

Agreement by and between  
**UFCW 3000**  
and  
**Lourdes Medical Center**

**Tech & LPN Unit**

Effective: 1/1/2023 - 1/15/2026

**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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This Agreement is made and entered into by and between Lourdes Medical Center, Pasco, Washington, (hereinafter referred to as the “Employer” or “Medical Center”) and UFCW Local 3000, (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to wages, hours and other terms and conditions of employment.

## **ARTICLE 1** **RECOGNITION**

The Employer recognizes the Union as the sole bargaining representative for all employees certified by the National Labor Relations Board (Case No. 19-RC-13097), including all employees classified as Licensed Practical Nurses, Radiology Technologists, Ultrasonographers, Echo Technologists, Pharmacy Technicians, Surgical Technicians, OB Technicians, Respiratory Therapists, Nuclear Medical Technicians, Rehab Aides, CT Technologists, MRI Technologists, and Mammography Technologists employed by the Employer at its Pasco, Washington, facility; excluding all other employees, guards and supervisors as defined in the Act.

## **ARTICLE 2** **MANAGEMENT RIGHTS**

Prior to the execution of this Agreement with the Union, the rights of the Employer to manage were limited only by applicable federal and state law. Except as specifically set forth by an express provision of this Agreement, the parties agree the management rights of the Employer have not been limited or abridged by this Agreement. Without in any manner limiting the generality of the foregoing, the parties agree that among the rights of the Employer which are not abridged or limited by this Agreement are the right to discipline and discharge for just cause, determine and re-determine the composition of its work force (including the mix of employees required and the composition of its work force and the mix of employees required and the composition of work teams); to determine the number of employees required and its staffing requirement and criteria; the right to determine and require standards of clinical performance and to determine the competency of employees; to direct employees and to determine job assignments, to determine the working schedules; assign overtime and place employees on stand-by as needed to assure availability in emergency situations in accordance with departmental expectations; to determine whether the whole or any part of the operation shall continue to operate and determine what work will be performed by employees of the Employer who are employed under this Agreement, or assigned to employees outside this bargaining unit (including supervisors); to implement changes in operational methods, procedures, policies and rules; and to determine the kind and location of its facilities and equipment and where its services will be performed. The matters set forth herein shall not be subject to Arbitration.

### **2.1**

In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union thirty (30) days’ advance written notice. During this notice period, the Employer and the Union will meet to negotiate and discuss alternatives to contracting out the work. The use of temporary staffing, such as agency or traveler staffing, will not be construed as contracting unit work.



**ARTICLE 3**  
**UNION MEMBERSHIP; UNION ACTIVITY**

**3.1 MEMBERSHIP**

All employees working under this Agreement on its effective date, who are then members of the Union, and all employees who voluntarily become members of the Union during their employment by the Employer shall remain in good standing for the life of the Agreement. Failure to comply with this condition shall, upon the written request (by certified mail) of the Union, result in the discharge of the employee as of the last day of the payroll period in which the certified mail is received.

All employees hired after the effective date of this Agreement shall have thirty (30) calendar days, from the date of employment, in which to give written notice by certified mail to the Union and Lourdes Medical Center Human Resources of their intention not to join the Union (such notice must be postmarked within 30 calendar days of employment). In the event the newly employed employee fails to exercise the foregoing option within thirty (30) calendar days, then that employee shall be required to become and remain a Union member in good standing within sixty (60) calendar days from the day of employment. An employee failing to achieve and maintain membership in good standing in the Union after the waiver of this option and the passing of sixty (60) calendar days shall, at the written request (by certified mail) of the Union, be terminated as of the last day of the payroll period in which the certified mail is received.

The requirement to join and remain a member in good standing shall be satisfied by the payment of regular initiation fees and dues uniformly applied to other members of the Union for the class of membership appropriate to employees in the bargaining unit.

The Union shall notify the Employer in writing (by certified mail) of the failure of any employee to become or remain a member in good standing in violation of this Article. No request for termination shall be made by the Union until at least seven (7) calendar days after the sending of the aforementioned notice.

Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request termination of such employee as outlined herein.

**3.2 PAYROLL DEDUCTION**

The Employer shall deduct Union dues from an employee's pay upon written authorization from the individual employee. The assignment of wages shall apply to dues only and shall not include any deductions for initiation fees or other Union fees. Dues shall be sent to the Union within thirty (30) calendar days from the date of deduction from the employees' pay. Upon issuance and transmission of a check from the Employer to the Union, the Employer's responsibility and liability shall cease with respect to deductions covered thereby.

**3.3 BARGAINING UNIT ROSTER**

Upon the signing of this Agreement and monthly, the Employer shall provide the Union with a list of names, addresses, phone number, employee identification numbers, hire dates, weekly

standard hours, shift, department, job classification and hourly rates of pay for those employees covered by this Agreement. The Employer will provide the Union with a listing of new hires and terminations during the preceding month including names and addresses.

### **3.4 VISITATION**

Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to those areas of the Employer's premises which are not open to the general public including, but not limited to, work areas, employees' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Medical Center.

### **3.5 BULLETIN BOARD**

Space on bulletin boards at locations designated by the Employer shall be provided for the use of the Union. All materials, prior to posting, must be initialed by the Steward or designee, and the Executive Director of Human Resources or designee. No material which contains personal attacks upon any other member or any other employee including a member of management will be posted.

### **3.6 CONTRACT**

The Employer shall distribute a copy of this Agreement, including cover letter and payroll deduction card, to each employee presently employed and to all newly hired employees at the date of hire. The cost of printing the Agreement shall be borne by the Union.

### **3.7 DELEGATES**

The Union shall have the right to select employees from the bargaining unit to function as delegates. The delegates shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. The investigation of grievances and other Union business shall only be conducted during non-working times, and shall not interfere with patient care or the work of other employees.

### **3.8 MEETING FACILITIES**

The Union may use Medical Center facilities for meetings of the bargaining unit providing the request is made at least two (2) weeks in advance to the Director of Human Resources or designee and space is available. The Union shall be subject to the same policies and conditions applicable to other outside organizations, and the Union agrees that it will not conduct meetings elsewhere within the Medical Center.

### **3.9 NEW EMPLOYEE ORIENTATION**

A Steward, Delegate or designee who has been designated to the Employer in writing, will be allowed up to thirty (30) minutes on released unpaid time, at a designated time at the conclusion

of new hire orientation to introduce any new employees in this bargaining unit to the Union and the Union contract. New employees will not be compensated at this Union orientation period. The Employer will provide the Union with a schedule of new employee orientations upon request, but not more often than quarterly. If any bargaining unit employees are attending orientation, the Employer will provide a list to the Union via electronic mail (including their name, job classification and department) before orientation. The list will be provided no later than noon on the Friday before the next week's orientation.

## **ARTICLE 4** **DEFINITIONS**

### **4.1 PROBATIONARY PERIOD**

The first five hundred twenty (520) hours of employment shall be a probationary period for all employees. Upon successful completion of this period, the employee shall be considered a regular employee unless specifically advised in writing by the Employer of an extended probationary period not to exceed an additional three hundred sixty (360) hours in duration. During the probationary period, an employee may be disciplined, demoted or discharged without cause or notice and without recourse to the grievance procedure. Employees subject to an extended probationary period may access sick leave and shall be eligible for medical/dental insurance coverage subject to specific plan eligibility requirements.

### **4.2 REGULAR STATUS EMPLOYEES**

Employees are considered regular status full-time or part-time employees upon satisfactory completion of the required probationary period.

### **4.3 REGULAR FULL-TIME EMPLOYEE**

A regular full-time employee is an employee who is scheduled to work a minimum of seventy-two (72) hours per fourteen (14) day pay period on a regularly scheduled basis. However, for health and welfare benefits purposes, full-time benefits will be offered to employees who are regularly scheduled to work a minimum of sixty (60) hours per fourteen (14) day pay period.

### **4.4 REGULAR PART-TIME EMPLOYEE**

A regular part-time employee is an employee who is scheduled to work less than seventy-two (72) hours per fourteen (14) day pay period on a regularly scheduled basis. However, for health and welfare benefits purposes, part-time benefits will be offered to employees who are regularly scheduled to work a minimum of forty (40) hours per fourteen (14) day pay period.

### **4.5 TEMPORARY EMPLOYEES**

Employees are considered temporary when employed for a specific interval of time and an estimated termination date has been pre-determined. Temporary employees are not eligible for benefits. A temporary employee who has been continuously employed in the same job classification and department for at least ninety (90) days immediately prior to being reclassified to regular status shall, upon completion of the probationary period, be given credit for all previous

hours worked while classified as a temporary employee for purposes of benefits and determining initial placement on the wage schedule. Medical insurance will begin at the first of the month following the effective date of the status change, providing the employee has been employed for at least ninety (90) days.

#### **4.6 PER DIEM EMPLOYEE**

An employee who works during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism. Per diem employees shall receive fifteen percent (15%) above their appropriate rate of pay based upon past experience (Section 8.4) or their prior rate of pay as a regular employee. Regular employees changing to per diem status shall be paid at their current rate of pay plus a fifteen percent (15%) premium. Per diem employees who fail to comply with the Per Diem Guidelines shall be paid at the base rate of pay. Per diem employees shall not accrue seniority nor any benefit compensation, except Low Census pay, temporary assignment to a higher position, shift differential pay, holiday pay at time and one half (1-1/2) if worked, on-call/callback and the weekend differential. Per diem employees shall be paid overtime as provided in Article 7. Employees classified as per diem shall be subject to the Per Diem Employee guidelines as set forth by Medical Center policy. A per diem employee reclassified to regular status shall be given credit for all previous hours worked while classified as per diem for the purpose of determining longevity steps. Regular status employees who change to per diem status and subsequently return to regular status within one (1) year shall have seniority and PTO accruals previously earned as a regular employee reinstated excluding the time spent on per diem status.

#### **4.7 PRECEPTOR**

A preceptor is an experienced regular full-time or part-time employee proficient in clinical teaching and communication skills who is assigned specific responsibility for planning, organizing, teaching and evaluating the new skill development of a new employee who has been placed in a defined preceptor program or assigned a student in a healthcare related field, the parameters of which have been set forth in writing by the Employer. Inherent in the preceptor role is the responsibility for specific, criteria based and goal directed education and training for a specific training period. Department management will determine the need for preceptor assignments and the selection of preceptors in departments which participate in a preceptor program or are regularly assigned students in a healthcare field. A preceptor may be assigned to a student when it is determined to be appropriate by the Employer. It is understood that employees in the ordinary course of their responsibilities will be expected to participate in the general orientation process, including unit specific check lists, and addressing department processes and procedures to new employees. The general orientation process shall also include the providing of informational assistance, support and guidance to new employees including initial competency assessments.

