

Agreement by and between

**UFCW 3000**

and

**PLANNED PARENTHOOD**

GREAT NORTHWEST, HAWAII, ALASKA,  
INDIANA, KENTUCKY

Effective: 6/1/2023 - 5/31/2025

**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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## **PREAMBLE**

This Agreement is made and entered into by and between UFCW Local 3000, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the “Union” and Planned Parenthood Great Northwest, Hawai’i, Alaska, Indiana, Kentucky (PPGNHAIK), hereinafter referred to as the “Employer”. The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment.

## **ARTICLE 1 - UNION MEMBERSHIP –**

**1.1** The Employer recognizes the Union as the exclusive bargaining representative for all full-time and part-time professional and non-professional employees employed by the Employer at its King County, Thurston County, Lewis County, Mason County, Snohomish County, Pierce County, Kitsap County and Clallam County locations, in those job classifications as set forth in Appendix A.

**1.2** The Employer will advise the Union of any new job classifications appropriate to this bargaining unit. In the event any such job classifications are implemented by the Employer, such new job classification(s) shall come under all of the terms and conditions of this Agreement.

## **ARTICLE 2 - NON-DISCRIMINATION –**

**2.1** 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.

**2.2** The Employer shall provide employees adequate access to all-gender restrooms. The Employer respects the rights of all Employees to make their pronouns known and to have their pronouns be honored. The Employer shall make every effort to honor the chosen name any employee would like to use on their ID Badge and, email and any other identification that is not legal documentation that can be viewed by the general public. The employer will not unreasonably deny updates to ID badges/Emails when requested with a chosen name.

**2.3** The Employer and the Union commit to the following anti-racism statement:

The Employer and Union recognize that systemic and individualized racism born out of white supremacy deeply impact the health and wellbeing of our communities, compounding existing disparities and creating intersectional barriers. The Employer and Union are committed to the goal of freedom from racial discrimination, harassment and vilification in the workplace.

In order for us to achieve body autonomy and sexual and reproductive health freedom, the Employer and the Union must work to address racism as a public health crisis by orienting their mission towards a reproductive health justice framework. The parties strives to name and address all forms of racism through community engagement and racial equity impact analysis to inform effective policy and organizational strategy. The parties supports initiatives that address all forms of oppression; however, they believe maintaining an explicit focus on racism is essential to ensuring equity. **As we improve outcomes for Black, Indigenous and People of Color (BIPOC) improve, we improve outcomes for all.**

### **ARTICLE 3 - UNION MEMBERSHIP -**

**3.1 Union Membership** - All employees working under this Agreement who are now members or become members of the Union in good standing shall remain members “in good standing. “In good standing” for the purposes of this Agreement, is defined as the tendering of union dues on a timely basis. It shall also be a condition of employment that all employees working under this Agreement shall, on the thirtieth (30<sup>th</sup>) calendar day following the beginning of such employment, become and remain members in good standing in the Union. The Employer shall inform employees of the foregoing requirement at the time they are employed. Employees who fail to comply with this requirement must be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union.

**3.1.1** Any employee who has a religious belief that forbids membership in a labor organization shall have the right to pay an amount equivalent to Union initiation fees and monthly dues to a 501(c)(3) qualified non-profit organization of the employee’s choice. These religious objections and decisions as to which non-profit will be used must be documented and declared in writing to the Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate non-profit on a monthly basis. Charitable organizations will not include the Employer or Planned Parenthood Federation of America or any of its affiliates.

**3.1.2** A union member in good standing shall be defined as tendering all appropriate fees and dues uniformly required for membership on a timely basis. Failure to comply with this condition after the passing of thirty (30) calendar days shall, at the written request of the Union, result in the immediate discharge of the employee.

**3.1.3** The Employer shall notify the Union of all new hires weekly by furnishing the list referenced in Section 5.5.

**3.1.4** The Union agrees to indemnify, defend and hold harmless the Employer and its directors, officers and agents against any suit, claim, or other kind of liability the Employer may face because of compliance with this Article and information given to the Union in connection with Sections 5.5, et seq.

**3.2 Dues Deduction** - During the term of this Agreement, the Employer shall deduct Union 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. Deductions will be promptly transmitted to the Union by check payable to its order. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include employee's name, phone number (if available), email (If available), social security number, and dollar amount deducted by pay period. 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, defend and hold the Employer and its directors, officers harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee.

**3.3 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 UFCW political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee.

The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the deduction check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) of 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 4 - EMPLOYMENT PRACTICES -**

**4.1 Job Posting** - Job openings within the bargaining unit shall be posted electronically for at least five (5) working days and an email sent to all bargaining unit members' work email addresses notifying them of the job opening, unless circumstances require immediate replacement of the open position in the judgment of the Employer. Employees are not eligible to apply for a posted opening if they are still in a trial period. In the selection process, the Employer shall select the most highly qualified applicant for the position. Where qualifications, skills and abilities are considered equal by the Employer, the senior employee, as defined by Section 8.1, applying for the position

will be given preference. The judgment of the Employer as to qualifications and skills and abilities shall be based on established criteria and shall be fairly and reasonably exercised.

**4.2 Personnel Files** - An employee, by appointment, may review their personnel file, excluding any materials of a confidential nature from former employers or other third parties. No materials shall be removed from the file and an Employer representative shall be present. Prior discipline shall be removed from the Employee's file twenty-four (24) months after the date of discipline.

**4.3 Bulletin Board** - The Union will be allowed the use of bulletin board space in each facility as designated by the Employer. Such space shall be used for the posting of official union meeting notices, which shall be signed by an authorized representative of the Union. The Employer retains the right to remove any material that does not comply with this provision.

