

Agreement by and between  
**UFCW 3000**  
and  
**Providence Regional  
Medical Center Everett**

**Tech**

Effective through: 06-30-2025

**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: 1-866-210-3000**

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**THIS AGREEMENT** is made and entered into this 2<sup>nd</sup> of February, 2022, by and between Providence Regional Medical Center Everett (PRMCE), its successors and assigns, hereinafter referred to as the “Employer” or “Hospital,” and UFCW Local 21, chartered by the United Food & Commercial Workers International Union, 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 affecting the members of the bargaining unit.

## **ARTICLE 1 - RECOGNITION**

**1.1 Recognition.** The Employer recognizes the Union as the sole collective bargaining representative for all regular full-time and part-time technical employees employed in the classifications of work set forth in Appendix A covered by the National Labor Relations Board Certification in Case No. 19-RC-13614, excluding temporary employees, per diem, supervisors, confidential employees and guards, as defined in the Act, and all other employees.

## **ARTICLE 2 - UNION MATTERS**

### **2.1 Membership.**

**2.1.1** Employees who are members of the Union at the execution of this Agreement shall as a condition of employment, maintain their membership in the Union for the duration of this Agreement.

**2.1.2** Employees hired after the execution of this Agreement shall be required as a condition of employment to join the Union within thirty (30) days of the date of hire and to maintain membership in the Union for the duration of the Agreement. Provided, however, this provision shall not apply to any employee who declines joining the Union by providing written notice of such intent to the Union by certified mail with a copy to Human Resources, within fifteen (15) calendar days, of the employee’s date of hire and/or date of transfer into the bargaining unit. A copy shall be placed in the employee’s personnel file.

**2.1.3** The Hospital will notify employees of membership requirements/options at time of hire or transfer. Employees who fail to maintain membership requirements as defined herein shall be discharged by the Employer within thirty (30) calendar days after receiving written notice from the Union.

**2.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct uniformly required dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer the authorization form will be honored in accordance with its terms. Such dues shall be transmitted to the UFCW, Local No.21. The Employer will send an electronic dues report monthly to the Union which will include the employee’s name, employee ID number, and the amount deducted. Deductions shall be transmitted each month to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer’s responsibility shall cease with respect to such deduction. 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 may arise against the Employer for or on account of any deduction made from the wages of such employee.

**2.3 Bargaining Unit Roster.** The Employer shall supply to the Union monthly a report electronically of all employees covered by this Agreement including name, address, phone number, employee ID number, department, job classification, work location, date of hire, rate of pay, FTE status, hire date and/or termination date for each employee covered under this agreement. This report will also contain all new hires, terminations and specific reference to all new hires, terminations, and a list of employees who have had a name change (identifying both their prior name and new name). This report will be provided to the Union by the 7<sup>th</sup> day of any month (if the 7<sup>th</sup> day falls on a weekend then the following Monday) and will contain data for the preceding month.

**2.4 Meeting Rooms.** Subject to availability, the Union shall be permitted to use designated premises of the Employer for meetings of the bargaining unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to and approved by Human Resources. Availability will not be confirmed more than three (3) weeks prior to the requested date and will be subject to the PRMCE 'bump list' of priorities.

**2.5 Negotiations.** Employees who are designated by the Union to serve on the Union's negotiating team will be allowed unpaid release time to attend negotiations provided it does not conflict with staffing requirements as determined by the Employer. Bargaining team members will continue to accrue seniority while attending contract negotiations during their regularly scheduled hours of work. The Union will inform Human Resources of these hours within two (2) weeks of ratification. Bargaining team members will not suffer a reduction in FTE or benefit eligibility by participating in negotiations.

**2.6 Union Leave.** Members of UFCW Local 21 in good standing may be allowed unpaid time off for Union business as necessary provided it does not conflict with staffing requirements as determined by the Employer. Employees may use accrued paid time off if they choose.

**2.7 Voluntary Political Action Fund Deduction.** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demand, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the deduction check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) for all



amounts deducted pursuant to the Political Action Fund check off provision in the parties' Collective Bargaining Agreement will be used to reimburse the Employer for its reasonable costs of administering the check off.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.1** Prior to the execution of this Agreement with the Union, the rights of the Employer to manage were limited only by applicable federal and state law. Except as specifically set forth by an express provision of this Agreement, the parties agree the management rights of the Employer have not been limited or abridged by this Agreement.

Without limiting the generality of the foregoing, the parties agree that among the rights of the Employer which are not abridged or limited by this Agreement are the right to determine and redetermine the composition of its work force, including the mix of employees required and the composition of work teams; to determine the number of employees required, and its staffing requirements and criteria; the right to determine and require standards of performance and to maintain order and efficiency and to determine the competency of employees; to direct employees and to determine job assignments, including the floating and temporary reassignment of employees; to determine the working schedules; to determine whether the whole or any part of the operation shall continue to operate and whether and what work will be performed by employees of the Employer who are employed under this Agreement, assigned to employees outside this bargaining unit or subcontracted; to implement changes in operational methods and procedures; to determine the kind and location of its facilities and where its services will be performed. The matters set forth herein shall not be subject to Arbitration.

All matters not covered by the provisions of this Agreement shall be administered by the Employer on a unilateral basis.

**3.2** In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union eighty (80) days advance written notice. During this notice period, the Employer and Union will meet to discuss alternatives to contracting out the work.

**3.3** The use of temporary staffing such as agency or traveler staff, will not be construed as contracting unit work.

### **ARTICLE 4 - UNION REPRESENTATION**

**4.1 Union Representatives-Access.** The Union's duly authorized representatives shall have access to the Hospital's premises where employees covered by this Agreement are working for the purpose of observing working conditions and investigating grievances; provided, however, the Union Representative will sign in with Human Resources immediately upon entering and will sign out on leaving the Hospital. Such visits shall be subject to the same rules generally applicable to other non-employees and shall not interfere with patient care.

**4.1.1** The Union representative shall have access to employee lounges during declared states of emergencies, and under the same procedures and guidelines as the Hospital's "visitor policy", as long as the union representative does not displace an employee on break in the

lounge and/or the union representative's presence does not exceed the maximum capacity provided for in the employee lounge. The Union representative shall first notify the Employer of which employee lounges the Union representative plans to visit and shall confine the visit to such areas. Should the union representative be unable to access employee lounge(s) given above-mentioned restrictions, cafeterias may be utilized under the same procedures and guidelines as the Hospital "visitor policy".

**4.2 Bulletin Boards.** With prior notice to the Human Resources Office and a copy to the Human Resources Office, the Union shall be permitted to post announcements and notifications of Union activities signed by a designated Union Steward/Union Representative in the space provided on bulletin boards designated by the Employer. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

**4.3 Employment Agreement.** The Employer will give a copy of this Agreement and the employee's job description to each employee during the hiring/orientation process. The Union shall be responsible for the printing of this Agreement, including the entire cost thereof, and shall provide the Employer with sufficient copies to be available in the Human Resources Department. The Employer agrees to post a copy of the collective bargaining agreement on the Medical Center's intranet site. F

**4.4 Bargaining Unit Representatives.** The Union shall identify employees from the bargaining unit to function as bargaining unit representatives (shop stewards). The bargaining unit representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selections.

**4.4.1** Shop stewards designated herein shall not transact Union business on working time or which in any way interferes with the work of employees or services provided by the Employer. By arrangement with their manager, a shop steward may attend grievance meetings and/or Weingarten meetings on work time provided that patient care is maintained.

**4.4.2** One (1) shop steward will be allowed thirty (30) minutes paid release time to meet with new employees during each new employee orientation session.

**4.5 New Hire Orientation.** By the end of the week prior to each new employee orientation, the employer will make available to the Union a list of all bargaining unit employees then scheduled for orientation. This list shall include the date of orientation, name, FTE, phone number, job classification, start date, shift, department, unit and campus of each new bargaining unit employee attending the orientation.

In the event new employee orientation is moved online permanently, employer shall provide the newly hired employee a link to the Union's new employee orientation page: <https://www.ufcw21.org/new-members>. The Employer and Union shall meet within 30 days prior to implementation to discuss access to online new employee orientation.

## ARTICLE 5 - DEFINITIONS

**5.1 Regular Full-time Employees.** A regular full-time employee is an employee so classified on the Employer's employment records, who is regularly scheduled to work forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period.

**5.2 Regular Part-time Employees.** A regular part-time employee is an employee so classified on the Employer's employment records, who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period and who has successfully completed the required probationary period. Unless otherwise provided for herein and subject to benefit plan eligibility requirements, a part-time employee will be compensated in the same manner as a full-time employee except that benefits shall be reduced in proportion to the employee's actual hours of work.

Part-time employees working a regular schedule of nineteen (19) hours or less per week are not eligible for the flexible benefits insurance program or the paid time off program, but shall receive the pay in lieu of benefits under Article 5.7, Pay in Lieu of Benefits.

**5.3 Transfer to Per Diem Status.** An employee, so classified on the Employer's employment records, who is hired to work during any period when a temporarily augmented work force is required (i.e., vacations, approved leaves, etc.). If a benefits earning employee elects per diem status, all eligible accrued extended illness hours will be banked. Any accrued paid time off shall be paid to the employee at the time the employee changes to per diem status. Seniority shall not apply while on per diem status. Regular status employees who change to per diem status and subsequently return to regular status without a break in employment shall have previous seniority and appropriate benefit accruals reinstated.

**5.4 Probationary Employee.** A probationary employee is an employee who has been hired on a full-time or part-time basis and who has been continuously employed by the Employer for less than six (6) months of actual work. During the probationary period, an employee may be terminated without notice and without recourse to the grievance procedure. Probationary employees shall be required to give a minimum of seven (7) days' notice of intention to terminate.

**5.5 Preceptor.** An employee who is assigned the responsibility for planning, organizing, and evaluating the new skill development of an employee newly assigned to a classification or students for whom the preceptor is qualified to train. Inherent in the preceptor role is the responsibility for specific, criteria-based, and goal directed education and training for a specific period of time. Management will determine the need for precepting, if any. The Employer recognizes that generally taking an assignment as a preceptor is voluntary.

It is agreed that all employees have a responsibility for orienting new employees and employees newly assigned to a classification.

**5.6 Regular Rate of Pay.** The "regular rate of pay" shall be as defined by the FLSA and may include the employee's hourly wage rate, and, when the employee is regularly assigned to any of the following: shift differential for the complete evening or night shift, lead pay, weekend

differential for the hours worked on a weekend and any applicable wage premium in lieu of benefits for any employee exercising that option.