#### **4.8 STRAIGHT TIME RATE OF PAY**

The straight time rate of pay shall be the employee's hourly wage rate (Appendix A), excluding any premium pay, overtime or differential.

#### **4.9 REGULAR RATE OF PAY**

The regular rate of pay shall be defined to include the employee's hourly wage rate (Appendix A) and shift differential when the employee is assigned to work an evening or night shift.

#### **4.10 LENGTH OF SERVICE**

For purposes of this Agreement and method of computing benefit accrual and seniority, a month shall be defined as one hundred seventy-three and three-tenths (173.3) compensated hours and a year shall be defined as two thousand eighty (2,080) compensated hours to a maximum of two thousand eighty (2,080) compensated hours per year. Compensated hours shall include all actual hours worked and all hours paid for but not worked, exclusive of overtime, on-call/callback, and report pay.

### **ARTICLE 5** **EMPLOYMENT PRACTICES**

#### **5.1 EQUAL OPPORTUNITY AND HARASSMENT FREE WORK ENVIRONMENT**

##### **5.1.1**

Selection and appointment of employees are based on merit, qualifications and competency, not to be influenced or affected by an applicant's or employee's race, sex, religion, color, ancestry, national origin, age, marital or veteran status, physical or mental disabilities (to the extent prohibited by law), or any other legally protected characteristic or status, unless any of the foregoing factors constitutes a bona fide occupational qualification. The Employer also agrees that conditions of employment shall provide all employees with a harassment free workplace.

##### **5.1.2**

An employee who is subject to, witnesses or suspects any violations of Section 5.1.1 shall immediately report the matter directly to the supervisor. An employee who is uncomfortable doing so, regardless of the reason, must report the matter to Human Resources so that the Employer can discharge its legal obligation to timely conduct an appropriate investigation.

#### **5.2 DISCIPLINE AND DISCHARGE**

No regular (i.e., non-probationary) full-time or part-time employee shall be disciplined or discharged except for just cause. When appropriate, counseling may occur prior to disciplinary action. A copy of all written disciplinary actions shall be given to the employee. The employee shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall apply unless the Employer believes that the nature of the offense requires written warning, suspension, and/or discharge. The concept of progressive discipline shall not be interpreted to require Employer to go through any specific number of steps (or in any particular order). The severity of the discipline may, upon request of the employee or the Union, be subject to the grievance procedure. An employee may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action.

Verbal and/or written warnings shall not be relied upon for progressive purposes after (3) years if no further corrective action is taken during such three (3) year period.

**5.3 NOTICE OF RESIGNATION**

Regular employees are to give not less than twenty-one (21) calendar days' written notice of intended resignation. Failure by the employee to give proper notice shall result in forfeiture of any accrued paid time off (PTO), unless an emergency situation would render such notice impossible.

**5.4 POSITION ABANDONMENT**

Except in circumstances clearly beyond the employee's control, an employee who has three (3) no call, no show violations, consecutive or cumulative, under the Employer's policy, in any twelve (12) month period, will be considered to have abandoned the position. A notice of presumption of abandonment will be sent by first class mail to the last address reflected in the employee's personnel file within ten (10) calendar days thereafter, with a copy to the Union.

**5.5 PERSONNEL FILES**

Personnel files shall be maintained in the Human Resources Department. Upon written request, an employee's personnel file will be made available for inspection by the employee in the Human Resources Office. Copies of Letters of Understanding forms, counseling and warning notices, and evaluations will be maintained in the employee's personnel file.

**5.5.1 CHANGE OF STATUS**

Electronic notices shall be used to specify employment status, job title, rate of pay, unit, and shift.

**5.5.2 RECORDS**

Records shall be readily available for employees to determine their number of hours worked, Low Census hours, rate of pay, and PTO accrued. Any substantive changes in the Medical Center's Personnel or Patient Care Policies shall be in writing and such policy changes shall be communicated to employees.

**5.6 FLOAT ORIENTATION**

Employees may be required to work in other areas of the Medical Center, performing tasks consistent with their legal scope of practice and skills and abilities. The Employer shall endeavor to provide appropriate orientation when employees are required to float. Employees shall not be required to perform tasks or procedures for which they have no recent clinical experience. It shall be the responsibility of the employee involved to inform the supervisor of any tasks for which they feel inadequately prepared.

**5.7 JOB POSTING**

The Employer will post vacant bargaining unit positions to be filled at least seven (7) calendar days in advance of filling the position. The Employer shall be seeking the most qualified applicant to fill the position. Current employees shall be given the first opportunity to apply for

the vacancy. To be considered for a job opening (including a change of shift), an employee must follow internal applicant procedures to submit an application. Seniority shall be the determining factor in filing such vacancy provided skill, competence, ability, experience, past performance and attendance record are considered equal in the opinion of the Employer. This Section shall also apply to employees requesting change of shifts within the same job classification.

**5.8 SAFETY PROCEDURES**

Appropriate safety equipment and procedures will be provided to and used by employees to reduce risk of injury, infection or contagion. Employees shall be familiar and act in compliance with Patient Safety Goals; Safety Policies and Procedures; the Risk Management Program; and the Quality Improvement Program as well as any other applicable health and safety policies, processes and programs. Employees are encouraged to bring their safety concerns to their manager and to the Environment of Care Committee.

In accordance with Medical Center policy, any employee who suspects exposure to an infectious or contagious agent should report it to their Manager/Supervisor or Patient Care Coordinator and complete the appropriate incident form. If it is determined by CDC Guidelines that exposure has occurred and treatment is necessary, medication and/or follow up studies will be provided at no cost to the employee. Should an employee fail to comply with the annual testing, the employee shall not be scheduled to work until compliance is met.

**ARTICLE 6  
SENIORITY, LAYOFF, LOW CENSUS**

**6.1 DEFINITION**

Seniority shall be defined as an employee’s continuous length of service as a full-time or part-time employee based upon hours compensated (excluding standby and overtime hours) with the Employer from most recent date of hire. 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 most recent date of hire as a regular employee. Full-time and part-time employees who leave the bargaining unit and thereafter are allowed to return to the bargaining unit by the Employer within five (5) years without a break in service as an employee of the Employer shall have their seniority bridged and their seniority date adjusted to exclude the period of non-bargaining unit status. The seniority of an employee returning to the bargaining unit in this manner shall not be recognized or used until after the returning employee has obtained an initial full-time or part-time bargaining unit position.

**6.2 LOSS OF SENIORITY**

Except as otherwise required by law, seniority and employment will be lost by any of the following:

**6.2.1**

Any resignation from employment, including position abandonment under Section 5.4;

### **6.2.2**

Any termination of a probationary employee, or any termination of a regular employee for cause;

### **6.2.3**

Absence from work for more than the maximum period of approved leave or the maximum period of recall rights;

### **6.2.4**

Failure to report to work on the first workday following the end of an approved leave of absence unless the employee has earlier received written approval for an adjusted return date;

### **6.2.5**

Failure to return to work on the date specified in any recall from layoff notice mailed (by first class mail) at least seven (7) calendar days in advance to the last address listed in the employee's personnel file, provided that it allows the employee sufficient time to comply with any current employer's policy governing a notice of resignation (and that the employee has notified employer of such policy upon receiving a recall notice) unless the employee has earlier received written approval for an adjusted return date; or

### **6.2.6**

Applying for or accepting employment or self-employment while on leave of absence unless the employee has earlier received written approval from the Executive Director of Human Resources or designee.

## **6.3 LAYOFF**

A layoff is defined as a permanent or prolonged reduction in the number of employees employed by the Medical Center. Layoffs will be by job classification. If a layoff is determined by the Employer to be necessary, employees will first be designated for layoff on the shift in the department/nursing unit affected by the reduction with the least senior employee (s) on the shift (in the same job classification) being designated for layoff, providing skill, competence, ability and experience are considered equal in the opinion of the Employer. Where possible, fourteen (14) days' advance notice of layoff (or pay in lieu thereof) will be given to employees subject to layoff which is anticipated to exceed thirty (30) days in duration.

### **6.3.1 ORDER OF LAYOFF**

Agency and temporary personnel, travelers and probationary employees within the affected department or work unit will be released prior to laying off regular employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. For full-time and part-time employees, the employee(s) with the least amount of seniority shall be laid off first, providing skill, competence and ability are considered substantially equal in the opinion of the



Employer. Prior to implementing a layoff, the Employer will seek volunteers for layoff from among regular employees in those job classifications and departments or units affected by the layoff. Per diem employees on a regular schedule will be removed from the regular schedule prior to laying off regular employees, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Open (vacant) positions within the classification affected by a layoff will not be filled during the period beginning with the notice of layoff to the date of the layoff. Layoff Options: An employee who is subject to layoff has the following options:

- i. Accept a vacant position (FTE and schedule) providing skill, competence and ability are considered substantially equal in the opinion of the Employer, with the usual department orientation period.
- ii. If s/he is not the least senior employee, the employee may displace the least senior employee (FTE and schedule) in the classification in the bargaining unit at the Hospital where the employee is primarily assigned, providing skill, competence and ability are considered substantially equal in the opinion of the Employer, with the usual department orientation period. The employee subject to layoff must exercise this option within seven (7) days of notice of layoff.
- iii. Voluntarily terminate employment in accordance with Section 5.3.
- iv. Be placed on the reinstatement roster for one (1) year in accordance with Section 6.3.5 of this Article.

### **6.3.2 CASH OUT**

Upon layoff, the employee shall receive a cash out of earned PTO.

### **6.3.3 SEPARATION AGREEMENT**

The Employer shall have the right to offer some period of separation pay and/or benefits to employees affected by a layoff which may be conditioned upon the signing of a general release of all claims and/or a waiver of recall rights. Employee shall have the right to accept or reject such offer.

### **6.3.4 CONTINUATION OF GROUP INSURANCE COVERAGE**

Upon layoff, further participation in the Group Insurance and Retirement Plans shall be discontinued, subject to employee options available for continuation of insurance coverage available by the Employer. If the employee is reinstated, a new eligibility period is not required. The above referenced plans will become effective the 1st of the month following the date of reinstatement.

