\$50.56	\$51.30	\$52.58	\$53.92	\$55.31
Resp Care Pract Cert	430	\$25.36	\$26.13	\$26.91	\$27.72	\$28.57	\$29.39	\$30.30	\$31.20	\$32.12	\$33.12	\$34.09	\$35.13	\$36.15	\$37.27	\$38.38	\$39.52	\$40.72	\$41.33	\$42.37	\$43.44	\$44.54
Resp Care Pract Reg	440	\$29.50	\$30.40	\$31.32	\$32.24	\$33.21	\$34.21	\$35.25	\$36.31	\$37.39	\$38.51	\$39.67	\$40.85	\$42.09	\$43.32	\$44.65	\$45.98	\$47.36	\$48.09	\$49.29	\$50.54	\$51.83
Resp Care Pract Reg Eligible	433	\$27.15	\$27.97	\$28.78	\$29.68	\$30.58	\$31.48	\$32.43	\$33.38	\$34.40	\$35.43	\$36.48	\$37.59	\$38.71	\$39.88	\$41.06	\$42.30	\$43.57	\$44.22	\$45.33	\$46.49	\$47.70
Resp Care Pract Reg-NICU	440	\$29.50	\$30.40	\$31.32	\$32.24	\$33.21	\$34.21	\$35.25	\$36.31	\$37.39	\$38.51	\$39.67	\$40.85	\$42.09	\$43.32	\$44.65	\$45.98	\$47.36	\$48.09	\$49.29	\$50.54	\$51.83
Sonographer I	460	\$33.13	\$34.11	\$35.15	\$36.18	\$37.28	\$38.40	\$39.55	\$40.75	\$41.96	\$43.23	\$44.53	\$45.86	\$47.22	\$48.63	\$50.12	\$51.61	\$53.13	\$53.93	\$55.28	\$56.67	\$58.10
Sonographer II	475	\$37.70	\$38.82	\$40.00	\$41.18	\$42.43	\$43.70	\$45.02	\$46.35	\$47.72	\$49.18	\$50.64	\$52.15	\$53.75	\$55.34	\$56.98	\$58.70	\$60.47	\$61.37	\$62.90	\$64.48	\$66.11
Surg Tech	410	\$23.21	\$23.88	\$24.64	\$25.35	\$26.12	\$26.89	\$27.70	\$28.55	\$29.37	\$30.27	\$31.18	\$32.09	\$32.99	\$33.99	\$35.11	\$36.13	\$37.23	\$37.78	\$38.72	\$39.71	\$40.74
Surg Tech Cert	415	\$24.79	\$25.52	\$26.31	\$27.10	\$27.91	\$28.71	\$29.59	\$30.49	\$31.37	\$32.33	\$33.33	\$34.32	\$35.32	\$36.38	\$37.51	\$38.61	\$39.79	\$40.37	\$41.38	\$42.42	\$43.49