**5.7 Pay in Lieu of Benefits.** In lieu of paid time off (PTO) and extended illness bank (EIB), a part-time regular employee may elect a 10% wage differential. This election must occur: 1) within the first ten (10) days of employment to be effective the first full pay period following the election; 2) within ten (10) days of ratification of this Agreement to be effective the first full pay period following the election; or 3) annually during open enrollment to be effective the first full pay period of the following year. Employees will be advised of re-enrollment conditions prior to the election of 10% wage differential. Thereafter, no change in PTO or EIB status shall occur during the term of this Agreement except in accord with Hospital policy. Any accrued PTO shall be paid to the employee at the time the employee elects the 10% wage differential. All eligible accrued extended illness hours will be banked. Upon return to paid time off accrual status, all EIB hours will be reinstated.

Employees with a 0.49 FTE or lower shall receive a twelve percent (12%) wage differential.

**5.8 Length of Service.** For purposes of this Agreement and the method of computing PTO, seniority and other conditions of employment, except as otherwise provided for herein, a “month” shall be defined as 173.3 hours of work, and a “year” shall be defined as 2,080 hours of work. For purposes of computing longevity (wage) steps, a “year” shall be defined as 1872 hours of work or twelve (12) months whichever comes last. Time paid for but not worked (excluding standby on call pay) shall be regarded as time worked for purposes of computing benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing benefits, not to exceed 80 hours within any pay period.

**5.9 Gender Neutral.** Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

**5.10 Anniversary Date.** An employee’s most recent date of hire.

**5.11 Per Diem.** An employee, without an assigned FTE, who is hired to work during any period when additional work of any nature requires a temporarily augmented work force, or who is hired to work in the event of an emergency or employee absence, or who is hired to work on an on-call basis.

## **ARTICLE 6 - EMPLOYMENT PRACTICES**

**6.1 Discipline and Discharge.** No full-time or part-time employee shall be disciplined or discharged except for just cause. “Just cause” shall be defined to include the concept of a progressive discipline (such as verbal and written reprimands and the possibility of suspension). A copy of all written disciplinary actions shall be given to the employee. An employee may request the attendance of a Union Representative during any investigatory meeting which may lead to disciplinary action.

Employees will not be counseled, disciplined and/or discriminated against for appropriately raising patient care-issues.

**6.2 Notice of Resignation.** Employees shall be required to give at least fourteen (14) calendar days' written notice of intended resignation. Failure to give such notice shall result in loss of accrued benefits. The Employer will give consideration to situations that would make such notice by an employee impossible. This fourteen (14) day notice requirement will not include any annual leave or unverified sick leave, unless approved by the manager.

**6.3 Notice of Termination.** Except for cases involving discharge for just cause, employees who have completed the required probationary period shall receive fourteen (14) calendar days' notice of termination or pay (prorated for part-time employees) in lieu thereof.

**6.4 Nondiscrimination.** The Employer and the Union agree not to discriminate or condone harassment in any manner, in conformance with applicable laws, against any employee by reason of race, color, religion, creed, sex, national origin, age, marital status, sexual orientation, gender identity or expression, or sensory, mental or physical disability, subject to occupational requirements and ability to perform within those requirements, or membership or rejection of membership in the Union. The matters set forth herein shall be interpreted consistent with the requirements of the Employer under applicable law.

**6.5 Evaluations.** The Employer shall maintain a system for performance appraisal of skills providing for written evaluation prior to or upon the completion of the probationary period and annually thereafter. A copy of the evaluation shall be presented to the employee at the time of the evaluation.

**6.6 Employee Action Notice (EAN).** Employees will be notified of changes in conditions of employment, (including numbers of hours to be worked, unit and shift), change of position or leave of absence. Notification will be provided in person, by telephone, by email or other written communication according to the preference of the manager. Pay rates and other information are available electronically.

**6.7 Personnel Files.** By appointment, employees may review their personnel files. Upon request, an employee shall receive a copy of any materials contained in his or her file. Warning notices shall be removed upon mutual agreement of the employee and the Human Resources Director.

**6.8 Parking.** The Employer will not discontinue its policy with respect to free parking without first bargaining with the Union.

**6.9 Travel.** An employee who, in accordance with Hospital policy, accompanies a patient traveling by ambulance, a helicopter, etc., shall be considered to be in the employ of the Hospital. When necessary, the Employer shall be responsible for providing and approving travel arrangements for the employee to destination and return to the Hospital. Travel time between campuses shall be considered to be in the employ of the Hospital up to the end of the employee's workday. Use of personal vehicle will be compensated at the IRS standard rate per mile in accordance with Providence Regional Medical Center Everett policy.

**6.10 Safety.** The Employer will maintain a safe and healthful workplace in compliance with all laws applicable to the safety and health of its employees, including providing protective equipment and having it readily available in accordance with appropriate OSHA and WISHA

guidelines. The employees will comply with all health and safety policies and procedures of the Employer. Employees shall be entitled to grieve alleged violations of this provision, but matters arising under this provision shall not be subject to arbitration.

**6.10.1 Declared State of Emergency.** In the case of a declared State of Emergency involving a public health crisis creating special circumstances affecting the operations of the Hospital, the Hospital and Union, upon request, will meet to discuss safety measures within twenty-eight (28) days of the request, (i.e. area for donning and doffing of gowns, PPE, etc.)

**6.11 Health Tests.** All employees shall participate in the Employer's tuberculosis and rubella screening programs consistent with state law and the Employer's occupational health policies and procedures. The Employer will address additional occupational health needs consistent with state and federal requirements and, as appropriate, consistent with recommendations and guidelines of the Center for Disease Control, local and state health departments and community standards. The Employer will provide Hepatitis "B" vaccine, without cost, to any employee who is at risk for blood borne pathogen exposure as defined by CDC upon request to the Employee Health Department.

**6.12 Policies and Procedures.** Upon making a timely written request (within seven (7) days of knowledge of the change) to the Human Resources Director, the Union reserves the right to negotiate over the creation or revision of any condition of employment about which the National Labor Relations Act ("the Act") requires the Employer to bargain, including policies concerning inclement weather. The duties and responsibilities of the Employer shall be defined by the Act.

## ARTICLE 7 - SENIORITY

**7.1 Seniority Defined.** Seniority is defined as an employee's continuous length of full-time or part-time service, calculated from the employee's most recent date of hire within the Providence Health & Services, Providence Sacred Heart Medical Center or General Hospital Medical Center, Everett. The parties agree that the seniority roster will be updated and approved on or before July 1, 2012. Employees shall accrue additional seniority thereafter based upon compensated hours up to 2080 in a calendar year.

**7.1.1** Seniority as set forth in Article 7.1 (Seniority Defined) shall determine the employee's eligibility for all benefits and for job bidding selection where the employee is bidding for a position outside of the employee's classification. For all other purposes, seniority shall be determined as set forth in Article 7.2.

**7.1.2** Regular status employees who change to a non-bargaining unit position at PRMCE and who subsequently return to a bargaining union position without a break in employment shall have previously accrued bargaining unit seniority and appropriate benefit accruals reinstated

**7.2** Seniority for purposes other than Article 7.1.1 will accrue based upon hours compensated within a classification/job group in the bargaining unit. Seniority will accrue and be based only upon hours compensated in the classification and job group to which the employee is assigned.

**7.2.1** The Employer will post every six (6) months an updated seniority list based on hours compensated, and bargaining unit members shall have a thirty (30) day period from the date of posting to dispute the updated seniority list.

**7.2.2** Seniority shall be the determining factor in layoffs, rehires, shift bids (change in start time, change in FTE, change in shift) and the scheduling of PTO. Where qualifications are a relevant factor, seniority will control only where in the opinion of the Employer based upon job related criteria, skill, competence, performance, ability and experience to perform the work is considered equal.

**7.3 Layoff.** A layoff is defined as a permanent or prolonged reduction in the number of employees in a particular classification by the Medical Center under this Agreement. The Employer shall provide as much notice to the affected employee and the Union as practical, but shall give at least thirty (30) days' notice or pay in lieu of.

**7.3.1** When the Employer determines it is necessary to layoff employees from a classification, shift, and where appropriate, unit, the Employer will first seek volunteers from the classification.

**7.3.2** If volunteers do not meet the Employer's need for reduced staffing, employees will be designated for layoffs in the following order:

1. Temporary
2. Per diem
3. Probationary employees;
4. Regular full-time and part-time employees holding a FTE assigned to the classification and shift in the cost center affected by the layoff subject to the Employer's determination of qualifications as set forth above.

**7.4 Bumping.** In the event an employee is designated for layoff from his or her classification, the employee may choose to bump from the low seniority roster (bottom 20% of seniority list in the job group) or choose to bump from the low seniority roster (bottom 20%) an employee within the job group or classification to which they are assigned, subject to the Employer's determination of qualifications as set forth in Article 7.2.2. An employee who is displaced due this procedure or an employee who is slated for lay-off who is already in the low 20% may displace the employee within the job group or classification who is the least senior, subject to the Employer's good faith determination of qualifications. An employee shall be deemed qualified if the employee can perform the essential functions of the job within an eighty (80) hour orientation (not training).

For LPN's the Nursing Unit to which the LPN is assigned shall be considered the LPN's classification for purposes of Article 7.3, Layoff.

The job group for LPN's will be the Nursing Department.

Other job groups for purposes of this article shall be

1. Sterile Processing Techs; Certified Sterile Processing Techs
2. Biomedical Equipment Techs I, II, III; Biomedical Engineer
3. Pharmacy Tech , Pharmacy Buyer, Pharmacy Pyxis Specialist
4. Sleep Disorder Specialist; Sleep Disorder Tech; Nasal CPAP Specialist
5. EEG Tech
6. Surgery Tech; Anesthesia Tech; Endoscopy Tech
7. CT; MRI; Interventional Radiologic Tech; Rad Tech; Mammo Tech; Nuclear Medicine; Cardiovascular Lab Tech; PET CT, Multi-Modality Imaging Tech
8. Cardiopulmonary Tech; Pulmonary Rehab Specialist; Respiratory Care Practitioner; Respiratory Care Practitioner II, Cardiac Rehab Specialist
9. COTA
10. Phys. Ther. Asst.
11. Diet Tech
12. Radiation Therapist (RTT) I, Radiation Therapist (RTT) II; Dosimetrist, Sr. Dosimetrist
13. LPNs
14. General Sonographer, Vascular Sonographer, Cardiac Sonographer

**7.5 Recall.** Employees who are laid off shall have recall rights to vacant positions in the classification from which they were laid off for up to twelve (12) months following their layoff, when in the opinion of the Employer, the employee is fully qualified to perform the work required. Employees who are recalled to their classification to a position on the shift from which they were laid off and with a comparable FTE (within a 0.15) and who, for any reason, refuse the recall shall be dropped from the recall roster.

