

Agreement by and between  
**UFCW 3000**  
and  
**MID-VALLEY HOSPITAL**

**Hospital and Clinic**

Effective: 05-12-2022 – 04-30-2025

**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: 206-436-6570**

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## PREAMBLE

This Agreement is made and entered into by and between Okanogan County Public Hospital District No. 3, d/b/a Mid-Valley Hospital, hereinafter referred to as the "Employer," and United Food & Commercial Workers Union 3000, United Food & Commercial Workers International Union, AFL-CIO & CLC, hereinafter referred to as the "Union." The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1.

## ARTICLE 1 – RECOGNITION

- 1.1 **Professional and Technical Bargaining Unit:** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the unit found appropriate by the Public Employment Relations Commission in Case No. 2527-E-80-461; including all employees employed by the Employer in the following classifications: All full-time and regular part-time professional and technical employees; excluding supervisors, registered nurses, temporary employees, and all other employees.
  
- 1.2 **Business Office and Medical Records Bargaining Unit:** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the unit found appropriate by the Public Employment Relations Commission in Case No. 2527-E-80-460; including all employees employed by the Employer in the following classifications: All full-time and regular part-time business office and medical record employees; excluding supervisors, the auditor, registered nurses, temporary employees, and all other employees.
  
- 1.3 **Service and Maintenance Bargaining Unit:** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the unit found appropriate by the Public Employment Relations Commission in Case No. 2527-E-80-462; including all employees employed by the Employer in the following classifications: All full-time and regular part-time service and maintenance employees; excluding registered nurses, professional and technical employees,

business office employees, auditor, temporary employees, supervisors and all other employees.

- 1.4 **Master Lists**: The Employer shall supply to the Union on a quarterly basis a list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, phone number, department, job classification, date of hire, social security number, wage rate, work location (if applicable), company employee ID number, FTE status, and gross income for the previous month. Each month the Employer will also include an electronic list of new hires and terminations during previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination.
- 1.5 **Status Reports**: Each month the Employer shall also send electronically a list of those persons covered by the agreement and include the social security number, address, phone number, date of hire, and date of termination from the bargaining unit. The list will also include the job classification, wage rate and FTE status changes of employees covered by this agreement.

## **ARTICLE 2 - RECOGNITION OF RIGHTS - FUNCTIONS OF MANAGEMENT**

- 2.1 The Union and employees agree that the Employer has core management rights. The Employer has the right to decide and implement its decisions regarding such management rights without negotiating about the decisions and the effects of those decisions.
- 2.2 Employer core management rights are inclusive of, but not limited to, the following:
- The right to establish and modify reasonable work rules and procedures.
  - The right to schedule any and all work and overtime work, and the methods and process by which said work is to be performed in a manner most advantageous to the Employer and consistent with the Employer's assessment of the public interest and patients' needs.
  - The right to hire and lay off employees as deemed necessary by the Employer.



- The right to discipline an employee for just cause.
- The right to make any and all determinations as to size and composition of the work force.
- The right to direct employees to carry out duties connected with operations not enumerated in job descriptions.
- The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency.
- The right to modify any and all operations and work requirements in order to more effectively and efficiently carry out patient care and services on a cost effective basis.
- The right to introduce new, improved and/or automatic methods and/or equipment to improve efficiency and reduce costs.
- The right to close or liquidate, combine, relocate, and/or reorganize divisions, offices, branches, operations, and/or facilities.
- The right to determine the budget.

2.3 The Union may request to negotiate only about the effects of the Employer's decision(s) if the subject matter of those effects is not already addressed in the contract. To activate its right to bargain about certain effects, the Union must provide notification of its desire to bargain about the effects within ten (10) calendar days of the Employer's written notification of its decision except if the Employer determines there is an emergency. If there is an emergency then notification of effects bargaining must be provided immediately and must be concluded within the timeframe identified by the Employer. However, such effects bargaining shall not impede, alter, and/or delay the Employer's right to implement its decision(s). Examples of effects already addressed and about which no negotiations shall take place are inclusive of but not limited to low census, lay-offs, hours of work, discipline, etc.

### **ARTICLE 3 - UNION MEMBERSHIP/PAYROLL DEDUCTION**

3.1 **Union Membership:** All employees covered by this Agreement may elect, but shall not be required, to become members of the Union and pay periodic dues or other assessments uniformly required as a condition of Union membership. The determination to join the Union or to resign from Union membership may be made by Employees by giving notice of such determination in writing to the Union and the Employer. Union membership applications and payroll deduction forms will be distributed to each new employee during orientation. The Employer will notify employees of their membership rights and responsibilities upon acceptance of the job offer. The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer as a result of the provisions of this Section.

3.2 **Dues Deduction:** During the term of this Agreement, the Employer shall deduct Union dues and initiation fees from the pay of each bargaining unit member who under Section 3.1 has elected to become and remain a Union member and who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms, unless an employee requests that the Employer stop deducting dues, in which case the Employer will notify the Union and will honor the employee's request except as otherwise specified in this Section 3.2. If the Union notifies the Employer that the employee has agreed in an authorization form signed after June 27, 2018 to authorize the deduction of dues for a fixed period of time, not to exceed one year or the expiration of this Agreement (whichever occurs first), and if the Union provides a copy of the authorization form upon the Employer's request, the Employer will then continue deducting dues from that employee's pay for the remainder of that fixed period of time, at which point the Employer will then automatically stop deducting dues. The Employer shall not be required to honor any agreement by an employee to the automatic extension or renewal of an authorization to deduct dues for a fixed period of time after the employee has requested that the Employer stop deducting dues.

Deductions will be promptly transmitted to the Union by check payable to its order on a monthly basis. The employer shall electronically send a monthly dues report that includes the name, social security number, and the amount deducted per pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union

and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any dues deduction made from the wages of such employee.

Shortly after the hiring, transferring or re-hiring of an employee covered by this Agreement, the Employer will provide the Union with an opportunity to meet and confer with the affected employee.

3.3 **Contract and Job Descriptions:** The Employer will give each newly hired employee a copy of this Agreement and the employee's job description. Each employee shall sign his or her individual job description to acknowledge receipt thereof. The Union will provide copies of this Agreement to the Employer for distribution to newly hired employees. Additional copies of this Agreement provided by the Union shall be available in the Department of Human Resources.

3.4 **Voluntary Political Action Fund:** During the term of this Agreement, Employer shall deduct a sum specified from the pay of each member of Union who voluntarily executes a political action contribution wage assignment authorization form, provided that six (6) or more employees execute a wage assignment for political action contributions. When filed with Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using the payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance of and transmission of a check to Union, Employer's responsibility ceases with respect to such deductions. Union and the employee authorizing assignment of wages for payment of voluntary political action contributions hereby undertakes to indemnify and hold Employer harmless from all claims, demands, lawsuits or other forms of liability that may arise against Employer for or on account of any deduction made from the wage of such employee.

The parties recognize that Union is obligated under the Federal Election Campaign Act (FECA) to reimburse Employer for its reasonable costs of administering the Political Action Fund deduction. Union shall pay Employer's reasonable set up costs for administering the deduction. Thereafter Employer and Union agree that

one quarter of one percent (.25%) of all amounts collected for this fund is a reasonable amount to cover the costs of Employer administering this deduction.

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

- 4.1 **Probationary Employee:** Any employee who has been hired by the Employer and who has been continually employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of regular employment, the employee shall be considered to have completed the probationary period unless advised by the Employer of an extended probationary period up to an additional ninety (90) days, the conditions of which shall be specified in writing and be agreed to by the employee and her/his immediate supervisor. An employee who is on extended probation has the right to use accrued benefits during this extension. The Union shall be notified in writing of any such extension. During the probationary period, an employee may be terminated without just cause and without any recourse to the grievance procedures and the provisions of the collective bargaining agreement. Probationary employees shall accrue but shall not be eligible to receive any benefits during this probationary period, except as otherwise provided for herein.
- 4.2 **Full-Time Employee:** An employee who has completed the probationary period and who works on a regularly scheduled and continuing basis for not less than thirty-six (36) hours per week or seventy-two (72) hours per pay period.
- 4.3 **Part-Time Employee:** An employee who has completed the probationary period and who is regularly scheduled to work on a continuing basis less than thirty-six (36) hours per week or seventy-two (72) hours per pay period. Except as otherwise specified herein, benefits shall be prorated for part-time employees pursuant to Hospital practice.
- 4.4 **Per Diem Employee:** A per diem employee is a temporary employee who works on an unscheduled basis or is hired to work during a period when additional work of any nature requires a temporarily augmented work force, or in the event of an emergency or employee absenteeism. If a per diem employee is scheduled .5 FTE or more (for other than employee absenteeism) for six (6) months or more, Employer shall review departmental needs and if necessary post a position or additional hours. A regular employee who changes to per diem status only retains previously accrued seniority for a period of twelve (12) months. An employee

does not accrue seniority while on per diem status. If a per diem employee returns to regular status within twelve (12) months, previously accrued seniority is recognized. An employee's previous wage step on the wage scale and step on the annual leave accrual rate scale shall be reinstated for wage and benefit eligibility purposes subject to plan requirements, when a per diem employee returns to regular status without a break in employment. Per diem employees are excluded from the bargaining units set forth in Article 1 and are not covered by this contract.

4.5 **Seniority and Benefit Accrual:** For purposes of this Agreement and the method of computing benefits and conditions of employment provided herein, a "month" shall be defined as 173.3 hours of pay, and a "year" shall be defined as 2080 hours of pay, not to exceed a maximum of 2080 hours in any twelve (12) month period.

4.5.1 "Hours of pay" shall be defined as hours worked, sick leave, annual leave, paid leave of absence, callback and overtime hours worked. The above shall be paid at the current contract rate of pay.

4.5.2 "Contract rate of pay" is the applicable rate of pay under the wage schedule. If applicable under Article 8, shift differential and weekend premium are included in the contract rate of pay for hours worked and for overtime calculations. Shift differential and weekend premium are not included in the contract rate of pay for hours paid for, but not worked; call back pay; or to calculate coordinator pay.

4.5.3 Paid leave (excluding standby pay) and low census time off shall be regarded as time worked for purposes of seniority, wage steps and the accrual of benefits.