### **6.3.5 RECALL**

Upon layoff, the Employer shall place employees upon a reinstatement roster for a period of one (1) year from the date of layoff unless an employee states in writing that he/she does not wish to be listed on the roster. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in reverse order of

the layoff (within the job classification), provided the employee is qualified to fill the vacant position as determined by the Employer. The Employer shall notify employees by a certified letter, return receipt requested, to the employee's last known address. It shall be the responsibility of the employee to keep the Employer apprised of his/her current address. Refusal to accept a work offer from the reinstatement roster, or at the end of the one (1) year period, shall terminate all rights granted under this rule. Upon reinstatement, the employee's previously accrued benefits and seniority shall be restored subject to an adjusted anniversary date to reflect the length of the layoff.

**6.3.6 OTHER OPPORTUNITIES**

In the event of a layoff in a single department, job opportunities will be offered as available and commensurate with qualifications. As the needs of the Medical Center allow, the employee will be offered retraining.

**6.4 UNIT OR DEPARTMENT MERGER AND/OR RESTRUCTURE**

In the event of a merger of two (2) or more units or departments into a single unit/department or a restructuring of an existing unit or department, the Employer and the Union shall meet to discuss the process. The parties acknowledge that the Employer retains the right to implement the decision regarding any such merger and/or restructuring.

**ARTICLE 7  
HOURS OF WORK AND OVERTIME**

**7.1 WORK DAY**

The normal work day shall be defined by the Employer based on the needs of the department, and most typically will consist of shifts of eight (8) hours, ten (10) hours, and twelve (12) hours work, plus an unpaid thirty (30) minute period to be taken during said shift. (In certain scheduling situations, the total paid work time shall be inclusive of a paid meal period.)

**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 within a fourteen (14) day period.

**7.3 MEAL AND REST PERIODS**

All employees shall receive an unpaid meal period of thirty (30) minutes. Employees required to remain on duty or return to their department to perform the duties of their job during their meal period shall be compensated for such time at the appropriate rate of pay. It shall be the responsibility of the employee to notify the supervisor or Director (who shall consult with the House Supervisor if unable to resolve the problem) or House Supervisor if the employee believes that it will be necessary to miss a meal period; for employees with pre-scheduled meal periods the notification should be given at least thirty (30) minutes in advance.

All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. The application of this Section shall be consistent with state law.

#### **7.4 OVERTIME**

When an employee works four (4) or more consecutive hours of overtime beyond the employee's normal work day, the first four (4) hours shall be paid at time and one half (1-1/2) the employee's regular rate of pay and the remaining hours at double time (2x). However, for employees working ten (10) hour or twelve (12) hour shifts, the first two (2) consecutive hours of overtime beyond the employee's normal work day will be paid at time and one half (1-1/2) the employee's regular rate of pay, and the remaining hours at double time (2x). Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Overtime shall be authorized in advance whenever possible. If it is not possible on the day overtime is worked to secure authorization in advance, the employee shall record the overtime on the day the overtime is worked and the reasons therefore and the overtime documentation shall be given to the employee's supervisor or designee at the earliest opportunity. Overtime shall be computed and paid to the nearest one hundredth of an hour. Overtime pay for alternative work schedules shall be paid in accordance with that specific work schedule agreement.

#### **7.5 NO PYRAMIDING**

There shall be no pyramiding or duplication of overtime pay or premium pay under any circumstances, nor will the same hours be counted twice, directly or indirectly, for any overtime purpose. When an employee is eligible for two (2) or more forms or types of time and one half (1-1/2) or double time (2x), the employee will only receive the highest pay rate. Premiums paid at time and one half (1-1/2) or double time (2x) for extra days/hours worked (unfilled shifts, call in on day off, scheduled weekend off worked) will not be included in any calculation for overtime.

#### **7.6 ALTERNATIVE WORK SCHEDULES**

Alternative work schedules are defined as work schedules that exceed twelve (12) hours per day and require a modification, change or waiver of terms or conditions set forth in this Employment Agreement. Alternative work schedules may be established by the Employer with the consent of the employee(s) involved, and prior notification to the Union for the purpose of negotiating the terms and conditions of the alternative work schedule to the extent they deviate from those already contained in this Agreement. Where alternative work schedules are utilized, the Employer retains the right to revert back to the traditional work schedule. Before reverting back, a minimum of twenty-one (21) days' notice will be given to the employee(s) involved.

#### **7.7 WORK SCHEDULES**

The Employer retains the right to adjust work schedules (including shift start times) to maintain an efficient and orderly operation. The Employer shall determine and post work schedules of four (4) or more weeks in duration, ten (10) calendar days preceding the expiration of the current schedule. Any request for special scheduling must be submitted in writing to the supervisor at least twenty (20) calendar days prior to the issuance of the new work schedule. Employer initiated changes to schedule patterns will be discussed with the employee(s) prior to posting. Once schedules have been posted, they may only be amended by mutual agreement except for census conditions and other conditions beyond the Employer's control.

##### **7.7.1 SHIFT ROTATION**

There will be no rotation of shifts without the consent of the employee.

## **7.8 SURGICAL SCHEDULE REDUCTION**

When advised of reductions in the surgical schedule, operating room employees will have the option of the time off without pay on the day scheduled, provided this is mutually agreeable with the Employer. Such employees will be required to work in other nursing areas consistent with the employee's skill and abilities, if instructed by the Employer, if they have already reported for work.

## **7.9 WEEKENDS**

The Employer will make a good faith effort to schedule all regular full and part-time employees for every other weekend off. In the event an employee works two (2) consecutive weekends all time worked on the second weekend shall be paid at the rate of time and one half (1-1/2) the employee's regular rate of pay. The following weekend (i.e., the next regularly scheduled weekend) shall be paid at the employee's regular rate of pay. Subject to supervisor approval, employees may request the trading of weekends, providing the schedule change does not place the Employer into an overtime or premium pay condition. The employee is responsible for finding his/her own replacement for trading a weekend after the schedule is posted or for any requested vacation time off that does not comply with the paid time off request procedure (Article 10). The weekend shall be defined for first (day) and second (evening) shift employees as Saturday and Sunday. For third (night) shift employees, the weekend shall be defined as Friday night and Saturday night. This premium pay provision shall not apply to an employee who is hired to work weekends or who requests to work additional weekend hours. Such employee shall be paid at the regular rate of pay for all hours worked on the weekend. This time and one half (1-1/2) provision shall not apply to an employee who is hired to work weekends or who requests to work additional weekend hours. Such employee shall be paid at the regular rate of pay for all hours worked on the weekend.

## **7.10 ADDITIONAL HOURS**

Full-time and part-time employees working reduced hours may request additional hours by notifying the Department Manager in writing. The Employer will endeavor to utilize such employees before scheduling per diem employees provided that such available employee has the necessary skills, qualifications and experience, and provided that the additional hours do not create an overtime or premium pay condition. Hospital will attempt in good faith to offer additional shifts on a rotating basis.

## **7.11 REST BETWEEN SHIFTS**

All regularly scheduled employees working eight (8) hour shifts shall normally have an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such employee to work longer periods to meet adequate patient care requirements. For employees working ten (10) hour or twelve (12) hour shifts, the above-described rest period shall be at least nine (9) hours. This provision may be waived by mutual agreement between the employee and the Employer. Otherwise, employees who do not receive the above consecutive hours of rest prior to any shift worked shall be compensated at one and one half (1-1/2) times the employee's regular rate of pay throughout the next shift worked without the required rest. This Section shall not apply to continuing education, in-service education, committee meetings, staff meetings or time spent on-call (Section 9.2). If attendance at a staff meeting or in-service is required and there are no other

options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this Section. Full-time and part-time employees who are on-call, are called back (Section 9.3), and do not receive a rest period of at least eight (8) consecutive hours rest prior to any shift worked shall be compensated at one and one half (1-1/2) times the employee's regular rate of pay throughout the next shift worked without the required rest.

#### **7.12 EMPLOYMENT STATUS**

Employment status will be initially determined by the Employer. If compensated hours (excluding overtime) in a part-time position increase for a period of six (6) months to eighty (80) hours per pay period, the employee's status shall be changed to "full-time." If compensated hours (excluding overtime) in a part-time position increase for a period of six (6) months to forty-eight (48) or more hours per pay period but less than eighty (80) hours per pay period, the employee's status shall be changed to "part-time A." If a per diem employee is consistently regularly scheduled over a six (6) month period, upon request by the employee, the status of the per diem employee will be reviewed to determine whether a change to regular status is appropriate. This Section shall not apply to additional hours worked to provide coverage for employee absences (illness and trades), vacations, or coverage of approved leaves of absence.

### **ARTICLE 8 COMPENSATION**

#### **8.1 WAGE SCHEDULE**

The 2023 wage schedule for employees covered by this Agreement is set forth in Addendum A.

Effective the first full pay period following January 1, 2024, the wage schedule shall be increased by three percent (3%).

Effective the first full pay period following January 1, 2025, the wage schedule shall be increased by three percent (3%).

#### **8.2 EFFECTIVE DATE OF INCREASES**

Unless otherwise specified in this Agreement, all increases in compensation shall become effective the first full payroll period on or after the date designated in this Agreement.

#### **8.3 LONGEVITY STEPS**

Full-time and part-time "A" employees shall receive longevity steps on the first full pay period following July 1 of each year after the completion of the appropriate anniversary year of continuous employment based on twelve (12) consecutive months, until the top of the wage range has been reached. Longevity steps for part-time "B" and per diem employees shall become effective at the beginning of the pay period following the completion of one thousand two hundred forty-eight (1,248) compensated hours (but not more than one (1) longevity step in any twelve (12) month period), or upon completion of every other anniversary year of continuous employment, based on twelve (12) consecutive months, whichever comes first.

#### **8.4 NEW HIRE RECOGNITION FOR EXPERIENCE**

Newly hired employees, will be hired in at pay levels which reflect the employee's years of service in the classification. The clinical director in the hiring department will review the experience credit for new hires. Comparable and verifiable experience in a related classification within or outside of the Lourdes Health System will be counted 1 year for 1 year. Starting wage may be adjusted plus or minus 2 steps per management discretion considering skills, abilities, and attributes.

##### **8.4.1**

Prior to March 1, 2019, employees hired into Lourdes Health System on or after August 2, 2015, shall have a one-time opportunity to request that the step that reflects their years of relevant experience, according to 8.4. New pay rates will become effective the first full pay period following the approved experience credit by Human Resources. If the employee disagrees with the placement, they may file a grievance. Such grievance shall not be subject to arbitration.

##### **8.4.2**

If a new employee is hired above the minimum longevity step set forth in Section 8.4, any current employee in that job classification with the same or greater years of experience paid at a lower pay step will be brought up to the new employee's pay step (longevity step).