**7.6 Job Posting.** When there is a vacancy in a regular (FTE) position, it shall be posted for bid for five (5) days excluding holidays and weekends with Human Resources. Bids must be submitted in writing or according to PRMCE policy. When employees bid, who are qualified for the position, the position will be awarded to the senior qualified candidate where the skills, performance, ability, disciplinary record and experience are, in the opinion of the Employer, equal.

**7.7 Termination of Seniority Status.** Seniority shall terminate upon the occurrence of any one of the following:

1. Discharge or voluntary resignation from PRMCE or retirement;
2. Failure to return to work on a timely basis from an approved leave of absence;
3. Absence from work for any reason, including layoff, except worker's compensation, for a period of twelve (12) months;
4. Failure to return to work from layoff when recalled in accord with the terms of this Agreement;



5. Failure to report to work as assigned for a period of two (2) consecutive workdays without calling in; however, the Employer agrees to consider mitigating circumstances on a case-by-case basis.

**7.8 Change in FTE Status.** Reduction in hours shall be defined as a permanent reduction of an employee's FTE level. If a reduction in FTE is determined to be necessary, the least senior employee(s) in the targeted job classification, cost center and shift will receive the hours reduction. Provided, however, senior employees in the classification must be qualified to perform all the work required including applicable license. Prior to an hours reduction occurring, the Employer will first seek volunteers in the job classification, cost center and shift. Absent volunteers, the Employer will first remove from the schedule any temporary and probationary employees before reducing the FTE of a seniority employee. An employee subject to an involuntary reduction in their FTE will be given first preference up to their previous FTE status should the Employer expand the hours of an existing FTE in the employee's job classification, cost center and shift. Further, should the Employer have a need to temporarily augment the hours in the classification, shift, cost center or work unit where the hours reduction occurred, the Employer when it is not an emergency event, will give first preference to the employee(s) whose FTE has been reduced who can work the hours at the straight-time rate of pay.

**7.8.1** An employee whose FTE is reduced shall receive a minimum of fourteen (14) days' notice of the impending hours reduction.

**7.8.2** In the event of a reduction in FTE, the Employer will make a good faith effort to reduce the hours of the least senior person in a classification and shift, subject to patient care needs, staffing considerations and hours of operation. Employees whose hours have been reduced by more than 0.15 FTE shall have the following options:

1. Reduce their FTE in current position and be placed on the recall roster for a period of twelve (12) months pursuant to Article 7.5, Recall;
2. Subject to seniority, accept any vacant position in their classification for which the employee is qualified, subject to the Employer's determination of qualifications as set forth in Article 7.2.2;
3. Bump from the low seniority roster per Article 7.4, Bumping; or
4. Employee may choose to be laid off and be placed on the recall roster for a period of twelve (12) months.

**7.8.3** In the event the Employer reinstates the operation, an employee in the impacted classification shall, in the order of seniority, be assigned the additional FTE they held before the reduction occurred. Such reassignment shall be consistent with scheduling requirements.

**7.9 Merger or Restructure.** In the event of a merger of two (2) or more cost centers or an event where more than one-third (1/3) of the employees in a classification and cost center are affected by a reduction in their FTE, or change in their regular number of hours per shift, or weekend scheduling change, the Employer will give the Union thirty (30) days' notice and will

rebid the positions in the affected classification and cost center. The manager(s) of the unit(s) shall determine the process and applicable guidelines, with input from the employees affected and the Union. The positions will be filled by job classification seniority, provided that, in the opinion of the Employer, the employee's skill, competence, performance, ability and experience are equal to that of the employee being displaced. An employee who is not able to retain a position will have the rights of an employee laid off from her/his classification.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

**8.1 Work Period.** The work period is a regular, recurring period of either seven (7) consecutive days or fourteen (14) consecutive days.

**8.2 Regular Shift Assignment/Normal Work Day.** Each employee shall have a regularly assigned number of hours of a shift. Typically, these shifts will either be eight (8) hours, ten (10) hours or twelve (12) hours. Innovative individual work schedules may be established by the Employer with written consent of the employee as long as such schedule does not displace an established schedule of another employee without the written consent of that employee, provided that the Union has been given prior notice and an opportunity to bargain about the innovative work schedule. No employee will be required to work more than four twelve (12) hour shifts in a row except by mutual agreement between the employee and the supervisor.

**8.3 Work Schedules.** Work schedules shall be posted for at least a four (4) week period and at least ten (10) days prior to the beginning of the schedule. Scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent. The Union agrees in the event of an unanticipated event creating a need to change the staffing schedule (e.g. community emergency, shortage of staff caused by terminations without notice, or serious health condition as defined under FMLA anticipated to last a week or longer) the Employer shall have the right with twenty four (24) hours' notice to change work schedules of the least senior qualified employee in the classification to meet the changed condition. The Employer will first seek volunteers who can cover the change without creating overtime.

**8.4 Overtime.** Overtime shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for all time worked beyond the employees regular shift (provided the employee has worked at least eight (8) hours), or beyond forty (40) hours in a five (5) day work week, or beyond eighty (80) hours within a fourteen (14) day period. All consecutive time worked in excess of twelve (12) hours or after fourteen (14) hours for employees working twelve hour shifts, shall be paid at double the employee's regular rate of pay. Overtime shall include shift differential if applicable. Time that is paid for but not worked will not count as time worked for the purpose of determining and computing overtime. There shall be no pyramiding of overtime.

**8.5 Report Pay.** Employees who report for work as scheduled and are released from duty by the Employer for reasons other than discipline shall receive a minimum of four (4) hours' work for four (4) hours' pay or for the scheduled number of hours for the shift, whichever is less. 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. The Employer will document failed attempts to contact the employee. It shall be the responsibility of the employee to maintain a

current address and telephone number with the Human Resources Department. Failure to do so shall excuse the Employer from the notification requirement provided herein.

**8.6 Work on Traditional Holidays.** Any employee who works on one of the “traditional” holidays (New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) shall be paid at a premium rate of one and one-half (1 ½) the employee’s regular rate of pay. All consecutive time worked in excess of twelve (12) hours (or after fourteen (14) hours for employees working twelve hour shifts) shall be paid at double the employee’s regular rate of pay.

**8.6.1 Closed or Reduced Department Staffing on Holidays.** When a department chooses to close or reduce staffing on a recognized holiday, employees who are regularly scheduled to work on that holiday shall have the option to use PTO or not use PTO while coding the time as low census.

**8.7 Standby Low Census.** Standby low census is when an employee agrees to or is required to, instead of working, be available for a call in to work during a shift when the employee was scheduled to work (applies during a time of low census). Standby low census hours count toward benefits except for retirement.

In accordance with 8.10.3 (Order of Low Census), PRMCE will make a good faith effort to rotate mandatory low census equitably among employees in the same classification and unit. If a full-time or part-time employee has been assigned to ninety-six (96) or more hours of mandatory low census in a rolling twelve (12) month period, the employee may ask to be removed from the mandatory low census rotation. PRMCE will make a good faith effort to grant the request.

**8.8 Standby On-Call.** A standby on-call shift is a scheduled time outside the employee’s scheduled work hours during which the employee is available for a call in to work. Unworked standby on-call hours do not count toward benefits.

**8.9 Meal/Rest Period.** At all times, meals and rest periods shall be administered consistent with state and federal law. Typically, employees shall receive an unpaid meal period of one-half (½) hour for all shifts in excess of five (5) hours. Employees required by supervision to work during this meal period shall be compensated for such work at the appropriate rate of pay. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each, which may be taken intermittently or uninterrupted, during each shift of eight (8) hours or more in duration. Employees may choose to take their rest breaks intermittently by providing written and/or verbal notification to their supervisor. The employer will comply with federal and state laws regarding meal and rest periods.

**8.10 Assignment of Low Census.**

**8.10.1** Where the Employer determines that patient and/or available work does not require the number of employees on the schedule in a particular unit/department on a particular shift, the Employer will first release any employee on overtime and then request volunteers.

**8.10.2** Full-time and part-time employees who are released from duty due to low census will continue to accrue benefits based upon the employee's scheduled hours of work. All employees will be notified at least one and one-half (1 ½) hours prior to the scheduled day shift and two (2) hours prior to a scheduled evening or night shift.

**8.10.3 Order of Low Census.**

- a. Agency (guaranteed and not guaranteed)
- b. Travelers – one shift each pay period maximum
- c. Overtime/premium pay shifts
- d. Volunteers for low census
- e. Per diem employees who are not on the schedule as of the time of posting
- f. Employees working extra shifts
- g. Per diem employees who are on the schedule at the time of posting
- h. Regularly scheduled employees in reverse order of seniority by rotation

**8.11 Rest Between Shifts.** In scheduling shift work assignments, the Employer will make a good faith effort to schedule each employee with at least twelve (12) hours off duty between shifts excluding education, committee meetings, staff meetings and standby. In the event an employee is required to work a scheduled shift with less than twelve (12) hours off duty between scheduled shifts, all time worked within this twelve (12) hour period shall be at the overtime rate of time and one-half (1 1/2x).

Employees who work continuously beyond an employee's end of their regular shift, will receive the overtime rate of pay for all time worked on their subsequent shift which is within twelve (12) hours of the time the employee left work after working the extra hours at the end of their shift the day before.

Employees\* who are scheduled on-call/stand-by shifts at the time of the posting of their regular work schedule, and who are called in to work during the 12 hour period following their regular work shift and who then work their next regular work shift within 12 hours of the time they left work after being called in, will at the beginning of their next regular shift be paid at the overtime rate for a period of time equal to the actual number of hours the employee worked on-call.

\*[also applies to employees who, because of the absence of such an employee, are substituted to the on-call schedule.]

Employees working a schedule of a ten (10) hour or twelve (12) hour regular work day will have a ten (10) hour rest between shifts.

**8.12 Shifts.**

**Day Shift:** Any shift where the majority of regularly scheduled hours are between 6:30 a.m. and 3:00 p.m.

**Evening Shift:** Any shift where the majority of regularly scheduled hours are between 2:30 p.m. and 11:00 p.m.

Night Shift: Any shift where the majority of regularly scheduled hours are between 10:30 p.m. and 7:00 a.m.

Where the majority of hours worked, excluding overtime, occur in the periods designated as evening or night shift, employees will be paid shift differential for all hours worked on that shift.

Where an equal number of hours are worked on two shifts the employee shall receive the higher shift differential for the entire shift.

Shift differential shall be considered a part of an employee's regular rate, if the employee is assigned to the shift, unless this Agreement specifically provides otherwise.

**8.13 Weekends.** The Employer will make a good faith effort to schedule all regular full-time and part-time employees to every other weekend off. Employees who are required to work every other weekend, who have worked their weekends as scheduled, will be paid at the rate of one and one-half (1½) times their regular rate including weekend differential for working an unscheduled weekend. This provision shall not apply to per diem employees, to employees whose regular schedule is for more than two (2) weekends out of four (4) weekends, or to employees who volunteer for extra weekends or who trade weekends with another employee. "Weekend" shall be defined as 10:30 PM Friday through 10:30 PM Sunday.