4.6 **Program Trainer:** A Program Trainer is an experienced technical employee proficient in clinical teaching and communication skills who has completed the appropriate In-Service program, all as determined by the Employer. A Program Trainer is an employee who is specifically assigned by the Employer for a defined period of time and/or number of hours the responsibility for planning, organizing and evaluating the training of newly hired technologist(s), other technical hires, or CNAs who have less than one (1) year of experience and/or who require specialized training, and students being trained by qualified staff, all as determined by the Employer. The Employer's determinations regarding qualification for an assignment as Program Trainer shall be final and binding on

the Union and affected employees. The Employer will attempt to find qualified volunteers first, and if there are not qualified volunteers, then the Employer shall have the right to appoint an employee to serve as Program Trainer.

- 4.7 **Regular rate of Pay:** Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay includes the base wage rate (Sections 8.1 & 8.2); Shift Differential when applicable (Section 8.4); weekend premium pay when applicable (Section 8.7) program trainer pay if the employee is specifically assigned and actually working as a program trainer (Section 8.10); coordinator pay if the employer is regularly designated as a coordinator (Section 8.11) provided however that weekend premium, preceptor pay and coordinator pay (except for employees designated as coordinator for their entire FTE) is not included in the regular rate of pay for hours paid for but not worked and training hours.

## **ARTICLE 5 - EMPLOYMENT PRACTICES**

- 5.1 **Equal Opportunity:** The Employer and the Union agree that conditions of employment shall be consistent with applicable State and Federal laws regarding nondiscrimination.
- 5.2 **Notice of Termination:** Regular employees shall be entitled to two (2) weeks' notice of termination or the equivalent of two (2) weeks' pay in lieu thereof plus any accrued vacation time, except in cases of discharge for just cause.
- 5.3 **Notice of Resignation:** Regular employees shall be required to give at least two (2) weeks written notice of resignation. Failure to give notice shall result in loss of termination benefits including accrued benefits.
- 5.4 **Discipline and Discharge:** Employee(s) shall be disciplined or discharged for just cause except when Section 4.1 is applicable. It is the intent of the Employer to use progressive discipline except when misconduct and/or work performance deficiencies are serious. Progressive discipline would normally be:
- 1) Verbal counseling;
  - 2) Written reprimand;
  - 3) Suspension without pay;
  - 4) Termination.

The level of discipline shall be determined by the Employer and will be based on the circumstances and severity of the employee's misconduct or work performance deficiencies.

A copy of all written disciplinary actions shall be given to the employee. Employees shall be requested to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline may not be applied when the nature of the offense is serious as determined by the Employer and supports more severe disciplinary action including suspension without pay or discharge.

Any employee may request the presence of a Union representative during any fact-finding meeting with management which the employee has been told or believes may lead to discipline and/or discharge of the employee, provided such Union representative's attendance will not cause an unreasonable delay. This provision shall not apply to non-disciplinary counseling of an employee by supervision, nor to meetings held for the sole purpose of communicating to the employee what disciplinary action is being taken by the Employer against the employee.

The Employer will notify the Union in writing, following notice of disciplinary discharge of any employee in the bargaining unit.

5.4.1 The Employer has the right to suspend without pay or discharge an employee for just cause, which the Employer believes to be of a serious nature. Prior to the implementation of a suspension without pay or discharge, the Employer shall provide the employee with a description of the facts known at the time, causes and circumstances involved with the alleged infraction and/or misconduct. The reference to the description of the facts known at the time, causes, and circumstances does not prevent the Employer from relying on facts, causes, and circumstances involving the alleged infraction(s) and/or misconduct(s) which would be after acquired evidence up to Step 4 of the grievance procedure. The employee's explanation shall occur at a pre-disciplinary action meeting to be established by the Employer. The Employer will notify the employee of the date and time of the meeting. The employee has a right to Union representation at any pre-disciplinary action meeting and it is the employee's responsibility to make arrangements for the presence of the

Union representative. The employee will be provided an opportunity to present their perspective of the circumstances prior to the Employer determining whether or not discharge is appropriate. Thereafter, the Employer will make a determination as to whether or not discharge is appropriate.

5.4.2 The Employer will provide copies of disciplinary action inclusive of written reprimands and suspension without pay to the Union representative. Notations of oral reprimands in the employee's personnel file shall be permitted and the employee will be informed of said notations. The notation will generally provide for the date, time, and a brief description of the oral reprimand. All management personnel may initiate disciplinary action subject to the provisions of this Agreement subject to prior review with the Administrator.

5.4.3 **Disciplinary Notices:** Verbal counseling/warnings shall be removed after twelve (12) months, provided there are no further disciplinary actions which have occurred within the twelve (12) month period for any reason. Written warnings shall be removed after twenty-four (24) months from the date of issuance, provided there are no further disciplinary actions which have occurred within the twenty-four (24) month period for any reason. Suspensions without pay and higher levels of discipline shall remain in the employee's personnel file permanently.

5.5 **Performance Evaluations:** Employees shall receive a written performance evaluation at the end of their probationary period and annually thereafter. Employer shall use criteria-based job descriptions to evaluate employees. Employer shall retain a signed copy of the evaluation for each employee. Employees will be given the opportunity to provide a written response to the evaluation as part of the evaluation process.

5.6 **Hospital Personnel Policies:** All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to personnel policies published by the Hospital having general applicability to all employees of the Hospital and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for employees covered by this Agreement.



- 5.7 **Personnel Files:** Personnel records will be maintained for each employee. Information contained in the personnel record will include: employment application and supporting materials, performance review(s), records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment with the Human Resource Director, an employee may inspect their personnel record within the Human Resource Department. Personnel records will not be allowed to leave the Human Resource Department. Documentation regarding conditions at date of hire, (rate of pay, unit, shift, hours of work), reason for termination, changes in status, pay or shift, and leaves of absence shall be in writing with a copy given to the employee upon request. The Employer will provide copies of files requested by the Union at the cost to the union of \$0.25 per page for more than 20 pages and no charge to the Union for less than 20 pages; provided the Union's request is reasonable in scope and does not violate right to privacy laws and regulations. Subject to the reasonable scope and privacy conditions above, the Union may utilize its own printer and/or other copying device on the Employer's premises and the Union will not be charged for copies provided the Union supplies all supplies/expenses and the Union will also be fiscally responsible for the wages paid to an Employer monitor during the copying process such as the Personnel Director.
- 5.8 **Pay Days:** Employees shall be paid at an hourly rate of pay. Pay days shall be every other Friday. The Employer will post pay dates for the calendar year each January.
- 5.9 **Low Census:** During a temporary period of low census (to be distinguished from a permanent or prolonged reduction in personnel), the Employer will seek out volunteers to take time off before determining and implementing the reduced staffing schedule required. Subject to patient care and other practical considerations, the Employer will attempt to rotate low census days equitably among employees on the same shift and nursing unit. Employees scheduled to work but released from work due to low census shall continue to receive medical and dental insurance coverage. Low census days shall not be deducted from the employee's anniversary date for purposes of accrual of benefits and seniority. Upon request, an employee may use accrued annual leave when called off due to low census to replace the lost time.

- 5.10 **Labor-Management Committee:** A Labor-Management Committee shall be established and will meet as needed. Either party may request a meeting of the committee upon thirty (30) days' notice to the other party. The purpose of the committee is to foster improved communication and to discuss other matters of mutual concern. The committee shall consist of representatives of management and up to five (5) employees selected by the Union and Union Representative if available. Members of the committee shall be designated no later than January 1 of each year. All members of the Committee shall be employees of Mid Valley Hospital and Clinic. Committee participation will be considered as time worked and paid at the contract rate of pay. Pay for committee meetings is capped at one hour per meeting for up to three (3) employees and a maximum of four meetings per year. Should Employer request more than four meetings in a year, Employer shall pay up to three (3) employees for their time to participate in any additional meetings Employer calls.

## **ARTICLE 6 - SENIORITY**

- 6.1 **Seniority Defined:** Seniority means an employee's continuous length of service within a classification (*e.g.*, med tech ASCP, imaging tech, etc., under the professional/technical unit; plant, ward clerk, etc., under the service/maintenance unit; RHIT, med. transcript, etc., under the business office and medical records unit -- see Article 1 and Appendix A) within a unit (*e.g.*, the professional/technical unit, the service/maintenance unit, and the business office and medical records unit) within a department. Length of service is based upon hours of pay from the most recent date of hire as a regular employee within a classification within a unit. Seniority does not apply until the employee has completed 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.
- 6.2 **Lay-offs:** The Employer, in its sole discretion, has the right to determine the necessity of lay-offs inclusive of, but not limited to, lack of work, lack of funds, reorganization and/or a combination thereof determined by the Employer. It is the Employer's sole discretion to determine which unit(s), classification(s) and department(s) will be affected by the lay-off. If the Employer decides a lay-off is necessary, the Union and affected employees will be provided fourteen (14) days prior notice of the effective date of the lay-off except if there is an emergency. If

there is an emergency, the Employer will provide as much notice as possible under the circumstances.

Layoffs shall be determined by seniority within a classification within a unit within a department. Where skill, ability, performance, disciplinary record, and quality of work are comparable, as determined by the Employer, based on measurable, objective criteria, seniority within a classification within a unit within a department shall prevail. In the event two (2) or more employees have the same dates of employment, hours worked within a classification within a unit within a department shall be the determining factor in order of lay-off provided skill, ability, performance, disciplinary record, and quality of work, are equal as determined by Employer.

6.2.1 **Bumping**: Depending on the classification, the unit and the department, an employee who is slated for layoff status may have the opportunity to bump subject to the determinations of the Employer. Although some bumping opportunities might be available, an employee shall not have the opportunity to bump outside their unit (professional and technical unit: business office and medical records unit; and service and maintenance unit -- see Appendix A). As an example, an LPN does not have rights to bump a housekeeper; a housekeeper does not have rights to bump a transcriptionist, etc. In addition, an employee may not have the opportunity to bump outside their classification depending on the skill, ability, performance, technical and experience requirements as determined by the Employer. Classification examples, as identified in Appendix A, are med tech ASCP, imaging tech, etc., under the professional/technical unit; plant, ward clerk, etc., under the service/maintenance unit; RHIT, med. transcript, etc., under the business office and medical records unit. When the Employer determines that a layoff is necessary, written notice will be provided to the Union. The Employer will identify those departments, units and classifications which will have layoffs. The Union will have an opportunity to meet with the Employer to review bumping opportunities within the time frame established by the Employer.