**4.4 Notice of Resignation by Employee** - Regular employees shall be required to give no less than fourteen (14) calendar days written notice of intended resignation; provided, however, the following regular employees shall be required to give at least thirty (30) calendar days written notice of intended resignation: Clinical Trainer; Registered Nurse; Clinician; Float Clinician. Failure to give such notice or failure to work through the agreed upon date for termination (per Section 12.8) shall result in loss of any accrued vacation. Extenuating circumstances will be considered on a case by case basis, however, if an employee does not provide the minimum notice described above, in no case will the Union file a grievance regarding the Employer's decision to grant or deny accrued vacation based on extenuating circumstances.

**4.5 Notice of Termination by Employer** - Regular employees shall be entitled to at least fourteen (14) calendar days written notice of termination or pay in lieu thereof, based on scheduled workdays, plus any accrued vacation pay; provided, however, that regular employees in the following job classifications shall be entitled to at least thirty (30) calendar days written notice of termination or pay in lieu thereof, based on scheduled workdays, plus any accrued vacation pay: Clinical Trainer; Registered Nurse; Clinician; Float Clinician. In the event an employee is discharged for cause, this Section 4.5 shall not apply.

**4.6 Discipline and Discharge for Just Cause** - Discipline and discharge shall be for just cause. Employees who have been discharged by the Employer shall be given a written statement of the cause of discharge at the time of discharge.

**4.7 Temporary Supervisory Assignment** - When an employee is assigned by management in writing to assume the supervisory function of an Employer-designated supervisor or manager for six (6) consecutive working days or more, the supervisory substitute will be paid an additional salary increment of 20% over their existing salary/wage step until the end of such assignment.

**4.8 Work from Home Assignments** – The Employer retains the right to designate positions that are appropriate for remote work and approve employees for doing so. Such assignments shall be by mutual agreement. Except in cases of emergencies, employee performance, and technological needs, the Employer will give employees 30 days' notice of a requirement to

return to the office.

## **ARTICLE 5 - UNION REPRESENTATIVES -**

**5.1 Access to Facilities** - Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of investigating alleged grievances and performing other essential functions as representatives of the bargaining unit. The Union representative must first notify the appropriate Employer representative of their intent to enter the premises, and no interference with the work of the employees or the operations of the facilities shall result. The Union representative shall follow all Employer visitor sign in procedures.

**5.2 Steward** - The Employer shall recognize Union Stewards as designated by the Union. The Union shall promptly notify the Employer of the names of all stewards, and shall submit an updated list to the Employer as changes occur. Union business performed by stewards shall be conducted during non-working time and in non-working areas of the facility. It is understood that the term "non-working time" refers to the non-working time of both the steward and any employee(s) with whom the steward comes in contact.

**5.3 Contract Distribution** - The Employer shall distribute a copy of this contract and the membership form as part of the electronic on boarding process, to each newly hired bargaining unit employee. The Union shall supply the Employer with a nominal number of copies of the contract for distribution.

**5.4 New Employee Orientation** - The Employer agrees to provide 30 minutes of time during each monthly new employee orientation at which a representative of the Union may present information regarding the bargaining unit and the Union. New employees will not be required to attend this presentation, but will be paid at their regular rate of pay if they attend this 30 minute presentation. Stewards may be released to perform the presentation as Union business pursuant to Section 5.2, above. Prior to the presentation the Union will provide to the Employer any materials to be presented during this time. The anticipated New Employee Orientation annual schedule will be shared with the Union.

**5.5 Bargaining Unit Information-** Quarterly, the Employer shall provide the Union a list of all employees covered by this Agreement who were hired or terminated, or who transferred into or out of the bargaining unit during the prior month. This list shall include the name, address, social security number, telephone number, wage rate, job classification, FTE status, and date of hire, termination or transfer. The list may include personal email addresses, if provided. One week prior to each new employee orientation, the Employer shall provide the Union a list of newly hired employees.

**5.6 Private Meeting Space** - The Employer shall make available a private meeting space/room for grievance administration, investigatory meetings or other meetings that require a confidential space, unless current business operations preclude the Employer from making such space



available to be judged by the sole discretion of the Employer.

**5.7 Unpaid Time Off for Union Business** - Provided there is no interference with business operations, Union members may be granted unpaid time off to work for the Union. Leave will not be unreasonably denied. Upon return, the employee will retain the employee's former position, wages, benefits and seniority date. Health insurance coverage continues during unpaid Union Business leaves of absence of less than 30 days.

## **ARTICLE 6 - MANAGEMENT RIGHTS AND RESPONSIBILITIES -**

**6.1** The Union recognizes that the Employer has the obligation of serving the public with the highest quality of services, efficiently and economically. Therefore, except as specifically limited, abridged or relinquished by terms and provisions of this Agreement, the Union recognizes the right of the Employer to operate and manage the facilities, including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine working schedules and job assignments; to add or to delete positions; to determine the material and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements and qualifications; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to sub-contract or discontinue work for economic, medical or operational reasons; to select and hire employees; to transfer employees; to promote and demote employees; to discipline and/or discharge employees for cause; to lay off employees for lack of funds or work and to recall employees; to require reasonable overtime work of employees; to promulgate and revise rules, regulations, and personnel policies, provided such right shall not be exercised as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

**6.2 Non-Waiver of Rights:** If the Company does not exercise any function reserved to it, or if it exercises such function in a particular way, such conduct shall not be deemed a waiver of its rights to exercise such function in the future or preclude the Company from exercising the same function in some way not in conflict with an express prohibition contained within this Agreement.