Employees shall not be required to be on call on their off weekends, if they have worked their scheduled work weekends, as scheduled.

**8.14 Shift Rotation.** If temporary shift rotation is necessary, volunteers will be sought first. If there are insufficient volunteers, shift rotation will be assigned equitably in the classification and Department affected.

**8.15 Temporary Assignments.** An employee who is temporarily assigned to a higher rated classification for one-half (1/2) or more of his or her shift shall receive the higher rate of pay for their entire shift.

**8.16 Extra Shifts.** Employees who wish to work extra shifts within their classification will sign a roster in their cost center showing the shifts and days they are available during the posting period. Where a schedule is posted with open shifts, the employee must designate the particular shift desired.

Sign up must be within one (1) week of posting of the schedule.

Preference in assigning extra shifts will go to employees who have had low census days within the preceding schedule who can work the extra shift(s) at straight time rates, in the order of seniority. Shifts available after this preference will be awarded shift by shift equitably to employees who request on a first come first serve basis, subject to availability to perform the work at straight time.

**8.17 Homework.** A Lead employee or an employee whose regular responsibilities include resolving work issues at home by telephone, such as a biomedical technician, shall be

compensated at the applicable rate of pay for the actual time involved in resolving the issues with a minimum time of fifteen (15) minutes per day that calls are received.

## ARTICLE 9 - COMPENSATION

### 9.1 Wages.

**9.1.1 Wage Schedule.** All employees shall be classified and paid in accordance with the schedule set forth in Appendix "A" which is attached hereto and made part of this Agreement. This Agreement shall not preclude the Employer, at its option, from paying more than the contract rate of pay.

**9.2 Shift Differential.** Where hours worked occurs in the period designated as evening or night shift in Article 8.12 (Shifts), employees will be paid shift differential of \$3.25/hour for evenings and \$4.25/hour for nights for all hours worked on that shift.

### 9.3 Weekend Differential.

**9.3.1** Employees will be paid a premium of two dollars (\$2.00) per hour for each hour worked on the weekend, provided that any employees employed in the classification of Respiratory Therapist, Cardiovascular Technologist or Angiography Technician shall receive the premium rate of four dollars (\$4.00) per hour.

**9.4 Standby Pay Low Census.** Employees who are placed on low census on their scheduled shifts may be required by the Employer to be on standby status for the hours of their regular shift. Employees placed on standby shall be compensated four Dollars and twenty five cents (\$4.25) per hour for each hour on standby. If the employee is called in from standby to work, the employee will receive a minimum of three (3) hours work or pay at the overtime rate of time and one-half (1-1/2), and shall not continue to receive standby pay. Hours worked beyond the employee's regular shift ending time (if the regular shift is at least eight (8) hours) shall be compensated at the overtime rate of time and one half (1-1/2) the employee's regular rate of pay.

**9.5 Standby On Call.** On call employees may be placed on call for hours outside of their regular schedule. Employees will receive four dollars and twenty five cents (\$4.25) per hour for each hour the employee is on call. If called in to work, the employee will be compensated at the overtime rate of time and one half (1-1/2) the employee's regular rate of pay for each hour worked, with a minimum of three (3) hours of work each time an employee is called in, except that the guarantee shall not exceed the number of hours the employee is scheduled on call. In such case, no new minimum will apply to that call. The minimum call in hours provided for herein shall not apply when the employee reports for work in advance of the assigned shift and continues working through the entire scheduled shift. This provision shall apply only to employees who have discontinued work and left the Employer's premises. Time worked before leaving the premises at the end of the employee's regular shift shall be considered in the application of Article 8.11 (Rest Between Shifts) to the time of the employee's next scheduled work time. Employees called in to work hours on either the evening or night shift will be paid the applicable shift differential for the hours worked on that call in. Similarly, when an employee from evening or night shift is called in to work during the day shift, the employee shall not receive shift differential for those hours. This does not affect hold over hours for evening or night shift employees.

**9.5.1 Standby On Call – Hold Over.** Employees who are assigned standby on-call for the shift following their regular work shift and who are held over will be paid at the overtime rate for the hours worked after their regular quitting times, with a guarantee of three (3) hours of work, if the holdover is for more than one (1) hour. If the three hour guarantee is triggered, the employee will be paid the shift differential for the shift on which the guarantee is applicable.

**9.6 Preceptor Pay.** An employee who is assigned as a preceptor shall be assigned for full shifts and shall receive a differential of one dollar seventy five cents (\$1.75) per hour while so assigned. This shall be in addition to the employee’s regular rate of pay and shall not apply to an employee whose classification includes the responsibility for the teaching of other employees, for example Clinical Specialist.

**9.7 Lead.** Employees assigned lead responsibilities by the Employer will receive a differential of two dollars and fifty cents (\$ 2.50) per hour for the time assigned.

**9.8 Certification Pay.** Employees holding a certification in one of their assigned practice areas will receive certification pay at the rate of \$1.00 per hour. Regardless of the numbers of certifications held, only one premium will be paid. The following Certifications/Registries are recognized:

Agency	Certification	Acronym
National Board for Respiratory Care (NBRC)	Neonatal Pediatric Specialist	NPS
	Certified Pulmonary Function Tech	CPFT
	Registered Pulmonary Function Tech	RPFT
	Adult Critical Care Specialist Credential	ACCS
	Sleep Disorder Testing and Therapeutic Intervention Respiratory Care Specialist	SDS
American Association for Respiratory Care	Chronic Obstructive Pulmonary Disease Educator Certification	COPD
American Association for Respiratory Care	Pulmonary Disease Educator Certification	

Board of Registered Polysomnographic Technologists (BRPT)	Registered Polysomnographic Technologist	RPSGT
National Asthma Educator Certification Board (NAECB)	Certified Asthma Educator	AE-C
State of Washington	Certified Cardiovascular Invasive Specialist	CVIS
American National Standards Institute	Registered Cardiovascular Invasive Specialist	RCIS
Fetal Medicine Foundation	Nuchal Translucency Accreditation	NT
American Registry for Diagnostic Medical Sonography	Fetal Echocardiography	FE
American Registry for Diagnostic Medical Sonography	Pediatric Echocardiography	PE
Pharmacy Technician Certification Board	Certified Pharmacy Technician	CPhT
Nuclear Medicine Technology Certification Board	Nuclear Medicine Technologists(NMT)s Credential	NMTCB-NCT

Requests for amendments to the above list may be presented to the Labor Management committee for consideration.

**9.9 Job Title Changes.** A change in job title with no material change in duties shall not affect an employee's tenure, seniority or pay level or rate of benefit accrual.

**9.10 Higher Rated Classification.** An employee who moves to a higher paid classification will move to the pay level which is commensurate with the employee's credited service (reference Appendix "B") in that higher classification or which gives the employee at least a three percent (3%) increase, whichever is higher. It is agreed that the application of this provision does not create an inequity.

**9.11 Lateral Rated Classification.** Employees who move to a lateral rated classification or to a classification in a line of progression with the same job family, e.g., Bio-Medical Technician will move to the same pay level.



**9.12 Lower Rated Classification.** Employees who move to a lower rated classification will move to the same pay level in the lower classification or per Appendix “B”, whichever is higher.

**9.13 Internal Equity.** If a new employee is hired into a pay level which is greater than the employee’s credited experience in that classification, based upon the matrix of Appendix B, the Union shall be notified within ten (10) days after the employee is hired of the reason for the higher pay. The pay range for the entire job classification will be adjusted to reflect the placement for the new hire (e.g. if new hire should be on pay level 4 according to the matrix, but is hired in at pay level eight, then that wage rate becomes pay level four, and all employees in the job classification are adjusted accordingly.) This pay rate will be effective from the date the new employee is hired in.

**ARTICLE 10 - PAID TIME OFF/EXTENDED ILLNESS BANK**

**10.1** The Employer provides eligible employees with the opportunity to have paid time off for various reasons including vacation, holiday, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours. Time off for extended illness is accrued as EIB (Extended Illness Bank) hours. Policies, which regulate the use of PTO and EIB, are specifically described in Paid Time Off (Revision 1/23/2007) and Extended Illness Bank (Revision 9/11/2008).

**10.2 PTO Accrual.** PTO and EIB hours are accrued on all hours paid (i.e. paid PTO and/or EIB hours accrue hours), up to a maximum of eighty (80) hours paid in every pay period (2,080 hours per year). Part-time employee’s accrual will be pro-rated on hours paid (excluding standby) up to eighty hours. Employees may not accrue PTO/EIB on “standby on-call hours.” PTO and EIB shall be paid at the employee’s regular rate of pay. See HR Policy for Accrual Schedules appropriate to Years of Service.

Employees who were hired on or after January 4, 1998, accrue according to the following schedule:

<u>PTO Credited Years of Service</u>	<u>PTO Plan Year Accrual</u>
Upon Hire	23 days (184 Hours)
Beginning with 4 <sup>th</sup> Year	28 Days (224 Hours)
Beginning with 6 <sup>th</sup> Year	29 Days (232 Hours)
Beginning with 8 <sup>th</sup> Year	30 Days (240 Hours)
Beginning with 10 <sup>th</sup> Year	31 Days (248 Hours)
Beginning with 12 <sup>th</sup> Year	32 Days (256 Hours)
Beginning with 13 <sup>th</sup> Year	34 Days (272 Hours)
<u>EIB Credited Years of Service</u>	<u>EIB Plan Year Accrual</u>
Upon Hire	6 Days (48 Hours)

Employees hired prior to January 4, 1998, accrue in accordance with the following schedule:

<u>PTO Credited Years of Service</u>	<u>PTO Plan Year Accrual</u>
Upon Hire	25 days (200 Hours)
Beginning with 4 <sup>th</sup> Year	33 Days (264 Hours)
Beginning with 6 <sup>th</sup> Year	34 Days (272 Hours)
Beginning with 8 <sup>th</sup> Year	35 Days (280 Hours)
Beginning with 10 <sup>th</sup> Year	36 Days (288 Hours)
Beginning with 12 <sup>th</sup> Year	38 Days (304 Hours)
Beginning with 13 <sup>th</sup> Year	40 Days (320 Hours)
<u>EIB Credited Years of Service</u>	<u>EIB Plan Year Accrual</u>
Upon Hire	6 Days (48 Hours)

**10.2.1 Cash Out Plan.** Employees who were hired after January 4, 1998 or who elected this plan will have any PTO balance in excess of 32 hours “cashed out” at their base hourly rate which is in effect on December 1, of each year.