6.2.2 **Recall**: Employees on layoff shall be placed on a reinstatement roster for a period of twelve (12) months.

6.3 **Termination:** Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, twelve (12) consecutive months of layoff, or failure to comply with recall procedures specified by the Employer. When seniority terminates, the employee shall, if ever re-employed, be regarded as a new employee.

6.4 **Job Openings:** Notice of regular job openings within the bargaining units (hospital and clinic) shall be posted according to the following procedure:

Job openings shall be posted for five (5) consecutive days. The Employer has the right to concurrently post and advertise for outside applicants. In the event at least two (2) weeks advance written notice of intent to resign is not received from the departing employee by the Employer, the posting period is hereby waived and no longer applicable in regards to filling that position.

Each job opening shall state job qualifications. Specific duties to be performed will be available for review in the Human Resources Department.

Current employees will be considered for open positions along with outside applicants. Skills, abilities, performance, experience, disciplinary record, educational requirements, and/or certifications of all applicants and eligible employees will be considered by the Employer. The Employer has the right to hire the best qualified applicant or employee for the job as determined by the Employer. To be considered for a regular job opening, applicant(s) and/or current employee(s) must submit a written application for each posted position through the electronic job application system required by the Employer. This provision is not applicable to temporary and per diem positions. The Employer has the right to make temporary appointments as it deems necessary to meet the needs of the hospital.

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

7.1 **Workday:**

7.1.1 The normal eight (8) hour workday shall consist of eight (8) hours of work to be completed within eight-and-one-half (8½) consecutive hours.

- 7.1.2 The normal ten (10) hour workday shall consist of ten (10) hours of work to be completed within ten-and-one-half (10½) consecutive hours.
- 7.1.3 The normal twelve (12) hour workday shall consist of twelve (12) hours of work to be completed within twelve-and-one-half (12½) consecutive hours.
- 7.2 **Work Period:** The normal work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.
- 7.3 **Other Work Schedules:** The Employer has the right to implement and change shifts in accordance with the provision of Section 7.1 above. This right to implement and change shifts pertains to shifts of eight (8), ten (10), and twelve (12) hours and/or a combination thereof.
- 7.3.1 If the Employer intends to change any employee(s) shift(s) to a shift other than an eight (8), ten (10), or twelve (12) hour shift, then this will be considered an innovative shift and will require the Employer to provide the Union with written notification. Upon request of the Union, parties must meet to negotiate terms and conditions of such a new schedule.
- 7.3.2 If the Employer changes shifts within an entire department, then the employees will have the opportunity to bid on the new shifts by seniority within the department, subject to the necessary skills, competency, abilities, training and experience being available on applicable shifts as determined by the Employer.
- 7.3.3 The Employer must provide a thirty (30) day written notice to affected employee(s) of a change in an employee(s) shift(s), except in emergencies where the Employer shall provide as much notice as circumstances permit. A listing of FTE's for each shift and qualification requirements shall be posted in each department(s) for at least seven (7) days. By the end of the posting period, each employee shall have submitted to the Employer a written list that identifies and ranks an employee's preferences for all available positions (first to last). Based on these preference lists, the Employer will assign employees to positions based on seniority provided skill, competence, ability and experience are considered equal in the opinion of the Employer.

7.4 **Overtime:** For eight (8) hour shifts, overtime shall be compensated for at the rate of one-and-one-half (1½) times the contract rate of pay for time worked beyond the employee's workday or work period (over eighty (80) in a fourteen (14) day work period. If an employee works more than four (4) consecutive hours beyond the scheduled full-time work shift, all additional hours following the first four (4) hours of overtime shall be paid at the rate of double time (2x) the employee's contract rate of pay.

For ten (10) hour shifts, overtime shall be compensated at the rate of one and one-half (1½) times the contract rate of pay for time worked beyond the normal ten (10) hour work day or beyond the normal work period (forty (40) hours within a seven (7) day period. Ten (10) hour shift employees who work over fourteen (14) hours shall receive double (2x) the employee's contract rate of pay beginning with the 15<sup>th</sup> hour.

For twelve (12) hour shifts, overtime shall be compensated at the rate of one and one-half (1½) times the contract rate of pay for time worked beyond the normal twelve (12) hour work day or beyond the normal work period (forty (40) hours within a seven (7) day period. Twelve (12) hour shift employees who work over sixteen (16) hours shall receive double (2x) the employee's contract rate of pay beginning with the 17<sup>th</sup> hour.

All overtime must be approved in advance by the Department Supervisor. Overtime will be computed and paid for to the nearest fifteen (15) minutes. Where possible, overtime shall be scheduled on a rotating basis.

7.5 **No Pyramiding:** There shall be no duplicating or pyramiding of overtime or other compensation paid at the rate of time-and-one-half (1½) or double time (2x) for the same hours worked. When an employee is eligible for both time and-one-half (1½) and/or double time (2x) and/or premium pays, the employee shall not be entitled to both types of compensation, but shall be eligible to receive only the higher of the rates of pay or applicable premiums.

7.6 **Meal/Rest Periods:** Employees shall receive a meal period without pay of one-half (½) hour if relieved of all duties during the meal period. The meal period shall occur as near the middle of the shift as is practical. When an employee is required to work three (3) hours or more of a second continuous shift in one (1) day, a meal

break not to exceed one-half (½) hour shall be granted without pay if relieved. Employees shall receive a rest period of fifteen (15) minutes during each four (4) hour period of work. The application of this Section shall be consistent with state law, taking into consideration the primary concern of adequate departmental coverage. Effective July 1, 2021, the rest periods available to Certified Nursing Assistants, Licensed Practical Nurses, Radiology Technologists, Respiratory Therapists, Surgical Technologists, will generally incorporate a period of ten (10) uninterrupted minutes when and to the extent required by state law, provided that such an uninterrupted period is and remains a requirement of state law.

7.7 **Weekends Off:** The Employer will make a good faith effort to schedule all full-time and part-time employees to every other weekend off. In the event a full-time or part-time employee(s) is required to work on that employee's scheduled weekend off, all time worked on that weekend off shall be paid for at the rate of one-and-one-half (1½) times the contract rate of pay. This Section shall not apply to employees who request more frequent weekend duty. Employees who wish to trade weekends with the approval of supervision shall not be entitled to the time-and-one-half (1½) provision. Weekends shall be defined as Saturday and/or Sunday for day and evening shift employees and Friday and/or Saturday for night shift employees. Standby (and callback) on scheduled weekends off shall be paid pursuant to Sections 8.5 and 8.6 and shall not be regarded as a weekend worked for purposes of this Section 7.7.

7.8 **Time Off Between Shifts:** Each employee shall normally have an unbroken rest period between shifts as indicated below, unless emergency conditions require such employee to work longer periods to meet patient care requirements and/or if waived in accordance with Section 7.8.4 below.

7.8.1 **Eight (8) Hour Shift Rest Between Shifts:** Each employee assigned to work an eight (8) hour shift will normally receive an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such employee to work longer periods to meet care requirements. Employees who work without ten (10) hours off between regularly scheduled eight (8) hour shifts will be entitled to be paid at time-and-one-half (1½) for the hours worked within the ten (10) hour period. This provision shall not apply to employees assigned to stand-by and callback.

- 7.8.2 **Ten (10) Hour Shift Rest Between Shifts:** Each employee assigned to work a ten (10) hour shift will normally receive an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such employee to work longer periods to meet care requirements. Employees who work without ten (10) hours off between regularly scheduled ten (10) hour shifts will be entitled to be paid at time-and-one-half (1½) for the hours worked within the ten (10) hour period. This provision shall not apply to employees assigned to stand-by and callback.
- 7.8.3 **Twelve (12) Hour Shift Rest Between Shifts:** Each employee assigned to work a twelve (12) hour shift will normally receive an unbroken rest period of at least nine-and-one-half (9½) hours between shifts, unless emergency conditions require such employee to work longer periods to meet care requirements. Employees who work without nine-and-one-half (9½) hours off between regularly scheduled twelve (12) hour shifts will be entitled to be paid at time-and-one-half (1½) for the hours worked within the nine-and-one-half (9½) hour period. This provision shall not apply to employees assigned to stand-by and callback.
- 7.8.4 **Waiver by Mutual Consent:** In regards to the provisions contained in Sections 7.8.1 through Section 7.8.3 above, the amount of rest between shifts may be waived by mutual agreement between the employee and the Employer.
- 7.9 **Monthly Work Schedules:** Subject to the provisions of Sections 7.1 and 7.3 above, monthly work schedules will be posted by the twentieth (20<sup>th</sup>) day of the preceding month. In an emergency and/or unforeseeable conditions where patient care services needs are not being met, the Employer has the right to change individual hours of work. Where possible, the Employer will notify the employee of such change at least forty-eight (48) hours in advance of the change in schedule. In other situations, individual hours of work may change if such change is agreeable to both parties; provided, however, this provision does not alter the Employer's rights under the provisions of Section 7.1 above. If the Employer seeks to change shift hours per Section 7.1, then the Employer will notify the affected employee(s) of the changes and will provide the employee(s) and Union an opportunity to provide input to address concerns about such changes to the extent that they might affect employee(s) individual health or other considerations; provided, however,



this opportunity for Union and employee input shall not be construed as an obligation on the part of the Employer to have to bargain about the changes.

- 7.10 **Report Pay:** Any employee who is scheduled to work and comes to work without receiving prior notice not to report to work (*i.e.*, low census), shall receive four (4) hours of work at the contract rate of pay. Should the Employer make a bona fide attempt to notify the employee of a cancellation of shift but be unsuccessful in doing so, this provision shall not apply. It shall be the responsibility of the employee to maintain a current address and telephone number listing with the Human Resources Department. Failure to do so shall excuse the Employer from the notification requirements provided herein.
- 7.11 **Change in FTE Status:** If Employer determines a reduction in FTE is necessary, the least senior employee(s) on the shift in the affected classification in the affected department will receive the FTE reduction. The Employer will first seek volunteers from the affected classification in the department and shift to accomplish these changes. Any employee subject to an involuntary reduction in their FTE will be given preference up to their prior position (FTE) if the Employer seeks to expand the hours of an existing FTE on the employee's classification and department and shift.
- 7.12 **Number of Positions and Schedules:** The Employer has the exclusive right to determine and change, from time-to-time, the number of forty (40) hour, thirty-six (36) hour, thirty-two (32) hour, thirty (30) hour, twenty-eight (28) hour, twenty-four (24) hour, twenty (20) hour, sixteen (16) hour, and twelve (12) hour per week positions, as well as the right to schedule these positions in accordance with the provisions of Section 7.1 above.