## **ARTICLE 7 - DEFINITIONS -**

### **7.1 Trial Period**

**7.1.1** A newly hired employee will be on a ninety (90) calendar day trial period of employment. Employees shall receive a written performance evaluation on or about the ninetieth (90th) day of employment. During this trial period, the employee may be discharged by the Employer without recourse to the grievance procedure. All applicable benefits provided herein will accrue, but may not be fully accessible, during this initial trial period. The initial trial period may be extended up to three (3) additional months, with notification to the Union, upon request of the Employer when additional time is required

for evaluation.

**7.1.2** In the event the employee transfers or is promoted within the bargaining unit and cannot meet the new job performance standards as determined by the Employer within this ninety (90) day trial period; during this 90-day trial period, the employee has recourse within the grievance procedure and all applicable benefits provided within this contract. The employee will be eligible to return to the same or an equivalent open position and salary for which they are qualified to perform in the judgment of the Employer. This judgment shall be fairly and reasonably exercised.

**7.2 Regular Employee** - A regular employee, so classified on the Employer's personnel records, is one who has satisfactorily completed the trial period and is assigned duties associated with a regular full- or part-time position as set forth in this Agreement.

**7.3 Full-Time Employee** - A full-time employee is one who works a thirty-seven and one-half (37.5) hour workweek and is hired on a regular basis. Full-time employees are eligible for benefits as described in this Agreement.

**7.4 Part-Time Employee** - A part-time employee is one who is regularly scheduled to work less than a thirty-seven and one-half (37.5) hour week and is hired on a regular basis. Part-time employees working twenty (20) hours a week or more are eligible for pro-rated medical benefits. Part-time employees, upon assuming full-time status without a break in service, shall have seniority rights dating from the original date of hire.

**7.5 Temporary Employee** - A temporary employee is an employee hired to work during a period when additional work of any nature requires a temporarily augmented workforce, or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation or other leave of absence periods. Temporary employees are not covered under the terms of this Agreement and shall have no rights or obligations as accorded herein. An employee shall be considered temporary for a maximum of ninety (90) calendar days. The Employer may extend the temporary employment period up to ninety (90) additional days with prior written notification to the Union of such extension. If retained in the same position, all temporary employment will count toward the employee's trial period.

**7.6 Per Diem Employee** - A per diem employee is one who is irregularly scheduled to work not more than one thousand (1,000) hours per year. No per diem employee will permanently displace any regular employees or their work hours, except in cases of emergency, sick leave, vacation, or leave of absence. Per diem employees are not covered under the terms of this Agreement and shall have no rights or obligations as accorded herein.

## ARTICLE 8 - SENIORITY/LAYOFF/RECALL -

**8.1 Seniority Defined** - Seniority shall mean an employee's continuous length of service from most recent date of hire. Seniority shall not apply until the employee has successfully completed the required trial period (*see* Section 7.1).

**8.2 Layoff** - In the event a permanent or prolonged reduction in personnel is determined to be necessary, the Employer shall give as much notice as practicable to those affected employees. The Employer will give the Union, as well as regular full-time and part-time employees involved no less than the minimum number of calendar days' notice required by Section 4.5 prior to the impending layoff. If the circumstances allow, the Employer may give an affected employee pay (based on scheduled hours) in lieu of notice for some or all of the notice period. Upon request, the Union and the Employer shall meet no later than five (5) days from the date of the notice of layoff to review the layoff and discuss potential options to avoid layoff. Volunteers will be sought first among the incumbents in the affected job classifications at the affected location. Where a layoff affects a job classification across multiple locations, volunteers will be sought first among the incumbents of the classification. After any volunteers have accepted layoff status, seniority shall be the determining factor in such layoff provided qualifications, skills and abilities are considered equal. The Employer shall be the judge of whether the qualifications, skills and abilities of employees are equal. This judgment shall be fairly and reasonably exercised.

**8.2.1** An employee who has been displaced due to a layoff at their location may accept the layoff, accept an open position for which they are qualified or may displace (bump) a less senior employee in their same job classification (or a lower job classification that they previously held and satisfactorily performed) on the low seniority list, provided the employee's skill and ability are considered equal. The least senior list will consist of an equal number of positions being laid off within the job classification. Any employee who is on the least senior list and is bumped may accept an open position for which they are qualified in lieu of being laid off provided the employee's skill and ability are considered equal. The Employer shall be the judge of whether the skill and ability of employees are equal. This judgment shall be fairly and reasonably exercised. Provided, however, that for purposes of this Section only, an employee will be considered to have equal skill and ability, if in the Employer's opinion, the employee who seeks to bump should be able to function independently at a satisfactory performance level with no more than five (5) shifts of orientation. If an employee has not achieved a satisfactory level of performance after completing five (5) shifts of orientation, the employee will be subject to layoff and placement on the recall roster.

**8.3 Recall** - Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. Whenever vacancies occur, employees will be reinstated subject to Article 8.2. Employees must keep the Employer informed of their current address and email (if available) for purposes of notification. Failure to do so shall relieve the Employer of any further obligation to recall such employee to work. There shall be no loss to

accruals or accrual rate during the one year of recall. Sick leave balances shall be reinstated within one year of recall. A recalled employee will maintain their original seniority.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME -**

**9.1 Regular Facility/Office Hours** - It is understood that the service nature of the Employer requires a variable work scheduling policy as determined solely by the Employer.

**9.1.1** The Union and Employer recognize that client demands for expanded service must be considered along with the needs of employees regarding scheduling issues. Expanded hours shall be discussed with affected staff prior to any implementation, which may include use of the Labor Management Committee in Article 24 herein at the request of either party. The Employer and employees shall consider innovative scheduling models as a method of addressing expanded hours of operation.