**10.3 Vacation Scheduling.** In scheduling vacations, each department/nursing unit will establish guidelines that adhere to the following:

- a. A “window” or bidding period shall be set annually for bidding on vacations to be taken in the following year (e.g., 1/1-1/15/2013 bidding period for 2/1/04-01/31/14 vacations.) Subject to the supervisor limiting the number of employees who may be on vacation at any one time, employees shall be granted PTO by seniority if the employee requests PTO during the bidding period.
- b. Requests for PTO that are submitted after the bidding period shall be considered on a “first-come first-served” basis. PTO requests shall be submitted in writing and shall be responded to within fourteen (14) days after receipt of the request.
- c. Once approved by management, scheduled PTO may only be changed with the mutual written approval of the employee and management except in an emergency.
- d. The department/unit may designate prime time vacation periods and generally limit, in cases of conflict, vacation approvals to two (2) weeks.
- e. Holiday work schedule rotation takes precedence over PTO scheduling.
- f. When an employee has scheduled PTO time which has been approved by management, the time will not be changed due to the employee having exhausted his or her PTO hours, except when additional discretionary time off has been approved by management on the contingency that this time off will reduce the employees pre-

approved scheduled time off. Such contingency will be in writing to the employee at the time of approval of the time off.

**10.4 Use of PTO Balances.** Negative balances may not be incurred.

Employees must use accrued PTO hours for vacations and holidays with the advance approval of their supervisor. Department needs and work requirements shall be taken into consideration. Preference will be given to employees' requested time off whenever possible. PTO may be scheduled in increments of at least one (1) hour, however, employees are encouraged to take PTO in increments of at least one (1) week.

**10.4.1** At the end of the PTO plan year (December each year) employees shall select to:

- a. Carry over 50% of their PTO plan year accrual into the next year,
- b. Cash out any unused PTO
- c. Transfer any unused PTO hours to EIB.

**10.4.2** Following six (6) months of employment, upon voluntary termination, retirement, or transfer to per diem or on call status, 100% of all eligible accrued PTO hours will be paid out. Employees who fail to give proper notice of termination or whose employment is terminated for reasons of (or normally defined as) criminal misconduct will forfeit PTO pay.

**10.4.3** Illness/Injury PTO hours must be used for the first two consecutive work days off (or sixteen hours) due to illness or injury and are to be coded as PTO-M on the Time record.

**10.5 Extended Illness Bank.** EIB hours may be used for days off work due to illness or injury, after the employee has been off the shorter of two (2) workdays scheduled or sixteen (16) hours. If an employee is hospitalized as an in-patient during an illness or injury, or has outpatient surgery requiring three (3) or more days of recovery before returning to work, EIB may be used from the first day of absence. In the case of catastrophic illness, such as cancer, which requires follow-up treatment, EIB may be used to cover the treatment. In the event of an occupational injury, PTO and/or EIB (on the third consecutive workday) may be used at the employee's request, for lost work time not covered by Worker's Compensation Insurance. It can be integrated with Worker's Compensation to the extent available to continue normal earnings.

**10.6** EIB hours accrue on an on-going basis up to a maximum of 1,040 hours. Upon retirement from the Sisters of Providence, twenty-five (25%) of the EIB balance should be paid out.

**10.7** Employees may be required to submit satisfactory evidence of injury, illness, or disability for themselves or a dependent child as a condition of payment of EIB benefits if a pattern of absenteeism has developed.

## ARTICLE 11 - INSURANCE/BENEFITS

**11.1 Medical Plan.** Medical, dental and long-term disability insurance shall be available through the employer for all benefit eligible (.5 – 1.0 FTE) employees beginning the first of the month following date of hire in an eligible status. Premiums paid by the employer (based on core plan) will be based on benefit eligibility (.5 – 1.0 FTE).

Employees in assigned FTEs of 0.75-1.0 will receive benefits at no premium cost for the employee portion of the core plan (the Health Savings (HSA) Medical Plan) provided employees participate in the Employer's wellness initiative program. The Employer will pay a minimum of fifty (50%) of the premium cost of dependent benefits for the core medical plan provided adult dependents participate in the wellness initiative. The Employer will also contribute twenty-five percent (25%) of the premium cost for the core dental plan. Employees in assigned FTEs of 0.5-0.74 will receive benefits equal to at least seventy percent (70%) of the premium cost received by 0.75-1.0 FTE employees. Employee will be responsible for the portions of dependent medical and dental premiums not paid by the Employer.

As the Employer may from time to time make modifications in the plan, employees and the Union will be given at least thirty (30) days' advance notice before implementation of any change.

**11.2 Other Insured Benefits.** The Employer shall offer a vision, life insurance, accidental death and dismemberment, and long term disability plans designated by the Employer on the first day of the month following date of hire to all employees who on that date are assigned a 0.5 FTE or higher. When an employee with less than a 0.5 FTE transfers to a position of 0.5 FTE or higher, insurance will be offered the first day of the month following one (1) complete calendar month at the higher FTE.

**11.3 Worker's Compensation and Unemployment Compensation.** The Employer will provide Workers' Compensation insurance and Unemployment Compensation insurance in accord with the laws of the State of Washington, including through a self-insured plan.

**11.4 Changes in Insurance and Retirement Plans.** As the Employer may from time to time make modifications in the benefit and retirement plans, employees and the Union will be notified as soon as possible and be given at least thirty (30) days advance notice before implementation of any change. The Employer and the Union will jointly review the proposed changes and will include in its review data on usage rates and rate changes.

## ARTICLE 12 - RETIREMENT PLAN

**12.1** Employees covered by this Agreement shall be eligible to participate in the retirement plan of the Sisters of Providence as that plan may be amended from time to time.

## ARTICLE 13 - LEAVES OF ABSENCE

**13.1 PTO/EIB Use.** Employees are required to use all applicable PTO/EIB on any leave of absence except worker's compensation. PTO/EIB will be used according to the employee's assigned FTE at the commencement of the leave.

**13.2 Personal Leave.** Any personal leave of absence must be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request and stating the conditions of the leave of absence shall be given by the Employer within fourteen (14) days. All leaves of absence shall be without pay unless specifically provided for herein or agreed to by the Employer. The denial of a request for a leave of absence shall not be subject to the grievance or arbitration procedure.

**13.3 Maternity Leave.** A maternity leave of absence shall be granted upon request of an employee for the period of time that the employee is temporarily disabled due to pregnancy or childbirth. All leaves of absence shall commence on the first day of absence from work. If the employee's absence does not exceed the actual period of disability due to pregnancy or childbirth, the employee is entitled to return to work with the same unit, shift and FTE status. The employee may use accrued EIB and PTO during the maternity leave. The employee may be asked to provide a statement from her health care provider verifying the period of physical disability and her fitness for duty. Employees on approved maternity leave who are not eligible for Family and Medical Leave will have the option of continuing their group medical coverage at their own expense during a maternity leave.

**13.4 Family and Medical Leave.** As required by Federal Law, upon completion of one (1) year of employment, any employee who has worked at least 1,250 hours during the prior twelve (12) months, shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption, or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the Employer's contribution to the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualified under both the Family Medical Leave Act of 1993 (FMLA) and applicable law, the leaves shall run concurrently. This leave shall be interpreted consistent with the rights, requirements, limitations and conditions set forth in the federal law whichever is more broadly construed. The employee may elect or the Employer may require the employee to use any accrued paid leave time during the leave of absence for which the employee is eligible under the Employer's policies. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

**13.4.1 Health Leave.** After six (6) months of continuous employment, a leave of absence for health reasons may be granted upon the recommendation of a physician for the period of disability, up to six (6) months, without loss of accrued benefits to the date such leave commences. Such approval will not be unreasonably withheld. All leaves of absence shall commence on the first day of absence from work. An employee must take accrued PTO/EIB during the leave of absence. The Employer will make reasonable efforts to hold the employee's job open for a leave of absence not exceeding twelve (12) consecutive weeks per year. If the employee is unable to return at that time, the employee will, over the duration of the six month leave, be offered the next available comparable position for which the employee applied and is qualified. Refusal to accept a comparable position will result in termination of the employee. The term "comparable" is herein defined as the same

shift, full-time or part-time status and job classification. For the six (6) month period following the end of the Health Leave of Absence, the Employer will make reasonable efforts to offer the employee the next available comparable position for which the employee applied and is qualified.

If the leave request is granted, this leave shall run concurrently with FMLA (if the employee is eligible for FMLA) and the employee shall return to work to the same classification and FTE status if the employee's absence does not exceed that allowed under the FMLA.

Prior to the employee returning from a health leave of absence, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position. Employees on approved health leave who are not eligible for Family and Medical Leave will have the option of continuing their group medical coverage at their own expense.

**13.5 Military Leave.** A leave of absence required in order for an employee to maintain status in a military reserve of the United States shall be granted in accordance with the law.

**13.6 Related Study.** After one (1) year of continuous employment, permission may be granted for a leave of absence for job-related study, without loss of accrued benefits, providing such leave does not jeopardize hospital service.

**13.7 Compensation, Benefits and Status.** Leave with pay shall not affect an employee's compensation, accrued hours, benefits or status with the Employer. An employee on a leave without pay shall not lose seniority during the leave of absence.

**13.8 Return to Work.** Employees who indicate their availability to return to work on a timely basis in accordance with an approved leave of absence agreement, if not entitled to their original position, shall be entitled to the first available comparable opening for which the employee applies, is qualified, and to which their seniority entitles them.

**13.9 Witness Leave.** Any employee who is called to be a witness on behalf of the Employer shall be paid for such time at the regular rate of pay, including any applicable shift differential. In the event that the employee is subpoenaed to testify in any other judicial proceeding, the employee will be given time off without pay, as required by the subpoena. When the proceeding is related to the employee's performance of the duties, such time will be paid by the Employer.

**13.10 Jury Duty.** Full-time and part-time employees who are required to serve on jury duty shall be compensated by the Employer up to four (4) weeks for the difference between their jury duty pay and their regular rate of pay upon presentation of the summons to the Department Manager. The employee must notify his/her Department Manager as soon as possible so that arrangements can be made to cover the position during the intended absence. The employee's time card must indicate that the employee is serving on jury or witness duty. The regular time rate of pay, including any applicable shift differential, will be given for the number of hours of the employee's regular schedule for each scheduled work day missed, providing that the employee submits proof of jury duty service.

An employee working the evening shift will be released from his/her shift on the day of jury duty. An employee working nights will be released either the shift ending on the day jury duty begins or the shift beginning on the day jury duty ends, as the employee may request.