## **ARTICLE 8 - COMPENSATION**

- 8.1 **Wage Schedule:** Appendix "A" attached hereto and made a part of this Agreement contains the classifications and rates of pay for the employees covered by this Agreement. Employees who have quit, been terminated, retired etc., prior to the signing of this contract by the last signing party shall not receive any wage and benefit changes. In recognition of past experience, the Employer retains the right to place a newly hired employee, or an employee transferring from one classification to another classification, at any place in the Wage Schedule within the guidelines of Section 8.8. Hours accrued toward the next wage step in one

classification will be counted for the next increment in the new classification. Nothing in this Agreement shall prohibit the Employer, at its sole discretion, from paying wages for any Appendix A job classification in excess of the wage schedule provided for in Appendix A, with notice to the Union.

8.2 **Compensation**: Appendix "A" shall be modified effective the first full pay period following ratification of this agreement in the following manner:

- a. The wages for all classifications on Appendix A whose base step wage rate is less than \$16.00 per hour at the time of ratification of this agreement (Clin. Lab. Asst. (CLA), CNA, Cook, Ward Clerk, Central Service, Pharmacy Technician B, Registrar, Physical Therapy Aide, Housekeeping, Dietary, Credentialing Secretary, Med. Transcript, Patient Account Rep. I, Patient Account Rep. II, Purchasing Clerk, Clerk, Lab/X-Ray Aide) shall be modified as indicated in Appendix A.
- b. The Radiology Tech I and Radiology Tech II classifications will be discontinued and the following classifications will be added to Appendix A: Radiology Tech; CT Tech; MRI Tech; Mammography Tech; and Nuclear Medicine Tech. Wages for these positions shall be as indicated in Appendix A.
- c. The Ultrasound Tech classification will be discontinued and the following classifications will be added to Appendix A: Ultrasound Diagnostic Tech; US Echocardiograph Tech; and US Vascular Tech. Wages for these positions shall be as indicated in Appendix A.
- d. All other job classifications that are not addressed in sub-paragraphs a.-c., above, will be modified to reflect a four percent (4.0%) increase in wages for all classifications.

8.2.1 Appendix A shall be modified effective May 1, 2023 to reflect a four percent (4.0%) general increase for all classifications.

8.2.2 Appendix A shall be modified effective May 1, 2024 to reflect a four percent (4.0%) general increase for all classifications.

- 8.2.3 All changes in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date designated. All calculations, initial step placements, and progression are determined by Employer and are not subject to the grievance procedure.
- 8.2.4 **Minimum Wage:** Effective the first full pay period after January 1, 2020, and continuing for the duration of this agreement, if any Appendix A wage scale has a Base Step wage rate that is lower than the Washington State Minimum Wage, that Appendix A wage scale will be adjusted as follows: (1) The Base Step wage rate will be replaced with a rate that is equivalent to the Washington State minimum wage; (2) Subsequent steps will be replaced with a rate that is equivalent to one-half of one percent (0.5%) higher than the previous replacement step; (3) This replacement will stop when the Appendix A wage scale steps that would have applied without application of this Section are higher than a replacement rate.
- 8.3 **Advancement on the Wage Scale:** Advancement from one wage step to the next on the wage scale is based upon time worked at that step rather than the time employed by Employer. Time required to advance from one step to the next on the wage scale is twelve (12) months or one thousand six hundred sixty four (1,664) hours of work, whichever comes last. All hours worked toward the next wage step, whether worked in a different classification or beyond an employee's scheduled FTE, apply towards the next wage step increase.
- 8.4 **Shift Differential:** Hospital and Clinic employees working evening duty (3 p.m. - 11 p.m. shift) shall receive a shift differential of one dollar and seventy-five cents (\$1.75) per hour over the contract rate of pay. Hospital employees working night duty (11 p.m. - 7 a.m.) shall receive two dollars and fifty cents (\$2.50) per hour over the contract rate of pay. Shift differential shall not be paid for time paid for but not worked. Employees working on an irregular shift or a portion of two shifts (e.g., part day shift and part evening shift) will be paid shift differential for the shift in which the greater amount of hours are worked. If an employee works equal portions in two different shifts, the employee will be paid the shift differential with the greater rate of pay.
- 8.5 **Standby Pay:** Standby pay shall be at the rate of three dollars and fifty cents (\$3.50) per hour.

8.6 **Callback Pay:** If an employee is called back to work while on standby status, the employee shall be paid for all hours worked at the rate of one-and-one-half (1½) times the contract rate of pay, with a minimum guarantee of two (2) hours of work, but not to exceed the amount of pay an employee would receive if the employee worked the actual number of hours of scheduled standby. Call back pay on a holiday shall be in addition to annual leave pay. All paid hours while on call back from standby status shall count toward the employee's accrual of benefits; provided however, no employee may accrue more than two thousand eighty (2080) hours in any calendar year. When any employee who is not on standby for a specific shift is called in with less than four (4) hours' notice, the employee shall receive time-and-one-half (1½) the contract rate of pay, for the hours worked with a minimum guarantee of two (2) hours of work. Shift differential shall not be paid when an employee is working on callback status pursuant to this Section.

8.6.1 No employee shall be refused the right to sign out before the end of the two (2) hour guaranteed call back period upon satisfactory completion of the emergent event, or subsequent emergent event occurring during an employee's call back. If the employee is then called back within twenty (20) minutes of signing out, then the employee will not be paid an additional two (2) hours call back minimum.

8.6.2 **Surgical Tech Weekend Callback:** If a Surgical Tech actually works more than sixteen (16) hours while on callback status between 11:00 p.m. Friday and 11:00 p.m. Sunday, all hours worked in excess of sixteen (16) hours shall be paid at double time (2x).

8.7 **Weekend Premium Pay:** Any employee who works on a weekend shall receive two dollars (\$2.00) per hour for each hour worked on the weekend in addition to the employee's contract rate of pay. For premium pay purposes, the weekend shall be defined as a forty-eight (48) hour period beginning on or after 11:00 p.m. Friday and ending on or before 11:00 p.m. Sunday.

8.8 **Recognition of Experience:**

8.8.1 **Professional and Technical, Business Office and Medical Records, and Service and Maintenance Bargaining Units:** Employees hired in the professional and technical, business office and medical records, and service

and maintenance bargaining units shall be placed at a wage step that reflects at least the following crediting of the employee's continuous recent experience:

a. Employees with continuous recent clinical experience in their profession in an acute care setting shall receive one (1) year credit for one (1) year continuous recent experience subject to (d) below.

b. Employees with continuous recent experience in their profession in a clinic setting or outside an acute care or clinic setting shall receive full or partial experience credit for such continuous recent experience as is determined relevant in the judgement of the Employer.

c. If a newly hired employee is placed at a wage step higher than an existing employee who believes he or she has the same or a greater number of years of continuous recent experience, then the existing employee may request a review of his or her continuous recent experience based on documentation in the employee's personnel file. If the Employer determines that the existing employee has the same or greater experience due to continuous recent experience for which the employee has not received credit, such credit will be applied on a prospective basis.

d. For purposes of subsections a-c above, continuous recent experience is defined as experience in the employee's profession without a break in experience which would reduce the level of skills in the opinion of the Employer. A year of continuous recent experience will consist of at least one thousand six hundred sixty-four (1664) hours per year. Fewer hours will be considered a partial year of continuous recent experience based on proration from one thousand six hundred sixty four (1664) hours per year. No year will be considered more than one year of continuous recent experience no matter how many hours worked. Per diem experience will be considered continuous recent experience in the judgment of the Employer. This credit is only for experience prior to the original date of hire at Mid-Valley Hospital. It is the exclusive prerogative of Employer to determine how much credit recognition for past continuous recent experience an employee shall receive and to determine at which step in the wage scale to place an employee in all circumstances. Employer's

determination is final and binding on all parties and employees. Employer's determinations are not subject to the grievance procedures.

- 8.9 **Part-Time Benefits:** Part-time employees shall only be eligible for limited benefits as they are specifically set forth in each applicable article of this Agreement.
- 8.10 **Program Trainer Pay:** A program trainer will receive an additional one dollar and fifty-cents (\$1.50) per hour for those hours when an employee has been specifically assigned by the Employer to perform program training as defined in Section 4.6. This premium pay is subject to the provisions of Section 4.6. A prerequisite for qualification for this premium pay necessitates that the program trainer satisfactorily complete the program training assignment as determined by the Employer.
- 8.11 **Coordinator Pay:** An employee to whom Employer assigns coordinator responsibilities shall receive an additional seven percent (7%) per hour over the employee's contract rate of pay during the assignment.
- 8.12 **Bilingual Premium:** When an employee is certified to provide medical translation services, such individual shall receive a premium of one dollar (\$1.00) per hour as a premium on their regular rate of pay.

#### **ARTICLE 9 - ANNUAL LEAVE**

- 9.1 **Annual Leave:** Full-time and part-time employees shall accrue annual leave based upon hours of pay in accordance with the following schedule:

##### **Annual Leave Accrual Rate Scale**

<b>Description</b>	<b>Hourly Accrual Rate</b>	<b>Maximum Accrual Per Year</b>
0 to 5 years	0.07692	20 days (160 hours)
5 to 12 years	0.09615	25 days (200 hours)
12 to 15 years	0.10384	27 days (216 hours)
15 years or more	0.11538	30 days (240 hours)

Annual leave begins accruing the first day of employment. During the probationary period, an employee is not eligible to receive compensation from the annual leave account. Upon satisfactory completion of the required probationary period, an employee shall be eligible to take any annual leave which has accrued.

Employees accrue annual leave pursuant to the Annual Leave Accrual Rate Schedule above based on the number of years an employee has worked for Employer based on the most recent date of hire as a full-time or part-time employee. A year for purposes of the Annual Leave Accrual Rate Schedule is the completion of each twelve (12) months or 1664 hours of work, whichever comes last.