#### **8.5 WAGE AND BENEFIT MINIMUMS**

The parties recognize that market wages may escalate during the term of this Agreement and the Employer may increase the wage rates paid to classification or wage grades. Accordingly, nothing contained herein shall prohibit the Medical Center, at its sole discretion, from paying wages and/or benefits in excess of those specified in this Agreement provided that such increases apply to all bargaining unit members within that job classification. In the event such action is necessary, the Employer will notify the Union regarding such increases.

### **ARTICLE 9 PREMIUM PAY**

#### **9.1 SHIFT DIFFERENTIAL**

A shift differential shall be paid to employees working evening and/or night shifts. Evening and night shifts are defined as shifts that include fifty percent (50%) or more of the employee's regularly scheduled hours after 3:00 p.m. for evening shift, and after 11:00 p.m. for night shift. The shift differential for evening shift shall be two dollars and twenty-five cents (\$2.25) per hour and the night shift shall be three dollars and fifty cents (\$3.50) per hour.

#### **9.2 ON-CALL**

On-call hours are paid hours and do not begin until the completion of the employee's regularly scheduled shift or any earlier release. On-call shall be at the rate of three dollars and seventy-five cents (\$3.75) per hour. Should LMC agree to any increase in on-call pay with UFCW Local 21, the Union will receive the same increase, at the same time.

### **9.3 CALL BACK**

Call back hours are paid hours when an employee who has been placed on-call is called back to work outside the employee's regularly scheduled shift or any earlier release. An employee who has been placed on-call and is called back shall be compensated at the rate of time and one half (1-1/2) the employee's straight time rate of pay. When called back, the employee shall receive time and one half (1-1/2) for a minimum of three (3) hours of work.

### **9.4 LOW CENSUS/CALL IN**

An employee who is placed on Low Census will be paid at the rate of three dollars and seventy-five cents (\$3.75) per hour for each hour of Low Census. If called in to work during the regular shift, the Low Census pay will stop and the employee will be paid at the employee's regular rate of pay for all hours worked with a minimum of three (3) hours of work. If the employee is required to work beyond the end of the regular shift, the employee will be paid at the rate of time and one half (1-1/2) for those hours worked beyond the regular shift.

### **9.5 HOUSE REQUEST/LOW CENSUS/REDUCTION IN HOURS**

House request is unpaid hours and occurs when an employee is not needed due to a one shift reduction in force. There is no obligation to the employee to complete any part of the regularly scheduled shift.

Low census is defined as a decline in work requirements resulting in a decrease in working hours for a given shift. Low census hours are paid hours and occurs when an employee is regularly scheduled to work and Hospital census is low. Employee is required to be available via pager or phone. Subject to the needs of the department, volunteers will be sought prior to determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will rotate low census and/or reductions in hours equitably among all employees within a specific job classification on the same shift providing skill, ability, experience, performance and availability are considered to be equal in the opinion of the Employer. The Employer shall determine which job classification(s) shall be subject to low census or a reduction in hours at any particular time.

Prior to implementing low census, the Employer will make a good faith effort to reduce overtime, whenever possible, and return employees working extra days to normally scheduled hours as authorized by position control. Subject to patient care considerations, temporary and on-call employees will be assigned low census prior to regular status employees in the same unit/department. The Employer reserves the right to determine the assignment of low census to employees based on skill level requirements and operational and staffing requirements of the Employer. During a period of low census, there shall be no change in the employee's benefits eligibility status or anniversary date.

The Employer shall accumulate all Low Census and House Request hours taken by employees by Department on a fiscal year to date basis. Voluntary Low Census and House Request hours taken by the employee will be credited to the rotation list. Low Census and House Request hours shall not alter anniversary dates of employment nor shall Low Census and House Request

affect an employee's seniority, longevity steps, vacation or sick leave benefits. Low Census and House Request shall not affect a full-time or part-time "A" employee's eligibility for medical, dental, life insurance or the Medical Center's Retirement Plan.

**9.5.1 NOTIFICATION**

Employees will be notified a minimum of one and one half (1-1/2) hours in advance of their scheduled shift of the requirement to take a low census day.

**9.5.2 REPORT PAY**

An employee who reports to work and is sent home due to Low Census or House Request or other reasons beyond the Employer's control shall be provided four (4) hours of work or pay in lieu thereof at the employee's regular rate of pay. This commitment shall not apply if the Employer has made a good faith effort to notify the employee in advance of the scheduled shift and is unable to do so.

**9.6 TEMPORARY ASSIGNMENT TO LEAD POSITION**

Assignment by management to a temporary lead position for eight (8) consecutive hours or longer shall be compensated at one dollar (\$1.00) per hour for such period of assignment. Bargaining unit members temporarily assigned to a lead position lasting longer than ninety (90) calendar days will be compensated at two dollars and fifty cents (\$2.50) beginning on the ninety-first (91<sup>st</sup>) day.

**9.7 WEEKEND DIFFERENTIAL PAY**

Any employee who works a regularly scheduled shift on a weekend shall receive three dollars and fifty cents (\$3.50) per hour. The weekend differential shall not be included in the regular rate of pay for any time and one half or other premium pay calculations. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday, exclusive of standby/call. Should LMC agree to any increase in weekend differential pay with UFCW Local 3000, the Union will receive the same increase, at the same time.

**9.8 LEAD TECH**

Bargaining unit employees designated by the Employer as "Lead Tech" shall be paid a premium of two dollars and fifty cents (\$2.50) per hour above their hourly wage rate, which premium shall be deemed part of the employee's regular rate of pay.

**9.9 PHARMACY TECH/BUYER PAY**

Bargaining unit employees designated by the Employer as a "Pharmacy Tech/Buyer" shall be paid a premium of three dollars (\$3.00) per hour above their hourly wage rate, which premium shall be deemed part of the employee's regular rate of pay.



## **9.10 PRECEPTOR PAY**

Preceptor assignments shall be at the discretion of the Employer. Employees assigned as a preceptor shall receive a premium of two dollars (\$2.00) per hour. Preceptor pay shall not be paid in addition to lead pay.

## **9.11 CERTIFICATION PAY**

Employees who obtain an elective national certification in the area within which they are working shall have one dollar (\$1.00) per hour added to their hourly rate of pay for all hours worked. Certification pay will be discontinued upon expiration of certification. Such certification pay is subject to approval by management. The employee, in order to continue to receive certification pay, must meet all educational and other requirements to keep the certification in good standing. Beginning the first full pay period in January 2020, Employees who obtain an additional national certification within the area they are working, and if certification is approved by management, the employee shall receive one dollar (\$1.00) per hour on all hours worked. A maximum of two (2) certifications may be recognized by the Employer.

## **ARTICLE 10 PAID TIME OFF (PTO), EXTENDED ILLNESS BANK (EIB), AND SHORT TERM DISABILITY**

The Employer provides a Paid Time Off (PTO) bank which may be used for short term illness, vacation, holiday, PTO donation (according to Lourdes Policy), Washington Paid Sick leave and other personal needs. The Employer will partner with the LMC for advisory input, prior to implementing final policy.

### **10.1 PTO**

PTO plans accrue to a maximum of 1.5 times the annual accrual rate.

### **10.2 TEN (10) AND TWELVE (12) HOUR STAFFING SCHEDULES**

Employees on a ten (10) or twelve (12) hour schedule may take PTO in ten (10) or twelve (12) hour increments or in any other increment to replace the employee's normally scheduled work hours.

### **10.3**

Employees will have the option to use PTO in lieu of House Request time and Low Census time (if the employee is not called in to work).

### **10.4**

An employee who leaves the employment of the Medical Center shall be entitled to payment for any PTO benefits which may have accrued, provided the employee has complied with Section 5.3.

## **10.5**

All PTO requests are subject to the Employer's operational and staffing requirements and must be scheduled in advance and approved by supervision. Employees will not be expected to find their own replacement when scheduling vacation time in accordance with this Article. No PTO will be scheduled that encompasses more than one (1) of the three (3) seasonal holidays (Thanksgiving, Christmas or New Year's) and will be scheduled in conjunction with the holiday rotation.

## **10.6**

Employees will make every effort to schedule PTO to begin in conjunction with their regularly scheduled weekend off. Employees will not be expected to find their own weekend relief, except as otherwise provided for in Section 7.9. In order to accommodate vacation requests, it may be necessary to request that the employee work an additional weekend.

## **10.7**

If any full-time or part-time employee cannot take PTO due to the Employer's staffing needs and at no fault of the employee, the Employer will hold the employee's PTO until such employee is able to schedule PTO off, in which case applicable benefits will continue to accrue.

## **10.8 PRIME TIME VACATION**

A Prime Time vacation period shall be defined as June 1 through September 15 of each year. The Prime Time request period shall be from January 1 through March 31 of each year. In the event of conflicting requests for vacation time by two or more employees within a unit during the request period, seniority shall prevail. The Unit Director shall post the approved vacation schedule by each April 15. Requests for Prime Time vacation submitted after the request period will be granted on a first come first serve basis. As a general rule, no more than two (2) weeks' vacation may be taken during Prime Time. Special requests for more than two (2) weeks may be considered after all vacation requests for Prime Time have been scheduled and posted. An employee requesting a vacation outside of Prime Time shall request the desired vacation time as far in advance as possible, but not less than two (2) weeks before the work scheduled is posted. If the request for vacation is more than sixty (60) days from the date of submittal, the Employer will make a good faith effort to respond to the employee as soon as is practical, but not less than thirty (30) days prior to the posting of the work schedule in which the vacation request has been made.

## **10.9**

An employee shall notify the Employer as soon as possible but not later than one and one half (1-1/2) hours in advance for employees scheduled to work the first (day) shift and no later than three (3) hours in advance for employees scheduled to work the second (evening) or third (night) shifts, if the employee is unable to report for duty as scheduled. Failure to do so, except for circumstances beyond the employee's control, shall result in loss of paid PTO benefits for that day.

## **10.10 WORK ON A HOLIDAY**

A full-time employee required to work on a holiday shall be paid at double time (2x) the

employee’s regular rate. Full-time and part-time employees shall be paid double time (2x) the employee’s regular rate for all hours worked on a holiday. Holiday pay shall begin at 12:00 a.m. and end at 11:59 p.m. on the actual holiday.