**9.1.2** The Employer shall schedule employees two (2) consecutive days off, unless mutually agreed otherwise, and shall not schedule employees more than two (2) evenings per week except in emergency situations as determined by the supervisor, or unless mutually agreed otherwise, or work beyond 6:30 PM is included in an employee's regularly scheduled shift, or a float employee is assigned to work a shift that goes beyond 6:30 PM. An evening shift is defined as time worked after 6:30 PM. If in an emergency situation an employee is required to work more than two (2) evenings in a week, all time worked after 6:30 PM on the additional evening(s) shall be paid at time and one-half (1-1/2) the employee's regular rate of pay. An emergency is defined for purposes of this Section 9.1.2 as any unforeseen, unplanned or unscheduled situation that calls for prompt remedial action.

**9.2 Work Week/Day** - Full-time employees shall normally work a total of thirty-seven and one-half (37.5) hours per week, not including meal breaks. The work day shall normally consist of seven and one-half hours plus an unpaid meal period at least thirty minutes not to exceed one-hour.

**9.3 Overtime** - Overtime shall be compensated under the conditions set forth below. All overtime must be approved in advance by the employee's supervisor unless it is an emergency as defined in Section 9.1.2. Paid time off shall not count as time worked for purposes of computing overtime.

**9.3.1 Hourly Employees** - Employees who are deemed by the Employer to be nonexempt under the Fair Labor Standards Act or Washington Minimum Wage Act are hourly employees. Employees working a five (5) seven and one-half (7.5) hour shifts, shall receive one (1) hour of pay for each hour worked over thirty-seven and one-half (37.5) hours up to and including forty (40) hours in a seven (7) day period. Hourly employees shall be paid at the rate of time and one-half (1.5) the employee's regular rate of pay for all time worked over forty (40) hours in a seven (7) day period.

**9.3.2 Salaried Employees** - Employees who are deemed by the Employer to be exempt under the Fair Labor Standards Act or Washington Minimum Wage Act are salaried employees. During the term of this Agreement, the Employer shall notify the Union of any new salaried positions within the bargaining unit.

**94 Meal Periods** - Employees who work more than five (5) hours but less than seven and one-half (7.5) hours per day must take at least a one-half (.5) hour unpaid meal period no less than two (2) hours but not more than (5) hours from the beginning of their shift, and as close to the mid-point of the shift as possible without unduly interrupting client services. The unpaid meal period shall not exceed one (1) hour in length. Employees are free to leave the work premises and are relieved from all duties during their meal periods. If the employee is unable to leave their work station due to work responsibilities beyond the employee's control and a meal period cannot be taken, such time will be compensated in accordance with Section 9.3 herein. If the employee voluntarily chooses to waive any meal period and work through the meal period, they must submit a written waiver to their manager.

**95 Rest Breaks** - Employees must take a paid rest break of fifteen (15) minutes for every four (4) hours worked, with the first paid rest break to be taken within the first three hours of their shift. Employees working a seven and one half (7.5) hour shift must take a paid rest break of fifteen (15) minutes, during each half of their shift. Rest breaks must be scheduled as near as possible to the mid-point of each half of the shift, but employees must not work more than three (3) hours without taking a paid rest break.

**9.6 Work Schedules** - Scheduled hours of work shall be posted by the twentieth (20th) day of the month preceding the scheduled month. There shall be no changes made in a posted schedule unless by mutual agreement, except in the event of an emergency situation as determined by the Employer. Such determination shall not be unreasonably applied.

**9.6.1 Innovative Work Schedules** – Innovative work schedules are those schedules which differ from those defined in Section 9.2 and may be established by mutual agreement between the Employer and the employee(s) involved. The Employer shall give the Union 30 days' notice upon creation of new department/facility innovative work schedule for employees.

**9.7 Multiple Positions** - An employee who is scheduled to work in more than one job classification will be paid at the appropriate rate for all hours worked in each such job classification.

**98 Meetings** - All meetings where attendance is mandatory as determined by the Employer shall be paid for as hours worked.

**99 Time Off Between Shifts** - The Employer shall schedule employees for at least twelve (12) hours off between shifts, except in emergency situations or when the employee agrees to work with less than twelve (12) hours off.

**9.10 FTE Adjustment** – A part-time employee who has worked above their FTE status for at least three consecutive months for reasons other than filling in for sick leave, vacations, leaves of absence, or temporary coverage of unfilled posted positions, may request that the Employer review and adjust their FTE status.

**9.11 Low Census** - The Employer may temporarily reduce staff in response to reductions in patient visits, utilization or other available work.

**9.11.1** Prior to assigning involuntary low census, the Employer shall seek volunteers from within an affected job classification on the affected shift within the administrative department or health center. If volunteers are insufficient, the Employer will next low census in the following order scheduled staffing or temporary agency personnel, employees working in excess of their FTE, and per diem staff on the affected shift. If those steps do not reduce staffing to the level needed in a particular job classification on a particular shift, and provided that qualifications, skills, experience and ability of the individuals who are scheduled on an affected shift are not over-riding factors in the opinion of the manager, the Employer shall assign involuntary low census hours on a rotational basis equitably among full- and part- time staff on the affected shift within the impacted job classification in the affected administrative department or health center.