- 9.2 **Scheduling:** Employer retains the right to schedule Annual Leave time in accordance with reasonable Hospital policies and procedures. All requests for annual leave will be processed electronically. Employees shall submit requests for Annual Leave by the 6<sup>th</sup> of each month. Management shall approve or deny annual leave by the 20<sup>th</sup> of the same month. Requests for Annual Leave scheduling may be submitted for the upcoming twelve (12) month period. Updated vacation schedules will be posted (in hard copy or online format) on the 20<sup>th</sup> of each month reflecting the current calendar year. In case of conflicting requests by employees for Annual Leave or limitations imposed by Employer, seniority prevails. Annual leave requested during holiday periods is assigned on a rotational basis. Employees may request Annual Leave days provided the employee will have the accrual time for the dates selected.
- 9.3 **Payment for Unused Annual Leave:** Annual leave which has accrued in a prior calendar year but has not been scheduled off during a subsequent calendar year shall be paid to the employee in a lump sum as of December 31 of that year; payment to be made during the month of January. Employees accepting annual leave in the form of direct compensation rather than paid time off shall not be eligible to later schedule time off without pay. An employee shall not be eligible to cash out any annual leave unless the employee has scheduled and taken off at least eighty (80) hours of annual leave during that calendar year. The eighty (80) hours eligibility requirement shall be prorated for part-time employees.
- 9.3.1 **Deferral of Payment for Unused Annual Leave:** Employees qualifying for payment of unused annual leave under Section 9.3 may defer such payment for a period of 6 (six) months. If employee chooses to defer year-end annual leave payout, they may do so by submitting a written request by December 15<sup>th</sup> to Human Resources, with a maximum deferral time of six months ending June 30<sup>th</sup>. Accrued hours identified under Section 9.3 that are not used shall be paid to the employee in a lump sum as of June 30<sup>th</sup>; payment to be made in the month of July.

- 9.4 **Holiday Work:** Employees who work on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at time-and-one-half (1½) the employee's contract rate of pay. Holiday will begin at 0001 to 2400 hours of the actual date of the Holiday. The employee will also receive annual leave pay to the extent accrued for the regular hours worked on the holiday, upon request by the employee. Holiday work shall be rotated among employees by the Employer to the extent possible. Calendar dates to be observed as holidays shall be specified by the Employer at least one (1) month in advance of the holiday.
- 9.5 **Termination:** After completion of the probationary period, an employee who has provided the required fourteen (14) day written notice of resignation shall be paid upon termination of employment for all annual leave earned.
- 9.6 **Annual Leave Pay:** Annual leave will be paid at the regular rate of pay in effect at the time the annual leave pay is received by the employee.

#### **ARTICLE 10 - SICK LEAVE**

- 10.1 **Accumulation:** Full-time and part-time employees shall accumulate sick leave benefits at the rate of .04615 hours per each one (1) hour worked (eight (8) hours for each one hundred seventy three point three (173.3) hours worked). At the end of each calendar year, full-time and part-time employees may carry over up to a maximum of four hundred eighty (480) hours per employee into the next calendar year. Hours not carried over shall be removed from the employee's account.

Any employee who at the end of the last full pay period in December, 2019 has accumulated more than 500 hours of unused sick leave benefits shall retain and be entitled to use that accumulated amount and shall be permitted to carry over unused sick leave benefits up to that grandfathered maximum accumulation amount at the end of each calendar year. However, if at the end of any calendar year any such employee has fewer hours of unused sick leave benefits than the employee's grandfathered maximum accumulation amount (for example due to use or conversion), the employee's grandfathered maximum accumulation amount will be permanently reduced to that lower amount of unused sick leave benefit hours, but will in no case be reduced below the contractual maximum accumulation amount of 480 hours.



- 10.2 **Sick Leave Use and Compensation:** Sick leave benefits may be used, to the extent accrued and unused, beginning on the 90<sup>th</sup> day of employment. Sick leave benefits may be used for the purposes allowed under the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq., and for any purpose required by applicable law. When used, sick leave benefits are paid at the employee's regular rate of pay. Sick leave benefits may be used in coordination with the Short-Term Disability Program of the Sound Health and Wellness Trust, up to one hundred percent (100%) of an employee's normal daily wage.
- 10.3 **Notification:** The Employer may require notice in advance of the employee's use of sick leave benefits as allowed under the Washington State Paid Sick Leave Law, RCW 49.46.200 et seq. For unplanned use of sick leave benefits, the employee should notify the Employer, if possible, at least eight (8) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. Failure to do so may result in loss of paid sick leave for that day. Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave will be grounds for discharge.
- 10.4 **Conversion of Sick Leave to Vacation:** Upon completion of one (1) full year of employment as a full-time or part-time employee, in December of each year an employee may elect to convert sick leave hours to vacation leave hours subject to the formula of three (3) hours of sick leave for each single hour of annual leave, up to a maximum of thirty two (32) hours of annual leave per year, with ninety six (96) hours of sick leave to be deducted from the sick leave accumulation. No employee will be eligible for this conversion benefit unless they have at least four hundred forty (440) hours of sick leave accumulated in any given year that they may seek conversion.

## **ARTICLE 11 - LEAVES OF ABSENCE**

- 11.1 **In General:** A leave of absence is a period of time during which a person temporarily leaves the active employment of the Employer with the intention of resuming employment on a definite stated date, and during which time the employee receives no pay or benefits, unless the employee elects to take annual leave or is using accrued sick leave benefits in the appropriate case. Wage steps, seniority, and benefits accrued at the time of taking a leave of absence shall be

retained by the employee upon return to work. The leave of absence shall commence beginning on the first day of absence from work.

- 11.2 **Requests for Leave:** All leaves of absence are to be requested from the Director of Human Resources in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. The Director of Human Resources or designee will issue a written reply within ten (10) days of the leave request submittal date to grant or deny the leave. If denied, the written reply will state the reason for such denial.
- 11.3 **Health Leave:** After one (1) year of continuous employment, leave without pay shall be granted upon request of an employee for a period of up to six (6) months for health reasons upon the recommendation of a physician without loss of benefits or seniority accrued to the date such leave commences. Health leave runs concurrently with any leave taken under the Family Medical Leave Act (FMLA), Washington Paid Family & Medical Leave, the Short-Term Disability Program of the Sound Health and Wellness Trust, or other available paid or unpaid leave taken for a health-related purpose. Unless required under FMLA or other applicable law, the Employer will make a good faith effort to hold a position open for the actual period of the leave of absence but not to exceed eight (8) weeks or the period of paid leave, whichever is greater. In the event the Employer is required to fill the position due to business necessity during the eight (8) week period, the employee, upon returning from a leave of absence will then be offered the first available opening consistent with the job description held by the employee prior to the leave of absence. The above commitment shall not require the Employer to be placed in an overtime condition in order to properly staff the Hospital. Health leaves begin from the date of first absence from work.
- 11.4 **Maternity Leave:** An employee may take an unpaid leave of absence (or the employee may use available sick leave benefits or annual leave) for the entire period of time she is sick or temporarily disabled because of pregnancy or childbirth, without loss of benefits accrued to the date such leave commences. Except as provided in Section 11.5.1, Maternity leave runs concurrently with any leave taken under the Family Medical Leave Act (FMLA), Washington Paid Family & Medical Leave, the Short-Term Disability Program of the Sound Health and Wellness Trust, or other available paid or unpaid leave taken for a pregnancy- or childbirth-related purpose. If the employee's absence from work for maternity reasons does not exceed the period of physical disability and any parental leave

employee is entitled to, the employee shall return to work to the same position. Thereafter, upon requesting return to work, the employee shall be offered the first available opening for which the employee is qualified. Prior to the employee returning from a leave of absence, the Employer may require a statement from a physician verifying the period of physical disability and attesting to the employee capability to perform the work required of the position.

- 11.5 **Parental Leave:** After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for the care of a new born natural or adopted child or to care for a terminally ill child without loss of benefits accrued to the date such leave commences. Parental leave runs concurrently with any leave taken under the Family Medical Leave Act (FMLA), Washington Paid Family & Medical Leave, the Short-Term Disability Program of the Sound Health and Wellness Trust, or other available paid or unpaid leave taken for a parental purpose. Except in special circumstances, employees must give at least thirty (30) days advance written notice of parental leave. The Employer shall guarantee the employee's position if the employee returns from leave on or before the employee exhausts their FMLA entitlement or the amount of available accrued annual leave or sick leave benefits. If the employee elects not to return to work at that time, the employee when returning from the leave of absence will then be offered the first available opening consistent with the job description held by the Hospital consistent with and subject to the specific conditions and limitations set forth by state law.

11.5.1 **Leave Combined:** An employee may guarantee her position for a period of up to the period of disability plus twelve (12) weeks by combining her maternity and parental leave. The total amount of combined maternity and parental leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

- 11.6 **Family and Medical Leave Act:** The Employer shall provide leaves of absence in compliance with the terms of the Family and Medical Leave Act of 1993.

- 11.7 **Military Leave:** Leave required in order for an employee to maintain status in the military reserve of the United States shall be granted without pay and without loss of benefits accrued to the date such leave commences.

- 11.8 **Jury Duty**: Regular employees who serve on jury duty shall be compensated by the Employer for the difference between their jury duty pay and the contract rate of pay for the days that the employee is scheduled to work. An employee shall be required to give the Employer prompt notice of call for jury duty and must provide satisfactory evidence of jury duty and payment received for jury duty. To be eligible for jury duty pay, an employee who reports for jury duty and is excused must immediately report back to the Employer indicating the employee's availability for work.
- 11.9 **Job-Related Study**: After one (1) year of continuous employment, permission may be granted for leave of absence without pay for up to one (1) year for job-related study, without loss of accrued benefits, providing such leave does not jeopardize Hospital services.
- 11.10 **Professional/Educational Leave**: A leave with pay may be granted up to 5 days for attending professional meetings, such as workshops, seminars and educational programs, provided such leave shall be subject to budgetary considerations, approval of the subject matter to be studied and scheduling requirements of the Hospital. The term "professional meetings" is defined as meetings conducted to develop the skills and qualifications of employees for the purpose of enhancing and upgrading the quality of patient care and shall not include any meetings conducted for other purposes including purposes relating to labor relations or collective bargaining activities. Part-time employees shall be paid on a pro rata basis for attending professional meetings.
- 11.11 **Return From Leave**: Except as otherwise provided for herein, employees returning from an approved leave of absence shall be entitled to the first available job opening consistent with the job description held by the employee immediately prior to the leave of absence. This commitment shall supersede the job posting procedure specified in Section 6.4 of this Agreement. When ready to return from a leave of absence, the employee must submit a letter to the Director of Human Resources in advance, stating the employee's availability and interest in returning to work. If more than one employee is on a leave of absence, the first employee indicating their interest and availability in returning to work in a job classification will be considered first for reinstatement. In the event that an employee on a leave of absence is not returned to work within six (6) months from the date the employee submitted the letter to the Hospital requesting to return from the leave of absence, the employee will be terminated. Failure to notify the Hospital of the

employee's interest in returning to work by the expiration date of the leave shall result in the employee's termination.