The following days will be observed as fixed holidays, with the Employer to publish a list of the dates of observation by January 31 of each year:

New Year’s Day	President’s Day	Memorial Day	Fourth of July
Labor Day	Thanksgiving Day	Christmas Day	

**10.11 PTO ACCRUAL RATES**

Years of Service	Accrual Rate Per Paid Hour	Annual PTO Accrual Days	Annual PTO Accrual Hours	Maximum PTO Bank (Hours)
0 - 4	.09615**	25*	200*	350
5 - 9	.11153**	29*	232*	408
10 -14	.13077**	34*	272*	478
15+	.13846**	36*	288*	512

\*Based on 8-hour days and 80-hour schedule & pro-rated for part-time associates.  
**\*\*Inclusive of the 0.025/hour accrual pursuant to the WPSL, the hourly accrual of which shall not be capped.**

**10.12 CHANGES TO PTO**

The parties agree that the Employer will provide the Union with 45 calendar days advance notice of any administrative changes to the PTO policy. The Union retains the right to demand to bargain regarding changes to wages, hours of work, and working conditions related to the PTO policy.

**10.12.1 PTO ACCRUAL RATE**

In the case that UFCW local 21 Nursing receives an increase in the accrual rate or enhancement in tenure band, the same adjustments will be made to the accrual rates listed above.

**ARTICLE 11  
MEDICAL AND INSURANCE BENEFITS**

**11.1 PARTICIPATION AND PLANS**

During the life of this Agreement and assuming the following benefit plans continue in existence the Hospital will offer eligible full-time and part-time employees the opportunity to participate in available plans on the same terms and conditions as such plans are offered to other Lourdes hourly non-bargaining unit employees (i.e., medical and wellness plans, dental plans, visions plans, life and AD&D insurance, short-term and long-term disability insurance, and flexible spending accounts) as well as the 401(k) savings plan.

### **11.1.1 CONTRIBUTION RATES**

The contribution rates paid by employees for coverage under any of the plans mentioned above shall be the same as those similarly situated non-bargaining employees of the Hospital. If any of the rates are increased or decreased by any hourly non-union employees during the duration of this Agreement, they shall be increased or decreased for bargaining unit employees, they shall be increased or decreased in the same amount.

### **11.1.2 AMENDMENT OR TERMINATION OF PLANS**

The Hospital may amend or terminate any of the plans referred to in this Article. No termination or amendment of any plan, nor any issues relating to administration or application of such plans may be subject to the grievance or arbitration provisions of this Agreement.

### **11.1.3 MEDICAL & WELLNESS PLANS**

The Hospital will implement optional employee wellness discounts under which employees' future annual Health & Welfare premium increases for the life of this Agreement will be limited to twelve (12) percent per year. Premium increases for employees who do not take advantage of those wellness discounts shall not exceed the Hospital's fifty percent of the year-over-year cost increases to provide such coverage.

## **11.2 HEALTH TESTS**

At the time of employment, the Employer shall provide screening for immunity to measles, mumps, rubella, varicella and Hepatitis B at no cost to the employee. In accordance with Medical Center policy, employees shall be provided Hepatitis B vaccine and follow up screening at no cost to the employee. Whole blood test to measure immunity to TB or purified protein derivative (PPD) is required at the time of employment. In the event a chest x-ray is recommended the Employer will provide a chest x-ray at no cost to the employee. Compliance with this requirement is a condition of employment.

Completion of an annual questionnaire may be required. Should the employee fail to comply, the employee shall not be scheduled to work until compliance is met.

## **11.3 LIABILITY COVERAGE**

Employees on duty for Employer, and performing in accordance with Employer's job description, policies and/or procedures and within their scope of authority, shall be covered by Employer's liability coverage. If the employee is operating outside of the job description, policies and/or procedures, the employee will not be covered. Nothing in this provision shall be interpreted as a waiver of any coverage otherwise available under the terms of the Employer's liability plan.

**ARTICLE 12**  
**LEAVES OF ABSENCE**

**12.1 ADMINISTRATION OF LEAVES**

**12.1.1 IN GENERAL**

All leaves are to 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 shall be given by the Employer. A leave of absence shall commence on the first day of absence from work.

**12.1.2 LEAVE WITH PAY**

Leave with pay shall not alter an employee's anniversary date of employment or otherwise affect the employee's compensation or status with the Employer.

**12.1.3 LEAVE WITHOUT PAY**

A leave without pay of thirty (30) days or less will not alter an employee's anniversary date of employment and the employee, upon return from the leave, will be reinstated to the individual's prior position. Except as otherwise provided for herein, a leave without pay exceeding thirty (30) days will result in an adjustment to the employee's anniversary date to reflect the length of the leave. Upon return from the leave, the employee will be given the first available position for which the employee is qualified.

**12.2 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Leave under the federal Family and Medical Leave Act (FMLA) shall be available to eligible employees in accordance with federal law. If a particular period of leave qualifies under both the federal FMLA and State law, the leaves shall run concurrently.

**12.2.1 ADVANCE NOTICE FAMILY LEAVE**

Except in special circumstances defined by law, employees must give at least thirty (30) days' advance written notice to be eligible for family leave.

**12.2.2 WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE**

The Employer will provide Paid Family and Medical Leave benefits through the State-run insurance program and in accordance with the laws of the State of Washington.

**12.3 MATERNITY LEAVE**

After completion of the probationary period, a leave of absence shall be granted upon request of the employee for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. If the employee's absence from work for maternity reasons does not exceed the period of physical disability, the employee shall return to work on the same position, shift and former full-time or part-time status. If the employee's absence will exceed six (6) weeks the employee must, prior to the completion of the six (6) weeks

period, provide the Employer with written verification of the continuing physical disability from a licensed health care practitioner with credentials and expertise acceptable to the Employer. If an employee elects to continue the maternity leave beyond the period of physical disability, unless otherwise required by law, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified for the remainder of the six (6) month leave. Subject to the availability and other provisions of Article 10, the employee must use previously accrued and available PTO during the period of disability and accrued vacation during the maternity leave. Prior to the employee returning from a leave of absence, the Employer may require a statement from a licensed health care practitioner with credentials and expertise acceptable to the Employer verifying the period of physical disability and attesting to the employee's capability to perform the work required of the position. Unless otherwise required by law, employees on approved unpaid maternity leave will have the option of continuing their group medical coverage at their own expense during the length of the leave.

### **12.3.1 NOTIFICATION TO EMPLOYER**

If a maternity leave exceeds six (6) weeks, an employee must thereafter notify the Human Resources Department at least once each four (4) weeks from date of leave to advise them of the employee's progress and to reaffirm the employee's intent to return to work. Failure to notify the Human Resources Department according to the time requirements will be regarded as a voluntary resignation by the employee.

### **12.3.2 MINIMUM PTO BALANCE**

Upon written request, an employee on a maternity leave may retain a PTO balance of up to forty (40) hours providing the request is made prior to the leave.

### **12.3.3 LEAVE COMBINED**

An employee may guarantee her position (same position, shift and FTE status) for a period of up to the period of disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

## **12.4 NON-FMLA DISABILITY LEAVE**

After one (1) year of continuous employment, a leave of absence shall be granted for a physical disability upon the recommendation and verification from a licensed health care practitioner with credentials and expertise acceptable to the Employer for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. Unless otherwise required by law, if the employee's absence from work for a physical disability does not exceed six (6) weeks, the employee shall return to work on the same position, shift and former position control status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. Subject to the eligibility and other provisions established by Article 10, the employee must use previously accrued and available EIB and PTO during this disability leave of absence. Prior to the employee returning from a disability leave of absence, the employee shall be required to provide the Employer a statement from a licensed health care practitioner with credentials and

expertise acceptable to the Employer attesting to the employee's capability to perform the work required of the position.

**12.4.1 NOTIFICATION TO EMPLOYER**

An employee on a disability leave must notify the Human Resources Department at least once each four (4) weeks from date of leave to advise the Human Resources Department of the employee's progress and to reaffirm the employee's intent to return to work. Failure to notify the Human Resources Department on a timely basis will be regarded as a voluntary resignation by the employee.

**12.4.2 MINIMUM PTO BALANCE**

Upon written request, an employee on a disability leave may retain a PTO balance of up to forty (40) hours providing the request is made prior to the leave.

**12.5 PERSONAL LEAVES**

Personal leave shall be available to eligible employees in accordance with Personnel Policy No. 5200 13, Section 13.2, or its successor.

**12.6 JURY DUTY**

Jury duty shall be available to eligible employees to a maximum of eighty (80) hours per occurrence in accordance with Personnel Policy No. 5200 13, Section 13.4, or its successor.

**12.7 BEREAVEMENT LEAVE**

Bereavement leave shall be available to eligible employees in accordance with Personnel Policy No. 5200 14 or its successor.

**12.8 MILITARY LEAVE**

Military leave will be granted in accordance with State and Federal regulations.

**12.9 EDUCATIONAL LEAVE**

Upon completion of one (1) year of employment, an employee may be granted up to six (6) months educational leave for the purpose of furthering the employee's education in a program which is job related and is for the mutual benefit of the employee and the Medical Center.

**12.10 CONTINUING HEALTH COVERAGE**

Unless otherwise provided by law, full-time and part-time "A" employees who are granted an unpaid leave of absence will be allowed to continue group health coverage provided by the Medical Center at the employee's cost for a period not to exceed three (3) months. Health insurance at the employees cost will be available for disability and maternity leaves for a period not to exceed the maximum six (6) month leave period. Holiday benefits will not be paid during an unpaid leave of absence.

**ARTICLE 13**  
**ORIENTATION/IN-SERVICE EDUCATION/OTHER EDUCATION**

**13.1 ORIENTATION**

New employees shall receive an orientation of sufficient duration and content to prepare them for their specific duties and responsibilities. Orientation shall be based on the educational needs identified by assessment of the individual's ability, knowledge and skills determined by the supervisor. Orientation will consist of a general orientation, plus department orientation through a combination of classroom and department in-service.

**13.2 IN-SERVICE EDUCATION**

In-service Education is defined as programs planned by the Employer for the education of personnel. The purpose of in-service education is to (a) promote the safe and intelligent care of the patient, and efficient services, (b) develop staff potential, and (c) create an environment that stimulates learning, creativity and personal satisfaction.

To the extent feasible and possible, such programs will be conducted at times convenient to all shifts and, if mandatory, will be so designated. Employees who attend mandatory programs on off duty time will be paid at the straight time hourly rate. If employees are required to attend mandatory in-service programs before or after their regularly scheduled shift, and are in an overtime situation, they will be paid at the appropriate overtime rate.