Effective April 5, 2020  
3.00% across-the-board increase



Job Classification	Grade	PS 1		PS 2		PS 3		PS 4		PS 5		PS 6		PS 7		PS 8		PS 9		PS 10		PS 11		PS 12		PS 13		PS 14		PS 15		PS 16		PS 17		PS 18		PS 19		PS 20	
		Base	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 13	Year 15	Year 18	Year 20	Year 22	Year 25	Year 27	Year 30																				
Cardiovascular Tech	465	\$39.51	\$40.68	\$41.90	\$43.16	\$44.45	\$45.77	\$47.16	\$48.57	\$50.03	\$51.50	\$53.06	\$54.66	\$55.48	\$56.31	\$58.02	\$59.72	\$61.50	\$63.35	\$64.29	\$65.90																				
CT Tech	455	\$35.12	\$36.18	\$37.26	\$38.38	\$39.54	\$40.71	\$41.95	\$43.22	\$44.49	\$45.85	\$47.19	\$48.61	\$49.33	\$50.06	\$51.60	\$53.15	\$54.70	\$56.35	\$57.20	\$58.63																				
Echo Tech	472	\$41.38	\$42.64	\$43.92	\$45.23	\$46.60	\$48.00	\$49.43	\$50.91	\$52.43	\$54.00	\$55.63	\$57.30	\$58.15	\$59.03	\$60.79	\$62.62	\$64.49	\$66.41	\$67.41	\$69.10																				
EKG Tech	375	\$19.76	\$20.36	\$20.96	\$21.58	\$22.24	\$22.90	\$23.59	\$24.31	\$25.02	\$25.78	\$26.55	\$27.34	\$28.18	\$29.03	\$29.88	\$30.78	\$31.70	\$32.64	\$33.14	\$33.96																				
HIM Cert. Coder	405	\$25.33	\$26.08	\$26.85	\$27.68	\$28.47	\$29.35	\$30.18	\$31.14	\$32.06	\$32.99	\$34.03	\$35.01	\$35.51	\$36.10	\$37.15	\$38.28	\$39.41	\$40.62	\$41.22	\$42.25																				
Interventional Radiology Tech	465	\$39.51	\$40.68	\$41.90	\$43.16	\$44.45	\$45.77	\$47.16	\$48.57	\$50.03	\$51.50	\$53.06	\$54.66	\$55.48	\$56.31	\$58.02	\$59.72	\$61.50	\$63.35	\$64.29	\$65.90																				
Mammography Tech	445	\$36.55	\$37.63	\$38.83	\$39.98	\$41.15	\$42.39	\$43.66	\$44.98	\$46.33	\$47.73	\$49.10	\$50.62	\$51.36	\$52.11	\$53.68	\$55.33	\$56.94	\$58.69	\$59.59	\$61.08																				
Medical Lab Scientist	450	\$32.74	\$33.73	\$34.72	\$35.75	\$36.84	\$37.94	\$39.08	\$40.27	\$41.44	\$42.72	\$43.99	\$45.31	\$45.98	\$46.65	\$48.09	\$49.51	\$51.00	\$52.51	\$53.29	\$54.62																				
MLT	425	\$25.96	\$26.76	\$27.55	\$28.37	\$29.23	\$30.09	\$30.99	\$31.95	\$32.87	\$33.89	\$34.93	\$35.95	\$36.47	\$37.04	\$38.13	\$39.27	\$40.43	\$41.67	\$42.28	\$43.34																				
MRI Tech	467	\$41.08	\$42.31	\$43.54	\$44.89	\$46.22	\$47.60	\$49.04	\$50.50	\$52.01	\$53.58	\$55.18	\$56.83	\$57.68	\$58.54	\$60.30	\$62.09	\$63.96	\$65.88	\$66.88	\$68.54																				
Nuclear Medicine Tech	470	\$40.59	\$41.82	\$43.06	\$44.37	\$45.66	\$47.05	\$48.45	\$49.93	\$51.40	\$52.93	\$54.53	\$56.14	\$57.01	\$57.85	\$59.57	\$61.39	\$63.20	\$65.14	\$66.12	\$67.77																				
Radiology Tech I	435	\$32.02	\$32.99	\$33.95	\$34.97	\$36.03	\$37.09	\$38.22	\$39.37	\$40.51	\$41.78	\$42.99	\$44.32	\$44.96	\$45.62	\$47.01	\$48.41	\$49.88	\$51.34	\$52.10	\$53.40																				
Radiology Tech II	432	\$33.60	\$34.65	\$35.66	\$36.72	\$37.83	\$38.94	\$40.12	\$41.33	\$42.55	\$43.85	\$45.15	\$46.53	\$47.21	\$47.88	\$49.34	\$50.81	\$52.38	\$53.91	\$54.69	\$56.06																				
Resp Care Pract Cert	430	\$27.05	\$27.87	\$28.70	\$29.56	\$30.47	\$31.34	\$32.31	\$33.27	\$34.25	\$35.32	\$36.35	\$37.46	\$38.00	\$38.55	\$39.74	\$40.93	\$42.14	\$43.42	\$44.06	\$45.18																				
Resp Care Pract Reg	440	\$31.46	\$32.42	\$33.39	\$34.38	\$35.41	\$36.48	\$37.59	\$38.71	\$39.87	\$41.06	\$42.31	\$43.56	\$44.21	\$44.88	\$46.19	\$47.60	\$49.02	\$50.50	\$51.28	\$52.55																				
Resp Care Pract Reg Eligible	433	\$28.95	\$29.82	\$30.69	\$31.66	\$32.61	\$33.57	\$34.58	\$35.60	\$36.69	\$37.78	\$38.90	\$40.08	\$40.67	\$41.28	\$42.52	\$43.79	\$45.10	\$46.46	\$47.15	\$48.33																				
Resp Care Pract Reg-NICU	440	\$31.46	\$32.42	\$33.39	\$34.38	\$35.41	\$36.48	\$37.59	\$38.71	\$39.87	\$41.06	\$42.31	\$43.56	\$44.21	\$44.88	\$46.19	\$47.60	\$49.02	\$50.50	\$51.28	\$52.55																				
Sonographer I	460	\$35.33	\$36.37	\$37.48	\$38.58	\$39.75	\$40.95	\$42.17	\$43.45	\$44.74	\$46.09	\$47.48	\$48.90	\$49.63	\$50.35	\$51.85	\$53.44	\$55.03	\$56.65	\$57.50	\$58.94																				
Sonographer II	475	\$40.20	\$41.39	\$42.65	\$43.91	\$45.24	\$46.60	\$48.01	\$49.43	\$50.89	\$52.44	\$53.99	\$55.61	\$56.43	\$57.31	\$59.01	\$60.75	\$62.59	\$64.48	\$65.44	\$67.06																				
Surg Tech	410	\$24.75	\$25.47	\$26.27	\$27.04	\$27.86	\$28.67	\$29.54	\$30.44	\$31.32	\$32.28	\$33.25	\$34.22	\$34.75	\$35.29	\$36.33	\$37.44	\$38.53	\$39.70	\$40.29	\$41.29																				
Surg Tech Cert	415	\$26.44	\$27.22	\$28.05	\$28.90	\$29.76	\$30.62	\$31.55	\$32.51	\$33.46	\$34.47	\$35.54	\$36.59	\$37.12	\$37.66	\$38.80	\$40.00	\$41.17	\$42.43	\$43.05	\$44.13																				

Effective April 3, 2022  
3.50% across-the-board increase

# 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)

UFCW3000



**UFCW3000**

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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