- 11.12 **Leave With Pay**: Leave with pay through the use of available accrued annual or sick leave benefits shall not alter an employee's anniversary date of employment or otherwise affect compensation or status with the Employer.
- 11.13 **Leave Without Pay**: Employees on a leave without pay for six (6) months or less shall not accrue nor lose any time during the leave of absence for purposes of wage steps or benefits.
- 11.14 **Emergency Leave**: Upon completion of the probationary period, emergency leave with pay up to a total of forty (40) hours per year (prorated for part-time employees) may be allowed for critical illness or death in the immediate family. Immediate family shall be defined as those persons related by blood, marriage or legal adoption as follows: Grandparent, parent, wife, husband, brother, sister, child, grandchild, mother-in-law, father-in-law or any relative living at the employee's residence on a permanent basis. Emergency leave shall only apply to regularly scheduled shifts and shall not be applicable to scheduled days off. Additional unpaid leave may be granted where extensive travel is required.
- 11.15 **Union Leave**: Employees who are Union board members, stewards, or labor-management committee members, not to exceed six (6) persons in any calendar year, may be provided unpaid release from up to one (1) shift per calendar year for the purpose of attending a Union-sponsored training in leadership, representation and dispute resolution. Employees must make a request for the time off at least ten (10) days prior to the posting of their work schedule and the time off shall be subject to the scheduling requirements of their Department.
- 11.16 **Union Steward Paid Time**: If the Employer, in its sole discretion, requests that an employee who is a Union Steward participate in a representative capacity in an investigation, disciplinary, or grievance proceeding on behalf of another employee on a day the Steward is not scheduled to work, the Steward will be paid at the Steward's base rate of pay for the actual time spent in this capacity, exclusive of any travel time, with a minimum of two (2) hour. Such time will not be considered time worked.

## **ARTICLE 12 - HEALTH AND WELFARE – RETIREMENT**

12.1 **Medical and Dental Insurance:** Subject to Section 12.5, the Employer and the Union agree to be bound by the terms of the Trust Agreements, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Sound Health and Wellness Trust, initially adopted December 3, 1998, as applicable, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

Adoption of Health and Welfare Labor Agreement: Subject to Section 12.5, the Employer and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 2007, by and between Allied Employers, Inc. and UFCW Union Locals 21, 44, 81, 367, 1439, UFCW International, and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health and Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended, including the revision dated May 8, 2016.

The details of the benefit programs including a description of exact benefits to be provided and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Retail Clerks Welfare Trust in accordance with the terms and provisions of the Trust Agreement creating the Retail Clerks Welfare Trust, dated June 18, 1957, and may be subsequently amended.

The term "compensable hour" shall mean any hour for which any employee receives compensation required by this Agreement.

The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

Notwithstanding the forgoing Section, the Board of Trustees of the Retail Clerks Welfare Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such case, the one hundred seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

12.1.1 Effective in the payroll period following signature by the last signing party, the Employee shall pay one-hundred dollars (\$100) per month toward the premium for employee only to the Sound Health and Wellness Trust. Employees shall pay their portion of the premium by payroll deduction. The employee shall pay one hundred percent (100%) of dependent premiums by payroll deduction. The current twenty nine cents per compensable hour paid by the employee will continue through the life of the contract. (Please refer to LOU number 1 located on the last page of the contract). The additional weekly amount charged by the Sound Health and Wellness to the employee based on the coverage selected will continue to be paid by the employee.

Eligible employees are those employees who work sixty (60) hours, or more, per month for employee only coverage and eighty (80) hours, or more per month, for employees who select dependent coverage, up to a maximum of one hundred seventy three (173) hours per month based upon the number of hours actually worked by an employee. Sick leave and annual leave count towards the one hundred and seventy three hours per month maximum. Standby hours shall not count toward the one hundred seventy three (173) hour per month maximum.

The Employer is not responsible for any tax liability and/or responsibility on the part of the employee(s) which may result from a non-pretax status deduction.

The Sound Health and Wellness Trust shall be solely responsible for the payment of coverage's and benefits provided by the Trust Fund Health and Welfare Program(s). The employer agrees to abide by the rules of the Sound Health and Welfare Trust.

- 12.2 **Health Tests:** At the time of employment and thereafter, all employees shall receive a tuberculin test or chest X-ray as required by the State Department of Health. There shall be no charge to employee for these required tests.
- 12.3 **Other Insurance:** The Employer will provide Worker's Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.
- 12.4 **Retirement Plan:** A retirement plan shall be provided by the Employer. Retirement benefits and eligibility requirements for participation shall be defined by the plan.
- 12.5 **Plan Changes:** The Employer will make all determinations with regard to plans, plan design, policies, carriers, coverages, benefits and premiums. If Employer decides to adopt a new medical plan or change a medical plan resulting in material changes in premium costs or benefit coverage, Employer and Union may establish an insurance committee which includes two representatives from each bargaining unit, two non-represented employees and two from management. The committee will review policies coverage and premiums with a broker and make recommendations to Employer. Employer will consider the recommendations but reserves the right to make the final determination with regard to plans, plan design, carriers, policies, coverages, benefits and premiums. The Employer will notify the Union, in writing, of the Employer's determinations. Upon request by the Union, during the ninety (90) calendar day period following this notification, the Union and Employer will negotiate about the Employer's medical plan determinations, but the obligation to bargain about the changes ceases after the ninety (90) calendar day period. Thereafter, the Employer has the right to implement its determinations regarding new or changed plans, plan design, carriers, policies, coverage, benefits, and premiums following this ninety (90)



calendar day period. Employer's determinations are not subject to the grievance procedures.

### **ARTICLE 13 - GRIEVANCE PROCEDURE**

- 13.1 **Grievance Defined:** A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it must be submitted by the employee to the following grievance procedure.

Time limits set forth in the following procedure must be followed by the employee. Any extension of the time limits may only occur as a result of the mutual written consent of the parties hereto. Any grievance not processed in a timely manner as specified herein shall be null and void.

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

If an employee has a grievance, the employee alone or with their Union Representative shall present the grievance in writing to the immediate supervisor/Department Manager not later than fourteen (14) calendar days of the date that the employee knew or should have known of the facts that constitute the grievance. Upon receipt of the grievance the immediate supervisor/Department Manager shall meet with the employee and attempt to resolve the problem. The immediate supervisor/Department Manager has fourteen (14) calendar days to respond in writing to the employee.

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

If the matter is not resolved to the parties' satisfaction at Step 1, the employee and/or the Union representative shall reduce the grievance to writing and shall present same to the Director of the Department within fourteen (14) calendar days of the immediate supervisor's decision. The written grievance shall contain a description of the alleged problem, the specific section of the contract that has been allegedly breached, the date it occurred and the corrective action the grievant is requesting. A conference between the employee and/or Union Representative or steward and the Director of the Department shall be held within fourteen (14) calendar days. The Director of the Department (or designated representative)

shall issue a written reply within fourteen (14) calendar days following the meeting.

**Step 3: Administrator and Union Representative**

If the matter is not resolved at Step 2 to the parties' satisfaction, the grievance shall be referred in writing to the Administrator by the employee and/or Union Representative or steward who shall meet within fourteen (14) days calendar days for the purpose of resolving the grievance.

**Step 4: Arbitration**

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations specified in Steps 1, 2, 3 and 4 specified herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the meeting between the Administrator and the employee and/or Union representative. If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties except as otherwise provided for herein. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Furthermore, the arbitrator shall have no authority to substitute his judgment for that of the Employer, so long as the Employer's judgment is exercised in good faith. Each party shall bear one-half (½) of the fee of the arbitrator and any arbitrator expenses incurred incident to the arbitration hearing. Each party shall be responsible for their own attorney fees, representative fees, witness fees, costs and expenses associated with arbitration proceedings, legal proceedings, and any other proceedings. The parties shall have the right, within fourteen (14) days of receiving an arbitrator's award, to seek judicial review of such award. If this appeal right is elected by either party, the Arbitrator's award shall not be final or binding. In such a judicial proceeding, the court shall independently consider the facts to determine whether the Employer violated the contract. The court shall not be limited to the ordinary judicial review of arbitration proceedings.

Neither party shall be required during the term of this Agreement to provide the other party with any data, documents or information in its possession or under its control for any purpose except as may be relevant to an investigation to determine whether a grievance should be filed or a pending grievance. If a dispute arises concerning this matter, the arbitrator shall have the authority to resolve the discovery rights of the parties.

#### **ARTICLE 14 - UNINTERRUPTED PATIENT CARE**

- 14.1 **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 both the employee and the Union. Neither the Union nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, walkout, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, sympathy strike, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert the same.
- 14.2 **Discharge**: Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting in any strike, slowdown, picketing, or other concerted interference, or who refuses to perform services assigned to the employee, shall be subject to immediate dismissal or such lesser discipline as the Employer shall determine.
- 14.3 **No Lockout**: The Employer shall not cause or engage in any lockout of its employees during the term of this Agreement.

#### **ARTICLE 15 - UNION REPRESENTATIVES**

- 15.1 **Access to Premises**: The Union's authorized representatives may have access to the Employer's premises where employees covered by this Agreement are working, excluding patient care areas, for the purposes of investigating grievances and contract compliance, only after obtaining approval from the Employer. Caution must be exercised when discussing issues within close proximity of the general public. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with

patient care. The Employer reserves the right to have the Union representative accompanied by a representative of the Hospital.