**13.11 Bereavement Leave.** Leave up to twenty-four (24) hours will be allowed for death in an employee's immediate family, or up to forty (40) hours with pay to attend to family bereavement needs for the employee's current spouse or domestic partner, or child. Bereavement time with pay should be taken within a seven (7) calendar day period will be allowed for death in the employee's immediate family. Part-time employees will be paid for those hours they were scheduled to work falling within this seven (7) day period. The Employer will pay the employee at the regular rate of pay, including any applicable shift differential. Unpaid time off will be allowed for those employees who have elected pay in lieu of benefits. Immediate family shall be defined as grandparents, parents, stepparents, brother, sister, stepbrother, stepsister, stepchild, or person who stood in loco parentis (legal responsibility of person to take on the functions of a parent), grandchild, mother-in-law, and father-in-law. The Department Manager may also approve additional time off as (a) leave without pay or (b) annual leave.

**13.12 Washington State Family Care Act.** As required by state law, if the employee is entitled to PTO or EIB, then the employee shall use the employee's choice of PTO or EIB:

- (a) A child of the employee with a health condition; or
- (b) A spouse, registered domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

An employee may not take leave under this provision until it has been earned. Except for the choice of leave, the employee taking leave under the circumstances described herein must comply with applicable policies, including physician certification of health condition and the requirement to use PTO first for each call in. (WAC 296-130-030)

## **ARTICLE 14 - NO STRIKE/NO LOCKOUT**

**14.1** It is agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees and (b) neither the employees nor their agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organizations' picket line. Any employee participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to discipline up to and including discharge, as the Employer may direct.

This provision shall not be interpreted to prohibit an individual employee from participating in picketing or other publicity activity engaged in by a labor organization other than the Union, so long as the employee is off work and on their own time and neither the Union nor any of its agents encouraged the employee to engage in such activity.

## ARTICLE 15 - COMMITTEES

**15.1 Labor Management Committee.** The Employer and the Union shall establish a Labor Management Committee to assist with personnel and other mutual problems including state/federal mandated changes. The purpose of the Labor Management Committee shall be to foster improved communications between the Employer and the employees. The function of the Committee shall be limited to an advisory rather than a decision making role. The Committee shall consist of representatives of management and representatives of the employee covered by this Agreement with up to three (3) employee representatives who will be selected by the bargaining unit employees. A Union staff representative may attend at the request of the bargain unit employees.

**15.2 Safety Committee.** The Union may select its employee representatives for the Employer's Safety Committee subject to state law requirements.

**15.3 Compensation.** Employees shall be compensated for attendance at Employer established committee meetings at the applicable rate of pay, (i.e. straight time or overtime).

## ARTICLE 16 - EMPLOYEE EDUCATION/LICENSE

**16.1 In Service.** In service education programs shall be maintained and made available to all shifts and to all personnel, with programs posted in advance. The posting will include whether attendance is mandatory. Time spent at mandatory in service meetings will be paid at the appropriate rate of pay. Voluntary attendance at an unrelated in service is not compensated. In service programs related to the employee's job will be compensated as regular hours worked.

**16.2 Expenses.** The Employer will reimburse employees for all approved expenses the employees incur while attending educational offerings at the request of the Employer.

**16.3 Employee Professional Development.** After one (1) year of continuous employment, subject to budgetary considerations, employees will be provided professional development leave for the purpose of enhancing the employees' clinical skills (at rates of pay) according to the following schedule:

Regularly Scheduled to Work at Time	On-call, less than 16 hours – not eligible
Leave is Requested:	16-23 hours per week – 8 hours
	24-35 hours per week – 16 hours
	36-40 hours per week – 24 hours

**16.3.1 Professional Development Expenses.** Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs for job classifications, such as course tuition and registration fees and certification exams, up to the amount set forth for each employee in the following reimbursement schedule. Such financial assistance shall be subject to the approval of the



subject matter, verification of attendance and/or completion of the course, and temporary budgetary and staffing constraints as determined by the manager. Unused amounts shall not be carried from one calendar year to the next.

FTE	Dollars
0.75-1.0	\$500.00
0.6-0.74	\$400.00
0.3-0.59	\$225.00

**16.4 Tuition Reimbursement.** Upon ratification, after a 180 day introductory period, all benefits-eligible full time (0.75 and above) caregivers may be reimbursed up to \$5,250. Upon ratification, after a 180 day introductory period, part-time caregivers (0.5 FTE and above) may be reimbursed up to \$2,625. Use of funds must be approved by management pursuant to the Tuition Education Reimbursement Policy.

## ARTICLE 17 - GRIEVANCE AND ARBITRATION

**17.1** Employees shall first try to resolve all concerns and disputes informally with the employee's immediate manager as soon as possible. When necessary, a grievance shall be submitted to the following procedure. A "grievance" is defined as any alleged violation of the terms and conditions of this Agreement.

### **17.2 Grievance Procedure.**

**Step 1 Employee, and Union representative/Unit representative, if requested by the employee or manager, with the Immediate Supervisor.** If an employee has a grievance, the employee must first present the grievance in writing to the immediate supervisor within twenty one (21) calendar days from the date the employee was or should have been aware that the grievance existed. The grievance shall include: 1) the article of the contract that has been violated. 2) the circumstances under which the problem occurred, including dates and other employees who may have been involved, and 3) the requested resolution to the problem. Upon receipt thereof, the immediate supervisor and/or the Department Head shall meet and with the employee and Union representative/Unit representative attempt to solve the problem and shall respond in writing to the employee within fourteen (14) calendar days following the meeting.

**Step 2 Employer, Union/Unit representative and Department Director.** If the matter is not resolved to the employee/Union's satisfaction at Step 1, the employee/Union shall submit the grievance to the Department Director within fourteen (14) days of Step 1 response. A conference between the employee, the Union/Unit Representative and the Department Director shall be held. The Department Director shall issue a written reply within fourteen (14) calendar days following the meeting.

Where a grievance involves a group of employees and more than one department, the Union may initiate a grievance at Step 2 by contacting Human Resources to determine the appropriate Director(s) and providing individual grievant names and information as to how the issue has impacted each of the grievants.

**Step 3 Employee, Unit Representative, Union Staff Representative and Human Resources Director.** If the matter is not resolved to the employee's satisfaction at Step 2, the grievance shall be referred in writing to the Human Resources Director (and/or designee) within fourteen (14) calendar days of the Department Director's decision. A conference between the employee and at the request of the employee, a Local 21 Staff Representative and the Human Resources Director or designee shall be held. The Human Resources Director (or designee) shall issue a written reply within fourteen (14) calendar days following the meeting.

**Step 4 Mediation (Optional).** The Employer and the Union may mutually agree to submit an unresolved grievance to mediation. Costs of mediation, if any, shall be shared equally by both parties. The mediation process may be terminated through written notice to the other party at any time.

**Step 5 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, either party may submit the issue in writing to arbitration within fourteen (14) calendar days following the written reply of the Human Resources Director (and/or designee). 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 (1) name remains. The first strike will be determined by a coin toss. The person whose name remains shall be the Arbitrator. The Arbitrator's decision shall be final and binding subject to limits of authority stated herein.

**17.3** The Arbitrator shall have no authority to add to, delete from, disregard, alter or otherwise change or modify any of the provisions of this Agreement but shall be authorized only to interpret the specific facts of the issue in dispute. The Arbitrator shall base his or her decision solely on the specific contractual obligations expressed in this Agreement. The Arbitrator shall not require either the Employer or the Union to take or refrain from taking any action unless it is clear from the express words of this Agreement that such result was mutually intended. The Arbitrator shall have no authority to award punitive damages.

**17.4** Each party shall bear one-half (1/2) of the fee of the Arbitrator for an award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing, including the making of an official transcript of the hearing for the Arbitrator. All other expenses, including, but not limited to legal fees, deposition costs, witness fees and any and every other cost related to the presentation of a party's case in this or any other forum shall be borne by the party

incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

**17.5 Time Limits.** Time limits set forth in the foregoing steps may be extended only by mutual consent of the parties involved. A time limit which ends on a Saturday, a Sunday or a holiday designated in Article 10 (Paid Time Off/Extended Illness Bank) hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. In the event the Employer fails to comply with the time limits set forth above the union or the employee can automatically elevate the grievance to Step 2 or Step 3, as the case may be, without any action necessary on the part of the employee.

## ARTICLE 18 - GENERAL PROVISIONS

**18.1 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws, valid executive orders of the President of the United States or the Governor of the State of Washington, and valid 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 terms of this Agreement. If any provision is held invalid, the Employer and the Union shall enter into the immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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

**18.3 Successorship.** In the event of the sale, merger or transfer of the ownership of the Hospital to an entity not a signatory to this agreement the Hospital will provide the Union sixty (60) days' notice and will meet, at the Union's request, to discuss the impact of such change.

## ARTICLE 19 - DURATION

This Agreement shall be effective upon ratification and continue in effect until June 30, 2025, and from year to year thereafter unless either party gives to the other written notice to open this Agreement at least ninety (90) days prior to the expiration date or any annual anniversary date thereafter.

This Agreement is executed by the parties on the 21st day of March, 2022.

PROVIDENCE REGIONAL MEDICAL  
CENTER EVERETT

UFCW LOCAL 21



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Darren Redick  
Chief Executive Officer



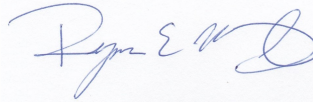
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Faye Guenther, President



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Kathleen Groen  
Human Resources Director



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Regan McBride, Negotiator

## APPENDIX A

The first full pay period following ratification of this agreement, an across the board increase of 2.75% shall be applied to the wage scale.

The first full pay period following August 1, 2022, an across the board increase of 1.25% shall be applied to the wage scale.

The first full pay period following July 1, 2023, Step 11 & Step 27 will increase 2% from the previous step.

The first full pay period following July 1, 2023, an across the board increase of 2.75% shall be applied to the wage scale.

The first full pay period following July 1, 2024, Step 13 and Step 29 will increase 2% from the previous step.

The first full pay period following July 1, 2024, an across the board increase of 2% shall be applied to the wage scale.

The first full pay period following January 1, 2025, an across the board increase of 1% shall be applied to the wage scale.