**9.11.2** Unless low census needs to be assigned mid-shift, the Employer will endeavor to notify an affected employee of low census prior to the beginning of the scheduled shift. Pre-shift notification will be made to the employee's phone number of record. When an employee is placed on low census, unless assigned on-call duties under Section 10.6, the employee shall not be expected to be available to report for or return to work. Low censused full- or part-time employees may at their option use accrued vacation in increments of not less than one hour provided such employees have otherwise completed the length of service which is a pre-condition to the use of such paid timeoff.

**9.11.3** A low census sheet/rotation record will be available in each department or health center to both provide a way to volunteer for low census and to document assignments of involuntary low census hours. The list shall be maintained by job classification within the administrative department or health center. When an employee has been involuntarily low censused within their job classification within the department or health center, they will not be involuntarily low censused again unless all qualified employees in the same job classification scheduled on the same shift have received as many involuntary low census hours.

**9.12** Employees in float classifications will float within their assigned sector as defined below. No float shall be required to float outside their assigned sector; however, a float may indicate their willingness to float in other sectors. In emergency situations a float may be assigned to a location outside their sector.

Upon hire or transfer to a new float position, the Employer may create custom sectors on an

individually agreed basis as well as honor any existing float arrangements.

North Sector: Marysville, Everett, Lynnwood, Northgate, University District, Central District, Eastside-Bellevue, White Center.

South Sector: Federal Way, Tacoma, Puyallup, Olympia, Centralia, Bremerton.

## **ARTICLE 10 - SALARIES/WAGES -**

**10.1** Wages as set forth in the matrix attached as Appendix A for all positions shall be effective June 1, 2023. The wage spreadsheets listing raises for each employee have been provided to the Union to be maintained on a confidential basis.

June 1, 2024: Across the board increase to wage Appendix (i.e. across the board increase to each employee's wage): 3%.

**10.2 Contract Minimums-** The Employer may in its fair and equitable discretion, pay wages in excess of those set forth in this Agreement. Any employee already receiving more than the minimum set forth in Appendix A for their classification shall suffer no reduction as a result of this Agreement.

**10.2.1** Minimum Wage: If the state or local minimum wage is above any percentile of the current wage scale, the parties will meet to bargain the effects of the minimum wage increase.

### **10.3 Travel**

**10.3.1** Automobile Mileage - An employee who is required to travel between sites during their working hours on official business of the Employer, shall be compensated at their regular rate for that time in such travel, reimbursed for use of the employee's personal vehicle at the same rate per mile as established by the IRS and reimbursed for Ferry fares and parking fees incurred as a result of such travel. An accurate log of all mileage and specific time traveled shall be kept by the individual employee, to be submitted through the Employer' current account reimbursement system. Falsification of mileage or time records may subject the employee to discipline and possible discharge.

**10.4 Promotions** - When an employee is promoted to a higher level classification within the bargaining unit, the employee shall be placed on the wage/salary matrix considering internal equity with incumbents in the same or similar position.

**10.5 Weekend Premium** - An employee who is scheduled to work on the weekend shall receive a premium of two dollars fifty cents (\$2.50) an hour for all scheduled hours worked on a weekend. "Weekend" is defined as 12:00 a.m. Saturday to 11:59 p.m. Sunday.

**10.6 Clinician On-Call Premium** - Clinicians who are assigned by the employer to be on call for 24-hour emergency consultation shall be provided a cell phone and shall be paid as follows: a premium of \$90/day while on call Monday – Thursday and a premium of \$110/day while on call Friday – Sunday and holidays. When any Clinician is on call, they are covering calls that may originate from any PPGNHAIK health center. The Employer recognizes that generally taking an on-call assignment is voluntary.

**10.7 Bilingual Premium** - Subject to the employer’s initial and ongoing assessment, bilingual employees who use their ability in the workplace shall be paid (\$1.00) for each hour worked, including travel, in addition to their base pay.

**10.8** If a new employee is hired above the wage of any current employee in that job classification with the same or greater years of applicable and comparable experience paid at lower wage, that current employee will be brought up to the new employee's wage within thirty days (30) days of the new employee’s hire date. If the pay inequity is not noticed within the thirty-day (30) timeframe, the employee will be brought up to the new employee’s wage as soon as administratively possible.

**ARTICLE 11 - HOLIDAYS -**

**11.1** Regular full-time employees and part-time employees pro-rated, who have completed 30 days of employment, shall be granted the following paid holidays.

- |                        |                        |
|------------------------|------------------------|
| New Year’s Day         | Labor Day              |
| Martin Luther King Day | Thanksgiving Day       |
| Memorial Day           | Day After Thanksgiving |
| Juneteenth             | Christmas Day          |
| Independence Day       | 2 Floating Holidays    |

**11.2 Holiday Pay** - Whenever a regular, full-time or part-time employee is required to work on a holiday, they shall be paid at the employee’s regular rate of pay for all hours worked, plus, at the Employer’s discretion either (1) holiday pay or (2) may be scheduled to take a different day off during the same week.

**11.3 Holiday During Vacation** - If a holiday falls during a full-time employee’s vacation, that day will not be counted against the employee’s vacation.

**11.4 Holiday Pay Computation** - Full-time employees shall receive eighty-two and a half (82.5) hours (pro-rated for part-time employees) holiday pay per calendar year. For part-time employees, the proration will be based on their existing scheduled part-time status. A holiday calendar will be distributed at the beginning of each calendar year. If an employee’s health center is not scheduled to be open on a holiday (usually a Monday holiday), or if the employee is not scheduled to work on a day that is a holiday, they will be paid for that holiday based on their employment status. Maximum holiday pay per year is eighty-two and a half (82.5) hours for full-



time employees.