**13.3 PAID PROFESSIONAL/EDUCATIONAL LEAVE AT EMPLOYER'S REQUEST (OTHER THAN MONTHLY STAFF MEETINGS)**

An employee shall be paid at his/her regular hourly rate for attending workshops, educational and other professional meetings when required by the Employer. In addition, all legitimate expenses for such workshops or meetings shall be paid according to the general provisions of the Education and Travel Reimbursement Personnel Policy.

**13.4 TUITION REIMBURSEMENT**

The Employer provides a tuition reimbursement program for full-time and eligible part-time employees. The Employer's tuition reimbursement program is incorporated by reference into this Agreement.

**13.5 PAID PROFESSIONAL/EDUCATIONAL DEVELOPMENT AT EMPLOYEE'S REQUEST**

**13.5.1**

After successful completion of the probationary period, an employee shall be permitted a paid absence for purposes of attending continuing education programs, providing the employee has submitted the request at least thirty (30) days in advance and has obtained approval from the employee's Director and Chief Nurse Executive.



### **13.5.2**

Usually, when the employee is requesting to attend an educational program, only the hours of education are paid. However, the employee and the Director may negotiate how many hours are to be paid and whether any additional expenses will be covered. When requesting paid professional/educational development, the employee should be specific concerning how many hours are being requested, and if tuition reimbursement, travel time, and/or travel expenses are being requested. A brochure of the program should be provided with the request, along with a statement from the employee as to how his/her attendance will benefit the employee's performance, the unit and/or the Hospital. Among the factors to be considered in considering employee requests are the availability of budgeted funds; the employee's existing or desired education plan; the employee's existing or prospective assignment(s), scheduled hours and years of service; the Employer's existing or anticipated needs; and current scheduling and staffing requirements; the employee's prior participation in in house educational programs. Approval will be granted for out of area travel within the State of Washington only if the educational program is not locally available, and out of state travel will be approved only in very special circumstances.

### **13.5.3**

Upon receiving advance approval, the employee shall be paid at the employee's straight time hourly rate, with a normal maximum allowance of eight (8) hours a day, but with the advance approval of the employee's Director or Chief Nurse Executive additional hours may be approved for employees on twelve (12) hour schedules based upon travel time requirements. This type of leave may be used in less than eight (8) hour increments as well as on a day off. Under no circumstances will this time be regarded as hours worked for purposes of computing overtime.

### **13.5.4**

In all circumstances payment or reimbursement is subject to certification of attendance and completion of the course. In addition, employees receiving reimbursement for attendance shall, if requested, prepare a written and/or oral report to share with others the knowledge gained.

## **ARTICLE 14** **CONFERENCE COMMITTEE**

### **14.1 LABOR / MANAGEMENT**

The purpose of the Committee shall be to foster mutual understanding in regard to the interpretation of this Agreement and to discuss other subjects of common concern that are deemed appropriate for this Committee. There shall be four (4) elected representatives from the bargaining unit and at least two (2) representatives of Hospital Administration. The function of this Committee shall be limited to an advisory rather than a decision making capacity; however, recommendations may be made and acted upon provided such decisions or actions are not in conflict with the terms of this Agreement. Organizational aspects of the Committee will be determined by the Committee.

The Committee shall schedule meetings at least quarterly. Committee members shall be compensated for up to one (1) hour at their regular rate of pay for attendance at the meeting. Employees with concerns about staffing should take those concerns to their supervisor at the time they occur. If the employee is unsatisfied with the supervisor's response, the employee should document the issues and provide the documentation on a timely basis to their manager. If the employee is unsatisfied with the manager's response, the employee may pursue their concerns through their chain of command. Such issues are appropriate for the Labor/Management Committee. Staffing issues may not be taken to arbitration unless the staffing issue involves an alleged violation of another provision of this Agreement. Employees who raise staffing and workload issues shall be free from restraint, interference, discrimination or reprisal.

## **ARTICLE 15** **GRIEVANCE PROCEDURE**

### **15.1 GRIEVANCE DEFINED**

A grievance is defined as any alleged violation of the terms and/or conditions of this Agreement. If any such grievance should arise, it shall be processed by the grievant in accordance with the following procedure.

### **15.2 TIME LIMITS**

Time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto. If the grievant does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the grievant shall have the right to proceed to the next step of this procedure. Grievances not raised in accordance with the following procedure and time limits will be waived and will not be considered.

#### **15.2.1 EXTENSION OF TIME LIMITS**

Time limits may be extended by mutual written agreement between the parties at any step of the grievance procedure. Such extension may be accomplished in writing or by mutual exchange of faxes or email specifying the duration of the extension and signed by the parties.

### **15.3 GRIEVANCE PROCEDURE**

This procedure herein shall serve as the sole mechanism for adjudication of disputes which may arise out of any alleged violations of this Agreement. At any step of this procedure, the Union representative shall have the right to be present. If the Union representative is present, the Human Resources Executive Director or designee reserves the right to be present at the meeting.

#### **Step 1 Immediate Supervisor**

All alleged violations of the terms and/or conditions of this Agreement shall be presented in writing to the employee's immediate supervisor and Executive Director of Human Resources within fourteen (14) calendar days of the employee/grievant's knowledge that a grievance exists.

The grievant shall reduce the grievance to writing specifying the provision of this Agreement allegedly violated, the date of such violation and the remedy sought by the grievant. The immediate supervisor shall issue a written decision to the grievant within fourteen (14) calendar days after receiving the grievance.

### **Step 2 Vice President/Executive Director**

If the grievance is not resolved in Step 1 above, or if a response is not received within this time, the grievant shall have the right to submit the written grievance on the matter to the appropriate Vice President, Executive Director, or designee within fourteen (14) calendar days from the date of decision of the immediate supervisor. Within seven (7) calendar days of receipt of said grievance, the Vice President, Executive Director, or designee shall convene a meeting of all interested parties, and shall issue a written decision in the matter within fourteen (14) calendar days of such meeting.

### **Step 3 Chief Executive Officer**

If the grievance is not resolved in Step 2 above, the grievant shall have the right to present the written grievance to the Chief Executive Officer (CEO) or his/her designee within fourteen (14) calendar days from the Step 2 decision. The Chief Executive Officer (and/or designee) shall meet with the employee and the Union representative within fourteen (14) calendar days of receiving the grievance at Step 3 for the purpose of resolving the grievance. The CEO shall submit a written reply to the grievant, with a copy to the Union representative, within fourteen (14) calendar days following the meeting with the employee and Union representative.

### **Step 4 Arbitration**

If the grievance is not satisfactorily adjusted on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations and procedures specified herein, the Union may submit the issue to arbitration. To do so, the Union shall submit a written request to the Employer's Executive Director of Human Resources within fourteen (14) calendar days following the receipt of the written reply from the Medical Center Administrator or designee.

The moving party shall request an eleven (11) member, Northwest panel of arbitrators from the Federal Mediation and Conciliation Service at its Washington D.C. location, using the standard form. The parties shall then alternately strike the name of an arbitrator until one name remains. The order of striking of arbitrators shall be determined by a coin toss. The parties may, by mutual agreement, submit multiple grievances to that arbitrator selected. The parties may, by mutual agreement, request another list of arbitrators, if both parties are unsatisfied with the first list.

The arbitrator's decision shall be final and binding upon the Employer and the Union. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the terms 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. Furthermore, the Arbitrator shall have no authority to substitute his judgment for that of the Employer or its management in any matter where this Agreement has specified whose judgment will be used or where the right or matter in question has been reserved to the Employer. Each party shall bear one half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing.

Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the Arbitrator. The party requesting an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost (including the cost of providing the Arbitrator with the official record) shall be equally divided between the parties. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, including any attorneys' fees, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

### **Mediation**

The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance procedure. Should the grievance subsequently be pursued to arbitration, the Employer shall not be liable for any potential back pay liability for that period of time when the parties agreed to mediate until the parties terminate the mediation efforts.

## **ARTICLE 16** **UNINTERRUPTED PATIENT CARE**

### **16.1 NO STRIKE**

It is recognized that the Hospital is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon the Hospital, employees, and the Union. The Union, its officers, agents, representatives, and its bargaining unit members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, sympathy strike, informational or other picketing, or slowdown, concerted refusal to work overtime, or any other restrictions, interference with, or interruption of work at any of the Hospital operations, during the term of this Agreement. Employees, while acting in the course of their employment (including reporting to work), shall not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Hospital against any employee or employees, selectively or as a group, engaged in a violation of this Article. In the event of a claimed violation of this Article, the Hospital shall have the right, without waiving any of its other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action and damages. The Employer will notify the Union in writing if employees engage in such activity. In the event of any activity prohibited by this Article, the Union, its officers, agents, and representatives will take appropriate steps to end or avert same, including notifying all employees of the Union's disapproval of such action and instructing such employees to cease such actions and return to work.

### **16.2 LOCKOUT**

There shall be no lockout of employees during the life of this Agreement. The layoff of employees covered by this Agreement for any economic reason or natural disaster shall not be construed to be a lockout for purposes of this Agreement.

**ARTICLE 17**  
**GENERAL PROVISIONS**

**17.1 SEPARABILITY**

This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules, regulations or orders of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by 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 term of the Agreement. If any provision is held invalid, either party may request the commencement of negotiation for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement or amendment for such provision.

**17.2 COMPLETE AGREEMENT**

The parties acknowledge that during the negotiation 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 off 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 whether or not specifically discussed during the negotiation 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.

**17.3 PAST PRACTICES**

All employees of this bargaining unit in addition to being governed by this Agreement, shall also be subject to the personnel policies published by the Hospital having general applicability to all employees of the Employer (but not including policies relating to wages and benefits) and any subsequent personnel policies, rules and regulations that may in the sole discretion of the Employer be promulgated in the future, so long as 7 calendar days advance written notice is provided to the Union and they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.


**ARTICLE 18**  
**DURATION**

This Agreement shall become effective on January 1, 2023, to continue in full force and effect through January 15, 2026. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date, of its intent to negotiate a new Agreement. Should such timely notice be served, bargaining shall commence at a date which shall be mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the 1<sup>st</sup> day of January, 2023.

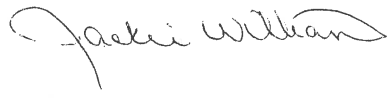
LOURDES MEDICAL CENTER

UFCW LOCAL 3000

  
9/8/2023  
\_\_\_\_\_  
CEO

  
July 31, 2023

\_\_\_\_\_  
President

  
July 31, 2023

\_\_\_\_\_  
Union Negotiator

## **MEMORANDUM OF UNDERSTANDING**

The Union and the Employer recognize the need for employees to receive meals and breaks during the course of their shift. Within three (3) months of ratification of this Agreement the Labor Management Committee (LMC) will meet to discuss and identify issues and develop recommendations for department leaders review and consideration. Meals and Breaks will be added as a standing agenda item for the LMC.