In addition to the across the board wage increases listed above, the following positions will receive the additional increases the first full pay period following ratification of this agreement:

- Angiography Tech (IRT) – 8%
- Cardiac EP Tech – 8%
- Cardiac Ultrasound Tech – 4%
- Cardiovascular Tech – 8%
- CT Technologist – 2%
- Dosimetrist Sr – 5%
- LPN – 7%
- MRI Technologist – 2%
- Pharmacy Tech – 2%
- Nuclear Medicine Technologist – 5%
- Radiation Therapist I – 5%
- Radiation Therapist II – 7%
- Radiology Technologist – 5%
- Respiratory Care Practitioner I & Respiratory Care practitioner II – 4%
- Surg Tech – 2%
- Surg Tech Certified – 2%
- Therapy Assistant COTA PTA – 5%
- Ultrasound – 4%
- Vascular Technologist – 4%

In addition to the across the board wage increases listed above, the following positions will receive the additional increases one year from ratification of this agreement:

- Angiography Technologist (IRT) – 5%
- Biomed Tech I – 2%
- Cardiac EP Tech – 5%

Cardiac Ultrasound Tech – 2%  
Cardiovascular Tech – 5%  
CT Technologist – 2%  
LPN – 7%  
MRI Technologist – 2%  
Nuclear Medicine Technologist – 3%  
Pharmacy Tech – 2%  
Radiology Technologist – 3%  
Respiratory Care Practitioner II – 1.5%  
Sterile Processing Tech/SPT Cert – 2%  
Surg Tech – 2.5%  
Surg Tech Certified – 2.5%  
Therapy Asst COTA PTA – 3%  
Ultrasound – 2%  
Vascular Technologist – 2%

## **Letter of Understanding**

The wage scales for all multi-modality positions (certified/licensed in both positions) will be updated to reflect rates at 5% above the scale of the higher of the two individual modalities. Multi-modality positions consist of the following:

- Diagnostic/Vascular Ultrasound Tech
- MRI/CT Technologist
- Radiology/CT Technologist
- Ultrasound Tech with Fetal Echo Specialty

**APPENDIX B**  
**Related Classifications**

<b>Job Classification</b>	<b>Related Experience Jobs-1 year credit for 2 years experience</b>	<b>Direct Experience Jobs-1 year credit for 1 year experience</b>	<b>Comments</b>
Anesthesia Technician	Corpsman/Surgical Tech	Surgical Tech	
	ED Tech	Anesthesia Tech/Certified	
	LPN-Acute Care		
	Sterile Processing Tech		
	Endoscopy Tech		
	CRT Sterile Processing Tech		
Angiography Tech	Corpsman-X-Ray Tech non ARRT	Angiography Tech	
	Medical Imaging-All Modalities	Cardiovascular Tech	
	Clinical Rotation: PRMCE	Special Procedures Tech	Another name for Angio or CV Tech
Biomedical Engineer	Electronics Tech/Healthcare related	Biomed Tech 1	
	Test Instrument Tech/Healthcare related	Biomed Tech 2	
		Biomed 3	
		Biomedical Engineer	
Biomedical Technician 1	Electronics Tech/Healthcare related	Biomed Tech 1	
	Test Instrument Tech/Healthcare related		
Biomedical Technician 2	Electronics Tech/Healthcare related	Biomed Tech 1	
		Biomed Tech 2	
Biomed 3	Electronics Tech/Healthcare related	Biomed Tech 1	
	Test Instrument Tech/Healthcare related	Biomed Tech 2	
		Biomed 3	
Cardiac Echo Technologist	Corpsman X-Ray Tech non ARRT	Cardiac Echo Tech	
	Medical Imaging-All Modalities		
	Clinical Rotation: PRMCE-Cardiac Echo Tech, Ultrasound Tech or Vascular Ultrasound Tech		



	Ultrasound Tech		
	Vascular Ultrasound Tech		
Cardio-Pulmonary Practitioner	Paramedic	Respiratory Care Practitioner	
	LPN/RN	Cardio-Pulmonary Clinician	
	Corpsman or Medic in the Armed Forces		
	Respiratory Intern/Respiratory Assistant		
	RCP/Polysomnography Tech		
Cardiovascular Tech	Corpsman-X-Ray Tech non ARRT	Cardiovascular Tech	
	Medical Imaging-All Modalities	Angio Tech	
	Perfusionist	Special Procedures Tech	Another name for Angio or CV Tech
	Clinical Rotation: PRMCE CVL		
	RCP		
	Cardiac Echo Tech		
CRT Sterile Processing Tech	ED Tech	CRT Sterile Processing Tech	
	LPN-Acute Care	Surgical Tech	
	Corpsman	Sterile Processing Tech	
	Distribution Tech		
	CNA-Acute Care		
CT Tech	Corpsman-X-Ray Tech non ARRT	CT Tech	
	Clinical Rotation: PRMCE-X-ray		
	Certified Radiology Technologist MRI Tech		
	Pet/Ct Tech Radiology Tech		
Diet Technician	Diet Assistant	Diet Technician	
EEG Tech	EEG Intern/Trainee	EEG Tech	
	Polysomnography Tech 1	Polysomnography Tech 2	
Endoscopy Technician	Corpsman/Surgical Tech	Surgical Tech	
	ED Tech	Endoscopy Tech	
	LPN-Acute Care		
	Sterile Processing Tech		

	CRT Sterile Processing Tech		
	CNA-Acute Care		
LPN	LPN-Non Acute Care	LPN-Acute Care	
Mammography Tech	Corpsman-X-Ray Tech non ARRT	Mamo Tech	ARRT Mammography
	Certified Radiology Technologist	Mamo Tech Specialist	
	Clinical Rotation: PRMCE Medical Imaging Radiology Tech		
	Clinical Rotation: PRMCE Mammography		
Mammography Tech Specialist	Corpsman-X-Ray Tech non ARRT	Mamo Tech	ARRT Mammography
	Certified Radiology Technologist	Mamo Tech Specialist	
	Clinical Rotation: PRMCE Medical Imaging Radiology Tech		ARDMS
	Clinical Rotation: PRMCE Mammography		
Mammography Tracking Specialist	Data Entry/Healthcare	Transcription/Healthcare related	
	Medical Records		
Medical Dosemitrist	Medical Imaging-All Modalities	Medical Dosemitrist	
	Clinical Rotation: PRMCE-X-ray	Senior Medical Dosemitrist	
	Clinical Rotation: PRMCE-Rad Onc		
	Corpsman-X-ray Tech non ARRT		
	Radiation Therapist		
Medical Dosemitrist, Senior	Medical Imaging-All Modalities	Medical Dosemitrist	
	Clinical Rotation: PRMCE-X-ray	Senior Medical Dosemitrist	
	Clinical Rotation: PRMCE-Rad Onc		

	Corpsman-X-ray Tech non ARRT		
	Radiation Therapist		
MRI Tech	Corpsman-X-Ray Tech non ARRT	MRI Tech	
	Clinical Rotation: PRMCE-X- ray		
	Ultrasound Tech		
	Vascular Tech		
	CT Tech		
	Certified Radiology Technologist Radiology Tech		
Nasal CPAP Specialist	EEG Tech	Nasal CPAP Specialist	
	Polysomnography Tech 1	RCP/Polysomnography Tech	
	Polysomnography Tech 2	RCP	
		Cardio-Pulmonary Clinician	
Nuclear Med Tech	Corpsman-X-Ray Tech non ARRT	Nuclear Med Tech	
	Radiology Tech	Pet/CT Tech	
	MRI Tech		
	CT Tech		
PET CT Nuclear Med Tech	Corpsman-X-Ray Tech non ARRT	Nuclear Med Tech	
	Radiology Tech	Pet/CT Tech	
	MRI Tech		
	CT Tech		
Pharmacy Technician	Pharmacy Assistant	Pharmacy Technician	
Polysomnography Tech 1	RN	Polysomnography Tech 1	
	LPN-Acute Care	EEG Tech	
		RCP	
		Cardio-Pulmonary Clinician	
Polysomnography Tech 2	RN	Polysomnography Tech 2	
	LPN-Acute Care	EEG Tech	
	Polysomnography Tech 1	RCP	
		Cardio-Pulmonary Clinician	

Pulmonary Rehab Specialist	Respiratory Care/Cardio-Pulmonary RCP or Cardiopulmonary Practitioner	Pulmonary Rehab Specialist	Needs to be licensed RCP
	RN		
	Exercise Specialist/Physiologist		
	Physical/Occupational Therapist		
	Personal Fitness Trainer-Certified		
	Athletic Trainer-Certified		
Radiation Therapist (RTT)	Medical Imaging-All Modalities	Radiation Therapist (RTT)	
	Clinical Rotation: PRMCE-X-ray	Medical Dosemitrist	
	Clinical Rotation: PRMCE-Rad Onc		
	Corpsman-X-ray Tech non ARRT		
Radiology Technologist	Corpsman-X-Ray Tech non ARRT	Radiologic Technologist	
	Clinical Rotation: PRMCE-X-ray	CT Tech	
		MRI Tech	
RCP/Polysomnography Tech	EEG Tech	Nasal CPAP Specialist	
	Polysomnography Tech 1	RCP/Polysomnography Tech	
	Polysomnography Tech 2	RCP	
	LPN/RN	Cardio-Pulmonary Clinician	
Respiratory Care Practitioner	Paramedic	Respiratory Care Practitioner	
	LPN/RN	Cardio-Pulmonary Clinician	
	Corpsman or Medic in the Armed Forces		
	Respiratory Intern/Respiratory Assistant		
	RCP/Polysomnography Tech		
Resident Surgical Tech	None	none	Only one rate
Sterile Processing Tech	ED Tech	Sterile Processing Tech	
	LPN-Acute Care	CRT Sterile Processing Tech	
	Corpsman	Surgical Tech	
	Distribution Tech		
	CNA-Acute Care		
Surgical Technician	Corpsman/Surgical Tech	Surgical Tech	

	ED Tech	Anesthesia Tech/Certified	Needs to be a certified tech
	LPN-Acute Care		
	Sterile Processing Tech		
	Endoscopy Tech		
	CRT Sterile Processing Tech		
Therapy Assistant (COTA/PA)	None	Therapy Assistant	
Ultrasound Tech	Corpsman-X-ray Tech non ARRT Medical Imaging-All Modalities	Ultrasound Tech	
	Clinical Rotation: PRMCE-Ultrasound	Vascular Ultrasound Tech	
	Cardiac Ultrasound Corpsman or Medic in the Armed Forces		
Vascular Ultrasound Tech	Corpsman-X-ray Tech non ARRT Medical Imaging-All Modalities	Vascular Ultrasound Tech	
	Cardiac Ultrasound	Ultrasound Tech	
	Clinical Rotation: PRMCE-Ultrasound Corpsman or Medic in the Armed Forces		
Licensed Instructors will receive full credit for the position in the same classification			
Clinical Manager	< 25% of time worked clinically	> 25% of time worked clinically	

**UFCW LOCAL 21  
and  
PROVIDENCE REGIONAL MEDICAL CENTER EVERETT**

**LETTER OF UNDERSTANDING – LABOR MANAGEMENT COMMITTEE**

The parties agree to reinvigorate the Labor Management Committee per Article 15.1, Labor Management Committee. Within ninety (90) days of ratification, the Labor Management Committee will reconvene and focus on setting the schedule and agenda items for the next twelve (12) months. If after ninety (90) days following the first such meeting the parties agree that committee training would be beneficial, parties will arrange for Labor Management Committee training from Federal Mediation Conciliation Services (FMCS). The parties will arrange for a facilitator to attend and facilitate the first Labor Management Committee following ratification. Issues related to staffing may be placed on the agenda for Labor Management Committee.