**ARTICLE 12 - VACATION -**

**12.1** Full-time employees shall receive a minimum of thirteen (13) paid vacation days per year. Vacation is awarded on a calendar year basis and vacation hours are available on January 1<sup>st</sup>. Employees hired after January 1<sup>st</sup> will have their vacation hours pro-rated for the remainder of the calendar year.

**12.1.1** Vacation days for full-time employees are awarded as follows:

|  |         |
|--|---------|
| 1 <sup>st</sup> calendar year                          | 22 days |
| 1 <sup>st</sup> to 3 <sup>rd</sup> calendar year       | 24 days |
| 4 <sup>th</sup> calendar year and each subsequent year | 27 days |

**12.2** Part-time employees earn vacation days based on FTE.

**12.3** During the first year of employment, employees shall be awarded prorated vacation from the date of hire; however, an employee may not use vacation until after thirty (30) days of continuous employment

**12.4** After the first year, vacation amounts are calculated based on complete calendar years.

**12.5 Vacation Scheduling** - Vacation leave must be requested in writing via the Employer’s HRIS at least thirty (30) calendar days in advance. The employee’s supervisor will respond in writing to approve or deny the vacation request within fourteen (14) calendar days of receipt. An employee who submits a request for vacation leave less than thirty (30) calendar days prior to the date requested off will be approved provided a qualified vacation replacement can be found by the supervisor. The supervisor will inform the requesting employee of the decision in writing as soon as possible.

**12.5.1 Summer Vacation Scheduling** - Vacation requests received after January 1 and prior to March 1 for the months of June, July and August will be granted first using the prior year’s summer vacation approval history and rotated equitably among all staff. If there are conflicting requests for the same period of time, seniority will break the tie, provided staffing requirements can be met as determined by the supervisor. The supervisor will respond in writing to approve or deny the requests by March 15th. Requests for June, July and August vacations received after March 1 and for all other months, except winter vacation as described in 12.5.2, will be based on earliest date of request when two or more employees cannot be released to take vacations at the same time. All such vacation requests shall be subject to staffing requirements.

**12.5.2 Winter Vacation Scheduling** – Vacation requests received July 1st to September 1<sup>st</sup>, for the period November 1<sup>st</sup> – January 3<sup>rd</sup>, will be granted using the prior year’s winter vacation approval history and rotated equitably among all staff. If there are conflicting requests for the same period of time, seniority will break the tie, provided staffing requirements can be met as determined by the supervisor. The supervisor will respond in writing to approve or deny the requests by September 15<sup>th</sup>.

Requests for November 1<sup>st</sup> – January 3<sup>rd</sup> vacations received after September 1st and for all other months except summer vacation as described in 12.5.1, will be based on earliest date of request when two or more employees cannot be released to take vacations at the same time. All such vacation requests shall be subject to staffing requirements.

**12.6** Vacation may be scheduled in less than half-day increments (3.75 hours) and all requests must be pre-approved by the supervisor.

**12.7** Any unused accrued vacation may be carried over to succeeding years with the total not to exceed 112.5 hours. Any vacation exceeding 112.5 hours or will be forfeited unless an exception is made by the Employer.

**12.8** A regular employee who terminates in good standing; that is, is not terminated for cause and meets the notice requirements set forth in Section 4.4 of this Agreement, shall be paid for any accrued vacation benefits provided the employee works until the date set for termination, not to exceed 225 hours. Failure to give adequate notice will result in forfeiture of all accrued vacation hours.

## **ARTICLE 13 - SICK LEAVE -**

**13.1 Accrual** - Full-time employees shall receive ninety (90) hours of sick leave per year. (See Section 15.2 herein re: Short-Term Disability Insurance coverage). Sick leave is awarded on a calendar year basis and sick leave hours become available on January 1<sup>st</sup>. New employees are eligible to use sick leave after thirty (30) days of employment and hours are prorated for the remainder of the year.

**13.1.1** Part-time employees earn sick days based on FTE

**13.2 Sick Leave Eligibility** - Sick leave benefits shall accrue from date of hire; however, regular employees shall not be eligible to use accrued sick leave until after completion of the first thirty (30) days of employment.

**13.3 Sick Leave Pay** - Sick leave shall be payable at the employee’s regular rate of pay on the first day of a bona fide illness or disability. The employee shall be required to notify the Employer at least one (1) hour in advance of the employee’s scheduled shift if unable to report for duty. Failure to do so may result in the loss of paid sick leave for that day. The Employer shall give consideration to extenuating circumstances that would make such notice requirements

impossible. It shall be the employee's responsibility to notify his/her supervisor, per the practice of the Health Center/Department.

**13.3.1** The Employer reserves the right to require reasonable proof of illness or disability. Proven abuse of sick leave shall be grounds for discharge.

**13.3.2** Sick leave shall be paid only for those hours when the employee was regularly scheduled to work.

**13.4 Immediate Family Member's Illness** - In accordance with Federal, State & local laws, employees may use accrued sick leave to care for a child under the age of eighteen (18) who has a health condition that requires supervision or treatment, to care for an adult child with a health condition requiring treatment or supervision if the adult child is incapable of self-care because of a mental or physical disability, or care for a spouse, domestic partner, parent, parent-in-law, domestic partner's parent or grandparent who has either a serious health condition or an emergency condition. A child includes a biological, adopted, foster or step child, a legal ward, or a child to whom the employee is "in loco parentis."

**13.5 Emergency Leave** - Employees shall be allowed a maximum of three (3) days (prorated for part-time employees) of accrued sick leave in the event of a serious illness of an employee's other family members. Other family members are defined as siblings, son/daughter in-law and brother/sister in-law, or the equivalent in-law family member of an employee who has a domestic partner.