## ADDENDUM A (WAGE SCHEDULE)

**2023 Scale**

Step	CT Tech	Echo Tech	LPN	Mammo Tech	MRI Tech	Nuclear Med Tech	OB/GI Tech	Pharmacy Tech	Rad Tech	Rehab Aid	Respiratory Therapist	Surgical Tech	Ultrasound Tech	Radiology - Rad/CT Techno
0	\$ 32.33	\$ 38.67	\$ 22.89	\$ 32.33	\$ 36.65	\$ 36.65	\$ 17.04	\$ 20.14	\$ 27.42	\$ 17.43	\$ 28.92	\$ 23.93	\$ 38.67	\$ 30.64
1	\$ 32.98	\$ 39.44	\$ 23.47	\$ 32.98	\$ 37.39	\$ 37.39	\$ 17.38	\$ 20.54	\$ 27.97	\$ 17.77	\$ 29.50	\$ 24.56	\$ 39.44	\$ 31.25
2	\$ 33.64	\$ 40.23	\$ 24.05	\$ 33.64	\$ 38.13	\$ 38.13	\$ 17.73	\$ 20.96	\$ 28.53	\$ 18.13	\$ 30.09	\$ 25.15	\$ 40.23	\$ 31.88
3	\$ 34.31	\$ 41.04	\$ 24.67	\$ 34.31	\$ 38.90	\$ 38.90	\$ 18.08	\$ 21.37	\$ 29.10	\$ 18.49	\$ 30.69	\$ 25.78	\$ 41.04	\$ 32.51
4	\$ 35.00	\$ 41.86	\$ 25.27	\$ 35.00	\$ 39.67	\$ 39.67	\$ 18.45	\$ 21.80	\$ 29.68	\$ 18.86	\$ 31.31	\$ 26.43	\$ 41.86	\$ 33.16
5	\$ 35.70	\$ 42.70	\$ 25.93	\$ 35.70	\$ 40.47	\$ 40.47	\$ 18.82	\$ 22.24	\$ 30.28	\$ 19.24	\$ 31.93	\$ 27.11	\$ 42.70	\$ 33.83
6	\$ 36.41	\$ 43.55	\$ 26.59	\$ 36.41	\$ 41.28	\$ 41.28	\$ 19.19	\$ 22.68	\$ 30.88	\$ 19.62	\$ 32.57	\$ 27.80	\$ 43.55	\$ 34.50
7	\$ 37.14	\$ 44.42	\$ 27.26	\$ 37.14	\$ 42.10	\$ 42.10	\$ 19.58	\$ 23.14	\$ 31.50	\$ 20.02	\$ 33.22	\$ 28.49	\$ 44.42	\$ 35.19
8	\$ 37.89	\$ 45.31	\$ 27.95	\$ 37.89	\$ 42.94	\$ 42.94	\$ 19.97	\$ 23.60	\$ 32.13	\$ 20.42	\$ 33.89	\$ 29.23	\$ 45.31	\$ 35.90
9	\$ 38.64	\$ 46.22	\$ 28.65	\$ 38.64	\$ 43.80	\$ 43.80	\$ 20.37	\$ 24.07	\$ 32.77	\$ 20.83	\$ 34.56	\$ 29.95	\$ 46.22	\$ 36.62
10	\$ 39.42	\$ 47.14	\$ 29.38	\$ 39.42	\$ 44.68	\$ 44.68	\$ 20.77	\$ 24.55	\$ 33.43	\$ 21.24	\$ 35.26	\$ 30.71	\$ 47.14	\$ 37.35
11	\$ 40.20	\$ 48.08	\$ 30.09	\$ 40.20	\$ 45.57	\$ 45.57	\$ 21.19	\$ 25.04	\$ 34.10	\$ 21.67	\$ 35.96	\$ 31.47	\$ 48.08	\$ 38.10
12	\$ 41.01	\$ 49.04	\$ 30.86	\$ 41.01	\$ 46.48	\$ 46.48	\$ 21.61	\$ 25.54	\$ 34.78	\$ 22.10	\$ 36.68	\$ 32.24	\$ 49.04	\$ 38.86
13	\$ 41.83	\$ 50.02	\$ 31.62	\$ 41.83	\$ 47.41	\$ 47.41	\$ 22.04	\$ 26.06	\$ 35.48	\$ 22.54	\$ 37.41	\$ 33.04	\$ 50.02	\$ 39.63
14	\$ 42.67	\$ 51.03	\$ 32.42	\$ 42.67	\$ 48.36	\$ 48.36	\$ 22.49	\$ 26.58	\$ 36.19	\$ 22.99	\$ 38.16	\$ 33.85	\$ 51.03	\$ 40.43
15	\$ 43.52	\$ 52.05	\$ 33.23	\$ 43.52	\$ 49.33	\$ 49.33	\$ 22.94	\$ 27.11	\$ 36.91	\$ 23.45	\$ 38.93	\$ 34.72	\$ 52.05	\$ 41.24
16	\$ 44.39	\$ 53.09	\$ 34.05	\$ 44.39	\$ 50.32	\$ 50.32	\$ 23.39	\$ 27.65	\$ 37.65	\$ 23.92	\$ 39.70	\$ 35.57	\$ 53.09	\$ 42.06
17	\$ 45.28	\$ 54.15	\$ 34.91	\$ 45.28	\$ 51.32	\$ 51.32	\$ 23.86	\$ 28.20	\$ 38.40	\$ 24.40	\$ 40.50	\$ 36.49	\$ 54.15	\$ 42.90
18	\$ 46.18	\$ 55.23	\$ 35.77	\$ 46.18	\$ 52.35	\$ 52.35	\$ 24.34	\$ 28.77	\$ 39.17	\$ 24.89	\$ 41.31	\$ 37.40	\$ 55.23	\$ 43.76
19	\$ 47.11	\$ 56.34	\$ 36.67	\$ 47.11	\$ 53.40	\$ 53.40	\$ 24.83	\$ 29.34	\$ 39.95	\$ 25.39	\$ 42.13	\$ 38.34	\$ 56.34	\$ 44.64
20	\$ 48.05	\$ 57.46	\$ 37.59	\$ 48.05	\$ 54.46	\$ 54.46	\$ 25.32	\$ 29.93	\$ 40.75	\$ 25.89	\$ 42.98	\$ 39.29	\$ 57.46	\$ 45.53
21	\$ 49.01	\$ 58.61	\$ 38.52	\$ 49.01	\$ 55.55	\$ 55.55	\$ 25.83	\$ 30.53	\$ 41.57	\$ 26.41	\$ 43.84	\$ 40.27	\$ 58.61	\$ 46.44

**2024 Scale**

Step	CT Tech	Echo Tech	LPN	Mammo Tech	MRI Tech	Nuclear Med Tech	OB/GI Tech	Pharmacy Tech	Rad Tech	Rehab Aid	Respiratory Therapist	Surgical Tech	Ultrasound Tech	Radiology - Rad/CT Techno
0	\$ 33.30	\$ 39.83	\$ 23.57	\$ 33.30	\$ 37.75	\$ 37.75	\$ 17.55	\$ 20.75	\$ 28.25	\$ 17.95	\$ 29.79	\$ 24.65	\$ 39.83	\$ 31.56
1	\$ 33.97	\$ 40.63	\$ 24.17	\$ 33.97	\$ 38.51	\$ 38.51	\$ 17.90	\$ 21.16	\$ 28.81	\$ 18.31	\$ 30.39	\$ 25.29	\$ 40.63	\$ 32.19
2	\$ 34.65	\$ 41.44	\$ 24.77	\$ 34.65	\$ 39.28	\$ 39.28	\$ 18.26	\$ 21.58	\$ 29.39	\$ 18.67	\$ 30.99	\$ 25.90	\$ 41.44	\$ 32.83
3	\$ 35.34	\$ 42.27	\$ 25.41	\$ 35.34	\$ 40.06	\$ 40.06	\$ 18.63	\$ 22.02	\$ 29.98	\$ 19.05	\$ 31.61	\$ 26.55	\$ 42.27	\$ 33.49
4	\$ 36.05	\$ 43.11	\$ 26.04	\$ 36.05	\$ 40.86	\$ 40.86	\$ 19.00	\$ 22.46	\$ 30.58	\$ 19.43	\$ 32.25	\$ 27.22	\$ 43.11	\$ 34.16
5	\$ 36.77	\$ 43.98	\$ 26.71	\$ 36.77	\$ 41.68	\$ 41.68	\$ 19.38	\$ 22.91	\$ 31.19	\$ 19.82	\$ 32.89	\$ 27.92	\$ 43.98	\$ 34.84
6	\$ 37.51	\$ 44.86	\$ 27.39	\$ 37.51	\$ 42.51	\$ 42.51	\$ 19.77	\$ 23.36	\$ 31.81	\$ 20.21	\$ 33.55	\$ 28.63	\$ 44.86	\$ 35.54
7	\$ 38.26	\$ 45.75	\$ 28.07	\$ 38.26	\$ 43.37	\$ 43.37	\$ 20.16	\$ 23.83	\$ 32.45	\$ 20.62	\$ 34.22	\$ 29.34	\$ 45.75	\$ 36.25
8	\$ 39.02	\$ 46.67	\$ 28.79	\$ 39.02	\$ 44.23	\$ 44.23	\$ 20.57	\$ 24.31	\$ 33.10	\$ 21.03	\$ 34.90	\$ 30.11	\$ 46.67	\$ 36.98
9	\$ 39.80	\$ 47.60	\$ 29.51	\$ 39.80	\$ 45.12	\$ 45.12	\$ 20.98	\$ 24.79	\$ 33.76	\$ 21.45	\$ 35.60	\$ 30.85	\$ 47.60	\$ 37.71
10	\$ 40.60	\$ 48.55	\$ 30.27	\$ 40.60	\$ 46.02	\$ 46.02	\$ 21.40	\$ 25.29	\$ 34.43	\$ 21.88	\$ 36.31	\$ 31.63	\$ 48.55	\$ 38.47
11	\$ 41.41	\$ 49.52	\$ 30.99	\$ 41.41	\$ 46.94	\$ 46.94	\$ 21.82	\$ 25.79	\$ 35.12	\$ 22.32	\$ 37.04	\$ 32.42	\$ 49.52	\$ 39.24
12	\$ 42.24	\$ 50.52	\$ 31.78	\$ 42.24	\$ 47.88	\$ 47.88	\$ 22.26	\$ 26.31	\$ 35.82	\$ 22.76	\$ 37.78	\$ 33.21	\$ 50.52	\$ 40.02
13	\$ 43.08	\$ 51.53	\$ 32.57	\$ 43.08	\$ 48.84	\$ 48.84	\$ 22.71	\$ 26.84	\$ 36.54	\$ 23.22	\$ 38.54	\$ 34.03	\$ 51.53	\$ 40.82
14	\$ 43.95	\$ 52.56	\$ 33.39	\$ 43.95	\$ 49.81	\$ 49.81	\$ 23.16	\$ 27.37	\$ 37.27	\$ 23.68	\$ 39.31	\$ 34.86	\$ 52.56	\$ 41.64
15	\$ 44.82	\$ 53.61	\$ 34.23	\$ 44.82	\$ 50.81	\$ 50.81	\$ 23.62	\$ 27.92	\$ 38.02	\$ 24.16	\$ 40.09	\$ 35.76	\$ 53.61	\$ 42.47
16	\$ 45.72	\$ 54.68	\$ 35.08	\$ 45.72	\$ 51.83	\$ 51.83	\$ 24.10	\$ 28.48	\$ 38.78	\$ 24.64	\$ 40.90	\$ 36.64	\$ 54.68	\$ 43.32
17	\$ 46.63	\$ 55.77	\$ 35.96	\$ 46.63	\$ 52.86	\$ 52.86	\$ 24.58	\$ 29.05	\$ 39.55	\$ 25.13	\$ 41.71	\$ 37.59	\$ 55.77	\$ 44.19
18	\$ 47.57	\$ 56.89	\$ 36.84	\$ 47.57	\$ 53.92	\$ 53.92	\$ 25.07	\$ 29.63	\$ 40.34	\$ 25.64	\$ 42.55	\$ 38.52	\$ 56.89	\$ 45.07
19	\$ 48.52	\$ 58.03	\$ 37.77	\$ 48.52	\$ 55.00	\$ 55.00	\$ 25.57	\$ 30.22	\$ 41.15	\$ 26.15	\$ 43.40	\$ 39.49	\$ 58.03	\$ 45.97
20	\$ 49.49	\$ 59.19	\$ 38.71	\$ 49.49	\$ 56.10	\$ 56.10	\$ 26.08	\$ 30.83	\$ 41.97	\$ 26.67	\$ 44.27	\$ 40.47	\$ 59.19	\$ 46.89
21	\$ 50.48	\$ 60.37	\$ 39.67	\$ 50.48	\$ 57.22	\$ 57.22	\$ 26.60	\$ 31.44	\$ 42.81	\$ 27.20	\$ 45.15	\$ 41.47	\$ 60.37	\$ 47.83