## LETTER OF UNDERSTANDING - STAFFING CONCERNS

Employees who have concerns about staffing may address those concerns under the following process:

- Employee(s) who have staffing concerns (related to staffing levels or excessive workloads) are encouraged to document their concerns and address the issues directly with their supervisor/manager.
- After doing so, any employee(s) who are not satisfied with supervisor/manager response to the staffing concern or if the employee(s) does not receive a response in a timely manner, they may take their concerns to their Union representative to request the issues be taken to the Labor Management Committee for inclusion on a meeting agenda.
- Up to two employees from any department affected will attend a Labor Management Committee, at a time when approved for the agenda, to discuss their concerns.
- The Labor Management Committee shall discuss the concerns and shall make written recommendations on ways to resolve the issues. Responses to the recommendations will be presented to the Labor Management Committee members in writing within fourteen (14) days of receiving the recommendations.

PRMCE may not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Labor Management committee; or an employee who notifies the Labor Management committee; or hospital administration about concerns about staffing.

PRMCE shall make every good faith effort to fill approved posted positions and fill absences including using temporary, per diem, agency and scheduling overtime.

## LETTER OF UNDERSTANDING

**Parking.** Bargaining Unit employees will pay for parking under the same terms and conditions as all other represented bargaining units at PMRCE, with anticipated effective date no earlier than October 1, 2023, at the following rates:

- \$25.00 per month for .6 FTE and higher
- \$15.00 per month for .5 FTE and lower
- \$4.00 per day if caregivers do not choose monthly parking.

The Hospital and Union also agree to jointly request assistance from local government authorities to mitigate the need for paid parking through adjusted bus routes or other incentives to promote public transportation. A member of this bargaining unit may be included on the "Paid Parking and Single Occupancy Vehicle Caregiver Involvement Team", which has been set to be established to engage in items such as commuter benefits, reimbursements for claims involving unavailable parking by monthly payors, safety issues, and the feasibility of complimentary hospital shuttling. The Hospital will develop a "Paid Parking Assistance Fund" ("Fund"), to be funded and awarded at its discretion. A simple application form will be developed no later than sixty (60) days after the paid parking going into effect. The Fund and applications will be administered by Human Resources, or its designee.

**Bonuses.** PRMCE will pay full-time and part-time employees a \$1,750 bonus (pro-rated by FTE), less applicable withholdings and deductions, on the active payroll upon ratification. Payment will be on the next full payroll date following the date of ratification of this Agreement.

PRMCE will pay full time and part time employees a \$3,500 bonus (pro-rated by FTE), less applicable withholdings and deductions, who were on the active payroll and in the bargaining unit both upon ratification and one year from the date of ratification. Payment of this bonus will be on the paycheck closest following one year from the date of ratification.

**Leave and Time-Off Program.** The Union and Employer agree to meet on a regular basis for one year following ratification of this Agreement, or for a mutually agreed upon extended time period, to discuss the potential implementation of a new time-off and leave program on set for implementation during the life of the Agreement, provided the program is mutually agreeable to the Union and the Employer. Should no mutually agreeable solution be reached on the details of the new time-off and leave program, the current contract language will remain in force for the duration of the agreement.

**Transcranial Doppler Sonographer (TCD).** Assignment of TCD duties shall be voluntary. Lead pay shall apply for the whole shift these duties are performed.

**Sterile Processing QA Work.** Sterile processing employees as assigned by management to be responsible for overseeing the defect phone and processes shall receive lead pay for the whole shift when these duties are assigned.

**CT Technologist Weekend Premium.** The parties agree to the implementation of a topic specific sub-committee to address CT Technologists' weekend work. Parties shall work collaboratively and using their best efforts during a ninety (90) day time period to determine whether the four dollar (\$4.00) weekend premium should apply to the CT Technologists.

**Employee Professional Development Budget.** Upon request, the Hospital will provide each year's budgeted amount for professional development funds to the labor management committee.



**Standby Bonus.** If employees are scheduled by the Hospital for large amounts of standby during each half of the calendar year (January through June and July through December) in a department that requires call (i.e. NICU Transport, CVL/EP, Biomed, IR, OR, Ultrasound/Echo, Nuclear Medicine), employees will be paid a bonus, less required withholdings, to be payable no later than the first pay periods in August and February respectively according to the following schedule. The bonus shall not be "pyramided" with other standby bonuses. For example, the bonus for 600 hours, does not pyramid with the bonus for 850 hours. The employee must be employed on the date of payment in order to be eligible for this bonus.

Standby Hours Scheduled	Bonus
600+	\$750
850+	\$1,000
1100+	\$1,200
1300+	\$1,500

Providence Regional Medical Center  
Everett

UFCW Local 21









19	ICT TECHNOLOGIST	41.24	42.17	43.09	43.96	44.85	45.81	46.67	47.57	48.5	49.37	50.3	51.31	53.39	54.46	55.78	57.22	57.22	58.66	58.66	60.75	60.75	62.27	62.27	62.27	63.84	63.84	65.12	65.12	66.43	66.43	68.08	
20	MR/CT TECHNOLOGIST	46.82	48.36	49.86	51.47	53.23	54.86	56.21	57.09	57.68	59.01	60.21	61.42	62.35	63.59	64.84	64.84	66.2	66.2	67.43	67.43	69.41	69.41	70.44	70.44	70.44	71.49	71.49	72.92	72.92	74.38	74.38	76.27
21	BIOMEDICAL TECHNICIAN III	40.15	41.35	42.57	43.83	45.08	46.33	47.54	48.8	50.03	51.31	52.47	53.52	54.61	55.7	56.46	56.46	57.21	57.21	57.92	57.92	59.09	59.09	60.53	60.53	60.53	62.05	62.05	63.3	63.3	64.56	64.56	66.13
22	RADIOLOGYCT TECHNOLOGIST	43.31	44.28	45.25	46.17	47.1	48.11	49.01	49.85	50.83	51.84	52.82	53.88	55.06	57.18	58.57	60.08	60.08	61.59	61.59	63.79	63.79	65.38	65.38	65.38	67.03	67.03	68.38	68.38	69.75	69.75	71.48	
24A	CARDIAC ULTRASOUND TECH ULTRASOUND TECHNOLOGIST	45.02	46.59	48.25	49.86	51.42	53.01	55.12	55.87	57.46	58.9	60.37	61.58	63.14	64.4	65.33	66.31	66.31	67.69	67.69	69.01	69.01	70.76	70.76	70.76	72.16	72.16	73.61	73.61	75.08	75.08	76.97	
25	MRI TECHNOLOGIST	44.59	46.05	47.48	49.01	50.69	52.24	53.53	54.36	54.93	56.2	57.34	58.49	59.36	60.55	61.75	63.02	63.02	64	64	66.41	66.41	70.44	70.44	70.44	71.49	71.49	72.92	72.92	74.38	74.38	76.27	
26	MAMMOGRAPHY TECH SPECIAL PROC	41.45	42.35	43.21	44.05	44.99	45.83	46.68	47.56	48.46	49.31	50.18	51.18	53.33	54.4	55.84	57.28	57.28	58.79	58.79	60.99	60.99	62.52	62.52	62.52	64.08	64.08	65.37	65.37	66.67	66.67	68.33	
27	NUCLEAR MEDICINE TECHNOLOGIST	44.92	46.16	47.38	48.65	49.88	51.12	52.38	53.59	54.9	56.16	57.4	58.55	60.08	61.29	62.32	63.38	63.38	64.46	64.46	66.09	66.09	67.7	67.7	67.7	69.44	69.44	70.83	70.83	72.25	72.25	73.99	
27A	PET CT NUCLEAR MEDICINE TECH	48.41	49.68	51.05	51.98	52.93	53.87	54.8	55.81	56.82	57.54	58.61	59.78	61.93	63.48	64.63	65.71	65.71	66.87	66.87	68.53	68.53	70.25	70.25	70.25	72.01	72.01	73.46	73.46	74.92	74.92	76.77	
28	RADIATION THERAPIST I	47.38	49.08	50.78	52.56	54.4	56.6	58.08	59.84	60.47	61.36	62.62	63.87	65.13	66.44	67.41	68.45	68.45	69.47	69.47	70.86	70.86	72.61	72.61	72.61	74.46	74.46	75.94	75.94	77.46	77.46	79.38	
28A	RADIATION THERAPIST II	50.19	51.08	53.79	55.67	57.64	59.94	62.47	63.41	64.04	65	66.34	67.66	69.08	70.37	71.4	72.52	72.52	73.59	73.59	75.06	75.06	76.89	76.89	76.89	78.86	78.86	80.44	80.44	82.04	82.04	84.07	
29	BIOLOGICAL ENGINEER	47.84	49.13	50.21	51.03	52.55	53.7	54.68	56.01	57.32	58.33	59.51	60.7	62.77	64.02	65.45	66.65	66.65	68.35	68.35	70.5	70.5	72.26	72.26	72.26	74.09	74.09	75.58	75.58	77.09	77.09	79	
31	DIAGNOSTIC RADIOLOGIST	49.21	50.68	52.47	53.99	55.56	57.06	58.71	60.37	61.85	63.29	64.66	66.32	67.84	69.61	71.08	72.47	72.47	74.32	74.32	76.33	76.33	78.33	78.33	78.33	80.84	80.84	82.84	82.84	84.84	84.84	86.83	
32	DIAGNOSTIC RADIOLOGIST	47.28	48.82	50.65	52.47	54.99	57.06	58.71	60.37	61.85	63.29	64.66	66.32	67.84	69.61	71.08	72.47	72.47	74.32	74.32	76.33	76.33	78.33	78.33	78.33	80.84	80.84	82.84	82.84	84.84	84.84	86.83	
23	CARDIOVASCULAR TECHNOLOGIST	46.43	47.52	48.59	49.62	50.66	51.79	52.81	53.82	54.86	56.02	57.12	58.26	60.42	61.63	63.1	64.56	64.56	66.11	66.11	68.33	68.33	70.04	70.04	70.04	71.81	71.81	73.25	73.25	74.71	74.71	76.58	
23A	INTERVENTIONAL RADIOLOGIST	49.23	50.39	51.51	52.61	53.75	54.89	55.98	57.14	58.27	59.37	60.55	61.76	64.03	65.32	66.89	68.45	68.45	70.09	70.09	72.44	72.44	74.26	74.26	74.26	76.11	76.11	77.64	77.64	79.19	79.19	81.17	

# 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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