**13.5.1 Bereavement Leave** - Employees with ninety (90) days or more of continuous seniority with the Employer shall be given up to five (5) days of paid leave (prorate based upon FTE status) for a death of the employee's family member. "Family member" is defined as spouse, siblings, step-siblings, niece, nephew, children, grandchildren, stepchildren, parents, stepparents, parent-in-law, child-in-law, sibling-in-law, aunt, uncle, grandparents and domestic partner, or the equivalent in-law family member when an employee has a domestic partner. Additional vacation, PTO or unpaid leave may be taken with a manager's approval. An employee who wished to take time off due to the death of a family member should notify their supervisor and human resources of dates needed for paid leave as soon as possible. All employees with more than thirty (30) days, but less than ninety (90) days of continuous service may utilize vacation, PTO or unpaid leave not to exceed five (5) days for bereavement leave purposes for the death of the employee's family member with the manager or supervisor's approval. All employees may utilize vacation or PTO to attend services for person not covered above with their manager or supervisor's approval.

**13.6 Medical/Dental Appointments** - Sick leave may be used by the employee for medical and/or dental appointments, provided advance approval has been obtained from the employee's supervisor for such time off from work.

**13.7 On-the-Job Injury** - Accrued sick leave may be used to supplement the amount received by an employee from Worker's Compensation Insurance, up to the amount of the employee's pay for the hours they would have worked had the employee been available for work. In no event shall such pay make the employee more than whole.

**13.8 Sick Leave Donation** - A full-time or part-time (pro-rated) employee may donate up to thirty-seven and one-half (37.5) hours per calendar year of their accrued sick leave to other PPGNHAIK employees who have an illness or injury that is life threatening or that is certified in writing by a medical practitioner to require a continuous absence from work in excess of one (1) week, provided such donor- employee has a minimum accrual of seventy-five (75) hours sick leave days remaining after the donation.

**13.9**

**13.9.1** The donating employee must have completed a PPGNHAIK donation form, signed and dated and returned to the Human Resources Equity office. No phone requests, e-mail messages, or lists of employees' names will be processed.

**13.9.2** The receiving employee must have first exhausted all their accrued sick leave and vacation benefit hours, must not be receiving Workers' Compensation benefits, and cannot bank unused sick leave donated but not used. No phone requests, e-mail messages, or lists of employees' names will be processed. The receiving employee will be paid their regular rate of pay, up to the extent of the donated hours, during that time when the employee is not able to work. Hours will be used in the order that they have been donated. If the receiving employee terminates from PPGNHAIK before all donated hours are used, those remaining hours will not be paid out. Any hours not needed by the receiving employee will be re-credited to the donating employee(s).

**13.10** The Employer will comply with the minimums set forth in the applicable state and local sick leave laws in accordance with their location and the local policy. Where this contract provides a greater benefit than the law/ordinance, the Employer will comply with the contract.

## ARTICLE 14 - LEAVES OF ABSENCE -

**14.1 Definition** - A leave of absence is a designated period of approved time that an employee is off the job for a reason other than scheduled vacation, short-term illness, or professional meetings at the Employer's request.

**14.2 Request for Leave** - All leaves are to be requested from the Employer in writing at least two (2) weeks in advance, except in any emergency situation beyond the employee's control. Such request shall state all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within ten (10) calendar days of receipt of the request.

**14.3 Unauthorized Absence** - Absence from duty without authorization from the employee's supervisor may be the basis for separation from employment and will be considered a voluntary quit. This provision shall not apply to a situation beyond the employee's control.

**14.4 Paid Leave** - Leave with pay is approved leave for which accrued benefits are paid. Leave with pay shall not alter an employee's anniversary date of employment, nor otherwise affect compensation or job status with the Employer.

**14.5 Leave Without Pay** - Leave without pay is approved leave that begins after the employee's applicable accrued benefits have been exhausted. Non-FMLA leave without pay of more than forty-five (45) calendar days shall result in the employee's anniversary date of employment being adjusted to reflect the period of leave, and no benefits shall accrue during such leave. An employee who takes an unpaid leave of absence, which is not a qualifying leave under the federal Family and Medical Leave Act (FMLA), shall arrange to pay fully their own benefit premiums during such period of unpaid leave.

**14.5.1 Return from Unpaid Leave** - In the event an employee wishes to return to work from an unpaid leave of absence of forty-five (45) calendar days or less, the employee will be returned to their former position. If an employee's unpaid leave of absence exceeds forty-five (45) calendar days but is not more than one hundred eighty (180) calendar days, they will be offered the first available comparable position for which qualified as determined by the Employer. If an unpaid leave of absence exceeds one hundred eighty (180) calendar days, the employee will lose their preemptive reemployment rights, except as provided in Section 14.7 herein.

**14.6 Medical Leaves of Absence** - Medical leaves of absence may be granted to regular employees who are recovering from illness or an accident. Medical leaves may be used for periods of actual disability associated with pregnancy or childbirth, normally expected not to exceed six (6) calendar weeks after delivery in an uncomplicated delivery. A medical leave of absence requires a physician's certification and cannot exceed ninety (90) days. A medical leave of absence may be extended by the Employer, upon written request, when accompanied by an explanation from the employee's physician of the need for an extension period. During medical leave, the

employee will take previously accrued sick pay. A written request for medical leave of absence must be returned to a supervisor or department head along with a physician's certification of the disability and the anticipated length of absence. A physician's certification may be required by the Employer for return from a medical leave of absence, paid or unpaid, including maternity leave.