- 15.2 **Bulletin Board Space**: The Employer shall furnish bulletin board space for the use of the Union. All materials to be posted on such bulletin board must, prior to posting, be approved by the Employer and signed by a designated Union Representative.
- 15.3 **New Hire Orientation**: A bargaining unit representative will be provided the opportunity to meet with newly hired employees for up to one-half (½) hour on a date regularly established by Human Resources for new employee orientation or at another time mutually agreed to between the Employer and the bargaining unit representative, within 90 days of a new employee's date of hire. Such meeting will be on paid time, but voluntary, for the newly hired employee and will be on the representative's non-paid time.

## **ARTICLE 16 - GENERAL PROVISIONS**

- 16.1 **Federal and State Laws**: 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 and regulations 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, the Employer and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.
- 16.2 **Amendments**: Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.
- 16.3 **Past Practices**: The Employer agrees to notify the Union about changes the Employer plans to make to past practices not specifically written in this Agreement thirty (30) days prior to implementing the changes. The notification is for purposes of seeking input from the Union during the thirty (30) day period, provided, however, the Employer is not required to bargain about the decisions nor about the effects of those decisions regarding the changes to past practices.

After thirty (30) days, the Employer has the right to implement the changes to past practices.

16.4 **Drug and Alcohol Testing:** The Employer may implement a drug and alcohol testing program which includes:

- a. Pre-Employment Testing: All applicants shall be advised of the Hospital's testing program.
- b. Reasonable cause testing in accordance with Appendix C.
- c. Voluntary testing based upon a request from an employee in connection with disciplinary action by the Employer.

Testing must be conducted in a manner designed to minimize intrusions upon an employee's dignity and right to privacy to the extent that this can be done without compromising the integrity of the test.

16.5 **Bargaining Subjects:** The parties hereto have had an opportunity to raise and discuss all bargaining subjects leading to the adoption of this Agreement. The parties further agree that this agreement may be amended by the mutual consent of the parties in writing at any time during the contract term.

16.6 **Successorship:** This Agreement shall be binding upon any successor Employer. The Employer shall have the affirmative duty to call this provision to the attention of any successor organization.

#### **ARTICLE 17 - TERM OF AGREEMENT**

17.1 **Duration:** This Agreement shall become effective upon ratification, except where otherwise indicated and shall continue in full force and effect through April 30, 2025. Written notice of desire to amend or terminate the Agreement will be provided by either party by certified mail upon the other at least ninety (90) days prior to date of expiration. If written notice to amend is given, then this Agreement shall remain in effect until the terms of a new or amended agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate.

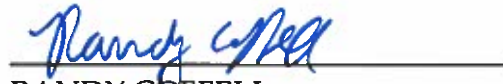
IN WITNESS WHEREOF, the parties have signed of Agreement this 30<sup>th</sup> day of June 2022.

OKANOGAN COUNTY PUBLIC  
HOSPITAL DISTRICT NO. 3 d/b/a  
MID VALLEY HOSPITAL:



WINNIE ADAMS

Interim CEO



RANDY COFFELL

Director of Human Resources

UNITED FOOD & COMMERCIAL  
WORKERS UNION 3000:



FAYE GUENTHER

President

**MEMORANDUM OF UNDERSTANDING ONE**  
**Regarding Conditional Amendment of Article 3, Section 3.2**

This memorandum of understanding is agreed upon between Mid-Valley Hospital and United Food and Commercial Workers Union 3000 to address in advance the possibility that certain language in Article 3, Section 3.2 might be determined to be unlawful, and to provide for specific replacement language that will be automatically implemented in that event, in lieu of bargaining.

Article 3, Section 3.2 contains a clause which begins “When filed with the Employer, the authorization form will be honored in accordance with its terms, unless an employee requests that the Employer stop deducting dues, in which case the Employer will notify the Union and will honor the employee’s request . . .” and then continues with the following language that is the subject of this MOU:


. . . except as otherwise specified in this Section 3.2. If the Union notifies the Employer that the employee has agreed in an authorization form signed after June 27, 2018 to authorize the deduction of dues for a fixed period of time, not to exceed one year or the expiration of this Agreement (whichever occurs first), and if the Union provides a copy of the authorization form upon the Employer’s request, the Employer will then continue deducting dues from that employee’s pay for the remainder of that fixed period of time, at which point the Employer will then automatically stop deducting dues. The Employer shall not be required to honor any agreement by an employee to the automatic extension or renewal of an authorization to deduct dues for a fixed period of time after the employee has requested that the Employer stop deducting dues.

If all or any part of the language that is the subject of this MOU as stated in the block quotation above is determined by the courts or proper government agencies to be in contradiction to any state or federal law, that language shall be stricken from the contract and the remainder of Article 3, Section 3.2 shall remain intact and in full force and effect. Such a determination will not create any duty for the Employer or the Union to bargain

over replacing this language, over Article 3, Section 3.2, or over any other term of the contract, whether under Section 16.1 or any other bargaining obligation.

OKANOGAN COUNTY PUBLIC  
WORKERS HOSPITAL DISTRICT NO. 3,  
D/B/A MID-VALLEY HOSPITAL

UNITED FOOD AND COMMERCIAL  
UNION 3000

  
\_\_\_\_\_  
Randy Coffell  
Director of Human Resources

*/s/ Jackie Williams*  
\_\_\_\_\_  
Jackie Williams  
Negotiator



**LETTER OF UNDERSTANDING #1**

This is a Letter of Understanding (“LOU”) by and between UFCW 3000 and Mid-Valley Hospital, collectively referred to herein as “the Parties”.

By this LOU, the Parties seek to agree upon an understanding to Section 12.1.1 of the Collective Bargaining Agreement for the period of May 1, 2022 through April 30, 2025.

By this LOU, the Parties acknowledge and represent that they each are entering into this LOU in good faith and with full intention of complying with the provision set forth below.

Both parties agree that for the time period May 1, 2022 to April 30, 2025 the Employer will pay any increase premium costs up to ten percent (10%) and any additional cost will be equally split by the employer and employee.

*/s/ Jackie Williams*

*6/28/2022*

\_\_\_\_\_  
Jackie Williams  
UFCW 3000, Negotiator

\_\_\_\_\_  
Date

*Randy Coffell*

*6/30/22*

\_\_\_\_\_  
Randy Coffell  
Mid-Valley Hospital, Director of Human Resources

\_\_\_\_\_  
Date



Pharm. Asslt. A.	17.77	18.16	18.59	19.01	19.46	19.87	20.27	20.72	21.12	21.56	21.96	22.41	22.87	23.31	23.75	24.27	24.75	25.22	25.75	25.84	26.28
Clin. Lab. Asslt. (CIA)	16.58	16.89	17.29	17.64	18.04	18.46	18.84	19.24	19.64	20.03	20.45	20.82	21.23	21.68	22.17	22.62	23.07	23.59	24.08	24.16	24.58
Lab/X-Ray Aide	17.57	17.92	18.28	18.65	19.02	19.40	19.79	20.18	20.59	21.00	21.42	21.85	22.29	22.73	23.19	23.65	24.12	24.60	25.10	25.60	26.11
Radiology Tech	27.42	28.10	28.81	29.51	30.26	31.02	31.80	32.59	33.40	34.25	35.10	35.97	36.85	37.80	38.75	39.72	40.71	41.72	42.76	43.84	44.94
CT Tech	31.75	32.16	32.96	33.78	34.63	35.50	36.38	37.29	38.22	39.18	40.16	41.16	42.19	43.24	44.32	45.44	46.57	47.74	48.93	50.16	51.41
MRI Tech	34.62	35.48	36.37	37.27	38.21	39.17	40.14	41.15	42.18	43.23	44.31	45.42	46.56	47.73	48.91	50.14	51.39	52.68	54.00	55.34	56.72
Mammography Tech	34.42	35.28	36.16	37.07	37.99	38.94	39.92	40.91	41.93	42.98	44.06	45.17	46.29	47.44	48.63	49.85	51.10	52.37	53.68	55.03	56.40
Nuclear Medicine Tech	37.12	38.04	38.99	39.97	40.97	41.98	43.04	44.12	45.22	46.35	47.51	48.69	49.91	51.16	52.44	53.75	55.10	56.47	57.89	59.33	60.82
Ultrasound Diagnostic Tech	33.61	34.44	35.31	36.19	37.10	38.02	38.98	39.95	40.94	41.97	43.02	44.10	45.20	46.33	47.49	48.67	49.89	51.14	52.42	53.73	55.08
US (Chocardiograph Tech	35.66	36.55	37.46	38.40	39.35	40.34	41.35	42.39	43.44	44.53	45.65	46.79	47.95	49.15	50.39	51.65	52.94	54.26	55.62	57.00	58.43
US Vascular Tech	40.20	41.19	42.22	43.28	44.37	45.47	46.61	47.78	48.97	50.19	51.45	52.74	54.05	55.40	56.79	58.21	59.66	61.16	62.69	64.25	65.84
<b>Service &amp; Maintenance</b>																					
Plant	21.36	21.86	22.37	22.90	23.41	23.89	24.42	24.94	25.44	25.97	26.49	26.95	27.48	28.06	28.60	29.16	29.74	30.35	30.94	31.04	31.62
Medical Assistant	19.76	20.12	20.57	21.00	21.38	21.81	22.28	22.71	23.17	23.64	24.10	24.60	25.06	25.55	26.10	26.59	27.13	27.69	28.24	28.32	28.82
Trauma Registrar	17.39	17.77	18.11	18.50	18.90	19.27	19.70	20.09	20.53	20.97	21.39	21.83	22.29	22.74	23.20	23.64	24.12	24.63	25.09	25.16	25.62
CMA	16.67	17.00	17.34	17.69	18.04	18.40	18.77	19.15	19.53	19.92	20.32	20.72	21.14	21.56	21.99	22.43	22.88	23.34	23.81	24.28	24.77
Cook	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.76	23.21	23.68	24.15	24.63
Ward Clerk	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.76	23.21	23.68	24.15	24.63
Central Service	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.76	23.21	23.68	24.15	24.63
Pharmacy Technician	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.76	23.21	23.68	24.15	24.63
Registar	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.76	23.21	23.68	24.15	24.63
Physical Therapy Aide	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.76	23.21	23.68	24.15	24.63
Housekeeping	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.76	23.21	23.68	24.15	24.63
Dietary	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.76	23.21	23.68	24.15	24.63
<b>Business Office &amp; Mkt. Records</b>																					
RPT/Codev	21.99	22.43	22.90	23.32	23.75	24.26	24.73	25.16	25.64	26.19	26.67	27.17	27.73	28.28	28.84	29.40	30.00	30.62	31.26	31.34	31.91
Certified Coder	21.63	22.03	22.50	22.95	23.40	23.84	24.35	24.80	25.28	25.81	26.30	26.81	27.36	27.93	28.46	29.03	29.64	30.21	30.83	30.91	31.49
Credentialed Secretary	17.88	18.35	18.81	19.14	19.56	20.00	20.35	20.82	21.21	21.61	22.04	22.47	22.89	23.33	23.84	24.30	24.79	25.27	25.80	25.85	26.33
Med. Transport	17.21	17.61	18.02	18.41	18.83	19.26	19.65	20.07	20.49	20.88	21.27	21.71	22.16	22.58	23.03	23.52	23.99	24.46	24.93	25.01	25.45
Patient Account Rep. I	16.66	16.99	17.33	17.68	18.03	18.39	18.76	19.13	19.52	19.91	20.30	20.71	21.12	21.55	21.98	22.42	22.87	23.32	23.79	24.27	24.75
Patient Account Rep. II	17.49	17.84	18.20	18.56	18.93	19.31	19.70	20.09	20.49	20.90	21.32	21.75	22.18	22.63	23.08	23.54	24.01	24.49	24.98	25.48	25.99
Purchasing Clerk	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.76	23.21	23.68	24.15	24.63
Clerk	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.76	23.21	23.68	24.15	24.63