**2025 Scale**

Step	CT Tech	Echo Tech	LPN	Mammo Tech	MRI Tech	Nuclear Med Tech	OB/GI Tech	Pharmacy Tech	Rad Tech	Rehab Aid	Respiratory Therapist	Surgical Tech	Ultrasound Tech	Radiology - Rad/CT Techno
0	\$ 34.30	\$ 41.03	\$ 24.28	\$ 34.30	\$ 38.88	\$ 38.88	\$ 18.08	\$ 21.37	\$ 29.09	\$ 18.49	\$ 30.68	\$ 25.39	\$ 41.03	\$ 32.50
1	\$ 34.99	\$ 41.85	\$ 24.90	\$ 34.99	\$ 39.66	\$ 39.66	\$ 18.44	\$ 21.80	\$ 29.68	\$ 18.86	\$ 31.30	\$ 26.05	\$ 41.85	\$ 33.16
2	\$ 35.69	\$ 42.68	\$ 25.51	\$ 35.69	\$ 40.46	\$ 40.46	\$ 18.81	\$ 22.23	\$ 30.27	\$ 19.23	\$ 31.92	\$ 26.68	\$ 42.68	\$ 33.82
3	\$ 36.40	\$ 43.54	\$ 26.17	\$ 36.40	\$ 41.26	\$ 41.26	\$ 19.19	\$ 22.68	\$ 30.88	\$ 19.62	\$ 32.56	\$ 27.35	\$ 43.54	\$ 34.49
4	\$ 37.13	\$ 44.41	\$ 26.81	\$ 37.13	\$ 42.09	\$ 42.09	\$ 19.57	\$ 23.13	\$ 31.49	\$ 20.01	\$ 33.21	\$ 28.04	\$ 44.41	\$ 35.18
5	\$ 37.87	\$ 45.30	\$ 27.51	\$ 37.87	\$ 42.93	\$ 42.93	\$ 19.96	\$ 23.59	\$ 32.12	\$ 20.41	\$ 33.88	\$ 28.76	\$ 45.30	\$ 35.89
6	\$ 38.63	\$ 46.20	\$ 28.21	\$ 38.63	\$ 43.79	\$ 43.79	\$ 20.36	\$ 24.06	\$ 32.77	\$ 20.82	\$ 34.55	\$ 29.49	\$ 46.20	\$ 36.61
7	\$ 39.40	\$ 47.13	\$ 28.92	\$ 39.40	\$ 44.67	\$ 44.67	\$ 20.77	\$ 24.55	\$ 33.42	\$ 21.24	\$ 35.25	\$ 30.23	\$ 47.13	\$ 37.34
8	\$ 40.19	\$ 48.07	\$ 29.65	\$ 40.19	\$ 45.56	\$ 45.56	\$ 21.18	\$ 25.04	\$ 34.09	\$ 21.66	\$ 35.95	\$ 31.01	\$ 48.07	\$ 38.08
9	\$ 41.00	\$ 49.03	\$ 30.39	\$ 41.00	\$ 46.47	\$ 46.47	\$ 21.61	\$ 25.54	\$ 34.77	\$ 22.09	\$ 36.67	\$ 31.77	\$ 49.03	\$ 38.85
10	\$ 41.82	\$ 50.01	\$ 31.17	\$ 41.82	\$ 47.40	\$ 47.40	\$ 22.04	\$ 26.05	\$ 35.47	\$ 22.54	\$ 37.40	\$ 32.58	\$ 50.01	\$ 39.62
11	\$ 42.65	\$ 51.01	\$ 31.92	\$ 42.65	\$ 48.35	\$ 48.35	\$ 22.48	\$ 26.57	\$ 36.18	\$ 22.99	\$ 38.15	\$ 33.39	\$ 51.01	\$ 40.42
12	\$ 43.51	\$ 52.03	\$ 32.73	\$ 43.51	\$ 49.32	\$ 49.32	\$ 22.93	\$ 27.10	\$ 36.90	\$ 23.45	\$ 38.91	\$ 34.21	\$ 52.03	\$ 41.22
13	\$ 44.38	\$ 53.07	\$ 33.55	\$ 44.38	\$ 50.30	\$ 50.30	\$ 23.39	\$ 27.64	\$ 37.64	\$ 23.92	\$ 39.69	\$ 35.05	\$ 53.07	\$ 42.05
14	\$ 45.26	\$ 54.13	\$ 34.39	\$ 45.26	\$ 51.31	\$ 51.31	\$ 23.86	\$ 28.20	\$ 38.39	\$ 24.39	\$ 40.49	\$ 35.91	\$ 54.13	\$ 42.89
15	\$ 46.17	\$ 55.22	\$ 35.25	\$ 46.17	\$ 52.33	\$ 52.33	\$ 24.33	\$ 28.76	\$ 39.16	\$ 24.88	\$ 41.30	\$ 36.84	\$ 55.22	\$ 43.75
16	\$ 47.09	\$ 56.32	\$ 36.13	\$ 47.09	\$ 53.38	\$ 53.38	\$ 24.82	\$ 29.33	\$ 39.94	\$ 25.38	\$ 42.12	\$ 37.74	\$ 56.32	\$ 44.62
17	\$ 48.03	\$ 57.45	\$ 37.04	\$ 48.03	\$ 54.45	\$ 54.45	\$ 25.32	\$ 29.92	\$ 40.74	\$ 25.89	\$ 42.96	\$ 38.71	\$ 57.45	\$ 45.51
18	\$ 48.99	\$ 58.59	\$ 37.95	\$ 48.99	\$ 55.54	\$ 55.54	\$ 25.82	\$ 30.52	\$ 41.55	\$ 26.40	\$ 43.82	\$ 39.68	\$ 58.59	\$ 46.43
19	\$ 49.97	\$ 59.77	\$ 38.91	\$ 49.97	\$ 56.65	\$ 56.65	\$ 26.34	\$ 31.13	\$ 42.39	\$ 26.93	\$ 44.70	\$ 40.68	\$ 59.77	\$ 47.35
20	\$ 50.97	\$ 60.96	\$ 39.88	\$ 50.97	\$ 57.78	\$ 57.78	\$ 26.86	\$ 31.75	\$ 43.23	\$ 27.47	\$ 45.59	\$ 41.69	\$ 60.96	\$ 48.30
21	\$ 51.99	\$ 62.18	\$ 40.87	\$ 51.99	\$ 58.94	\$ 58.94	\$ 27.40	\$ 32.39	\$ 44.10	\$ 28.02	\$ 46.51	\$ 42.72	\$ 62.18	\$ 49.27



**ADDENDUM B**  
**SIXTEEN (16) HOUR ROTATING WEEKEND SHIFT SCHEDULE**

LOURDES MEDICAL CENTER

In accordance with Section 7.6 of the Agreement between the Medical Center and the Union, employees may, on an individual basis, agree to work a sixteen (16) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The sixteen (16) hour weekend shift schedule shall provide for two (2) sixteen (16) hour weekend work days, each sixteen (16) hour shift consisting of seventeen (17) hours to include two (2) separate thirty (30) minute unpaid meal periods. By mutual agreement, the employee may waive the unpaid meal period and work the sixteen (16) hour shift without interruption. Rest periods shall be permitted in accordance with state law, with fifteen (15) minutes in each four (4) hours of work. Shift start times shall be determined by the Employer.

2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period, as defined by the Employer. Employees working this sixteen (16) hour weekend 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 hour after the end of the sixteen (16) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. If an employee works more than one (1) hour beyond the end of the sixteen (16) hour shift, all overtime hours after seventeen (17) consecutive hours of work for that shift shall be paid at double time (2x).

3. Rest Between Shifts. Section 7.11 of the Employment Agreement shall not apply to this weekend work schedule.

4. Shift Differential. Evening shift differential will be paid for all hours worked after the first eight (8) hours worked.

# 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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