The rates apply to all employees upon anniversary date or the necessary number of hours worked, whichever is last. If employee necessary hours are not met by the anniversary date, the step is delayed until hours are satisfied. The Employer's determinations regarding this placement to its pay plan are final and binding on all part and are not subject to grievance procedure. Only subsequent step delays are subject to the grievance procedure.

**Effective May 1, 2024** 4.0%

**APPENDIX "A" - HOSPITAL & CLINIC CONTRACT RATES OF PAY**

Wage Steps

Professional/Technical	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
Med Tech (MT) ASCP	33.32	34.05	34.77	35.48	36.19	36.86	37.62	38.29	39.02	39.73	40.48	41.17	41.98	42.83	43.60	44.57	45.46	46.36	47.30	47.44	48.30															
Resp Therapist R	29.52	30.11	30.79	31.29	31.93	32.53	33.09	33.72	34.33	34.89	35.49	36.09	36.79	37.55	38.26	39.06	39.82	40.61	41.42	41.54	42.28															
Med Lab Tech (MLT)	27.59	28.18	28.75	29.33	29.88	30.47	30.99	31.59	32.15	32.73	33.28	33.84	34.50	35.19	35.89	36.61	37.37	38.11	38.85	38.96	39.69															
Physical Therapy Assistant	21.78	22.29	22.84	23.38	23.91	24.47	25.06	25.61	26.23	26.84	27.43	28.06	28.71	29.34	30.00	30.61	31.27	31.92	32.56	31.71	32.37															
Surgical Tech. Cert. (ST)	21.28	21.83	22.40	22.97	23.54	24.11	24.68	25.25	25.82	26.39	26.96	27.53	28.11	28.68	29.26	29.83	30.41	30.99	31.57	31.69	32.27															
Resp Therapist-C	23.84	24.14	24.64	25.14	25.63	26.13	26.66	27.17	27.82	28.39	28.99	29.49	30.01	30.68	31.27	31.92	32.56	33.17	33.88	34.31	34.62															
Surgical Tech.	22.74	23.24	23.73	24.22	24.70	25.26	25.77	26.29	26.88	27.44	28.01	28.56	29.17	29.71	30.30	30.92	31.53	32.17	32.83	33.32	33.50															
Pharm. Tech A Cert.	19.98	20.45	20.84	21.28	21.77	22.19	22.62	23.03	23.48	23.90	24.36	24.79	25.32	25.80	26.31	26.87	27.40	27.96	28.49	28.59	29.12															
Pharm. Asslt. A.	18.48	18.89	19.34	19.78	20.24	20.66	21.08	21.55	21.97	22.42	22.83	23.31	23.78	24.24	24.70	25.23	25.74	26.23	26.78	26.87	27.33															
Clin. Lab. Asslt. (CIA)	17.24	17.56	17.98	18.35	18.76	19.20	19.60	20.01	20.43	20.83	21.27	21.65	22.08	22.55	23.06	23.52	24.00	24.43	25.04	25.13	25.57															
Lab/X-Ray Aide	18.77	18.64	19.01	19.39	19.78	20.18	20.58	20.99	21.41	21.84	22.28	22.72	23.18	23.64	24.11	24.60	25.09	25.59	26.10	26.62	27.16															
Radiology Tech	28.52	29.22	29.96	30.71	31.47	32.26	33.08	33.90	34.74	35.62	36.50	37.41	38.35	39.32	40.30	41.31	42.33	43.39	44.48	45.59	46.74															
CT Tech	32.63	33.44	34.28	35.13	36.02	36.92	37.83	38.79	39.75	40.74	41.77	42.81	43.88	44.97	46.10	47.26	48.43	49.65	50.89	52.17	53.46															
MRI Tech	36.01	36.90	37.82	38.76	39.74	40.73	41.75	42.80	43.87	44.96	46.09	47.23	48.42	49.63	50.87	52.14	53.44	54.78	56.16	57.55	58.99															
Mammography Tech	35.80	36.69	37.61	38.55	39.51	40.50	41.51	42.55	43.61	44.70	45.83	46.97	48.14	49.34	50.58	51.84	53.14	54.47	55.83	57.24	58.66															
Nuclear Medicine Tech	38.60	39.56	40.55	41.57	42.60	43.66	44.76	45.88	47.03	48.21	49.41	50.64	51.91	53.20	54.53	55.90	57.30	58.73	60.20	61.71	63.25															
Ultrasound Diagnostic Tech	34.96	35.82	36.72	37.64	38.58	39.54	40.54	41.54	42.58	43.65	44.75	45.86	47.01	48.19	49.39	50.62	51.88	53.18	54.51	55.88	57.28															
US (Chocardiograph Tech	37.09	38.01	38.96	39.93	40.93	41.96	43.00	44.09	45.18	46.31	47.47	48.66	49.87	51.12	52.40	53.71	55.05	56.43	57.84	59.28	60.76															
US Vascular Tech	41.80	42.84	43.91	45.02	46.14	47.29	48.48	49.69	50.93	52.20	53.51	54.85	56.21	57.62	59.07	60.54	62.03	63.61	65.20	66.82	68.50															
<b>Service &amp; Maintenance</b>																																				
Plant	22.22	22.73	23.26	23.81	24.34	24.85	25.40	25.94	26.46	27.01	27.49	28.03	28.58	29.18	29.74	30.33	30.93	31.56	32.18																	

Medical Assistant	20.55	20.92	21.39	21.84	22.24	22.68	23.17	23.62	24.09	24.58	25.06	25.58	26.06	26.57	27.14	27.65	28.21	28.80	29.37	29.45	29.98
Trauma Registrar	18.09	18.48	18.83	19.24	19.65	20.05	20.48	20.89	21.35	21.81	22.25	22.70	23.18	23.64	24.13	24.59	25.08	25.61	26.10	26.16	26.65
CNA	17.33	17.68	18.04	18.40	18.76	19.14	19.52	19.91	20.31	20.72	21.13	21.55	21.98	22.42	22.87	23.33	23.80	24.27	24.76	25.25	25.76
Cook	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20	23.67	24.14	24.62	25.11	25.62
Ward Clerk	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20	23.67	24.14	24.62	25.11	25.62
Central Service	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20	23.67	24.14	24.62	25.11	25.62
Pharmacy Technician B	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20	23.67	24.14	24.62	25.11	25.62
Registrar	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20	23.67	24.14	24.62	25.11	25.62
Physical Therapy Aide	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20	23.67	24.14	24.62	25.11	25.62
Housekeeping	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20	23.67	24.14	24.62	25.11	25.62
Dietary	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20	23.67	24.14	24.62	25.11	25.62
<b>Business Office &amp; Med. Records</b>																					
RHIT/Coder	22.87	23.33	23.81	24.25	24.70	25.23	25.71	26.16	26.67	27.23	27.74	28.26	28.84	29.42	29.99	30.59	31.20	31.84	32.51	32.60	33.18
Certified Coder	22.50	22.91	23.40	23.87	24.33	24.79	25.32	25.79	26.29	26.84	27.36	27.89	28.46	29.04	29.60	30.19	30.82	31.42	32.06	32.15	32.74
Credentialed Secretary	18.60	19.08	19.56	19.90	20.34	20.80	21.17	21.65	22.06	22.47	22.93	23.37	23.81	24.26	24.79	25.27	25.78	26.28	26.83	26.89	27.39
Med. Transcript	17.89	18.31	18.74	19.14	19.58	20.04	20.44	20.87	21.31	21.71	22.12	22.58	23.05	23.49	23.95	24.46	24.95	25.44	25.92	26.01	26.47
Patient Account Rep. I	17.32	17.67	18.02	18.38	18.75	19.13	19.51	19.90	20.30	20.70	21.12	21.54	21.97	22.41	22.86	23.31	23.78	24.26	24.74	25.24	25.74
Patient Account Rep. II	18.19	18.56	18.93	19.30	19.69	20.08	20.49	20.90	21.31	21.74	22.18	22.62	23.07	23.53	24.00	24.48	24.97	25.47	25.98	26.50	27.03
Purchasing Clerk	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20	23.67	24.14	24.62	25.11	25.62
Clerk	17.24	17.58	17.94	18.29	18.66	19.03	19.41	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20	23.67	24.14	24.62	25.11	25.62

The step progression is contingent upon anniversary date or the necessary number of hours worked, whichever is less. If minimum necessary hours are not met by the anniversary date, the step is delayed until hours are satisfied. The Employer's determinations regarding initial placement into this pay plan are final and binding on all parties and are not subject to grievance procedures. Only subsequent step increments are subject to the grievance procedure.

# THE UNION DIFFERENCE

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

## A Voice at Work

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

## Right to Union Representation

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

## Just Cause for Discipline

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

## The Security of a Union Contract

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

## Union Leadership

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

# My Shop Steward is:

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# My Union Rep is:

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

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

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

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

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

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

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

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

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

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

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

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**UFCW3000**

1-800-732-1188 | MEMBER RESOURCE CENTER 206-436-6570

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