**14.7 Paid Parental Leave** - Eligible employees receive 8 weeks (40 days) prorated based on the number of hours regularly worked. of supplemental paid leave to provide for a total of up to 100% wage replacement, with job protection and benefits continuation. The Paid Parental Leave policy runs concurrently with any applicable federal, state, municipal, or affiliate leave policies, such as Family and Medical Leave Act (FMLA).

**14.8 Educational Leave** - The Employer may allow employees (except Clinicians & RNs), at its discretion, up to three (3) days leave in a calendar year with pay for educational (academic) purposes, provided such leave shall be subject to scheduling requirements and budgetary limitations of the Employer, approval by the Employer of the subject matter to be studied, and certification of attendance and/or completion of the course. At the Employer's discretion such employees may also be reimbursed for pre-approved course fees. Educational leave shall only apply when attendance requires absence from work during scheduled working hours. When an employee, including a Clinician, RN, is required by the Employer to attend an educational program, all expenses of this function shall be paid in full by the Employer. The employee's wages shall also be paid.

**14.8.1 Clinician Continuing Education** - In each calendar year (January through December), Clinicians shall be allowed up to four (4) days paid at their regular rate and up to fifteen hundred (\$1,500.00) dollars for continuing education. Clinicians who are regularly scheduled to work less than eighty percent (80%) time will have this allowance pro-rated according to their FTE. Such educational leave shall be subject to scheduling requirements of the Employer. The Clinician will provide proof of attendance. Such continuing education funds may be applied to tuition and expenses related to continuing education including travel, lodging and meals, memberships in professional organizations, subscriptions to professional journals and other professional publications including books. Such funds do not cover license and certification fees or equipment related to professional practice. If a Clinician does not use the entire amount of continuing education funds in one year, and if the Clinician makes a written request to the Director of Health Services by December 31, up to five hundred dollars (\$500.00) shall be carried over at the end of a year. This benefit is available after completion of the Clinician's trial period.

**14.8.2 Registered Nurse Continuing Education** - In each calendar year (January through December), RNs shall be allowed up to two (2) days paid at their regular rate and up to five hundred dollars (\$500.00) for continuing education. RNs who are regularly scheduled to work less than eighty percent (80%) time will have this allowance pro-rated according to their FTE. Such educational leave shall be subject to scheduling requirements of the Employer. The RN will provide proof of attendance. Such continuing education funds may be applied to tuition and expenses relating to continuing education including travel,

lodging and meals, memberships in professional organizations, subscriptions to professional journals and other professional publications including books. Such funds do not cover license and certification fees or equipment related to professional practice. If an RN does not use the entire amount of continuing education funds in one year, and if the RN makes a written request to the Director of Health Services by December 31, up to two hundred fifty dollars (\$250.00) shall be carried over at the end of a year. This benefit is available after completion of the RN's trial period.

**14.9 Jury Duty** - Regular full-time and part-time employees who serve on jury duty shall be compensated for the difference between their jury duty pay and regular rate of pay for scheduled hours.

**14.10 Military Leave** - Leave required in order for an employee to maintain status in a military reserve of the United States, other military service, or certain types of service in the National Disaster Medical System shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's paid vacation time, unless the employee requests vacation time concurrently. Reinstatement from such leave shall be in accordance with federal law (USERRA).

**14.11 Family/Medical Leave** - Employees who have been employed at PPGNHAIK on a continuous basis for a minimum of one (1) year and who worked at least twelve hundred fifty (1,250) hours in the preceding twelve (12) months, may be eligible for leave in accordance with the federal Family and Medical Leave Act (FMLA). The Human Resources Manager will confer with eligible employees to complete the necessary paperwork and obtain the necessary approvals prior to being granted leave under this Section 14.11. An employee should contact the HR Manager if they believe they qualify for FMLA leave. Employees who have worked at least eight hundred and twenty hours (820) cumulative hours in the qualifying period, may be eligible for paid leave for certain qualifying reasons in accordance with the Washington Paid Family Medical Leave Act (PFML). An employee should contact the Human Resources Manager if they believe they qualify for FMLA leave. Eligible employees will be notified by Human Resources Manager of their potential eligibility. An employee should contact the Human Resources Manager if they believe they qualify for PFML leave. The Washington Employment Security Division determines the employee's eligibility for PFML leave; the employee is responsible for submitting the necessary paperwork and obtaining the necessary approvals with the Employment Security Division. If a leave qualifies under the FMLA, state law and this Article, such leaves may run concurrently to the extent permissible by law.

**14.12 Coordination with WA Paid Family Leave.** Employees may use accrued sick and vacation time to supplement pay (up to their FTE) from the WA Paid Family Leave Act.

## **ARTICLE 15 - GROUP INSURANCE -**

**15.1 Group Insurance** - The Employer offers full-time employees an Employer-paid "basic-plan" consisting of group medical, life, and dental insurance.

**15.1.1** The Employer provides the same coverage as set forth in Section 15.1 for part-time employees who work a minimum of twenty (20) regularly scheduled hours per week, with the Employer paying an amount towards the part-time employee's premium proportionate to hours regularly scheduled. The part-time employee must pay the remaining premium cost.

**15.2 Long-Term and Short Term Disability Insurance** - Long-Term and/or Short Term Disability insurance coverage is available at the employee's expense, if enrolled in the group insurance and regularly scheduled to work twenty (20) or more hours per week. Disability income payments may be supplemented by the employee from their accrued sick leave and/or vacation leave benefits, not to exceed the employee's regular rate of pay.

**15.3 Modifications:** The parties recognize that it may be beneficial to change insurance carriers, administrators or benefit plans. The Employer may change insurance carriers or plans provided they are the same provisions implemented for the non-bargaining unit employees excluded from the Agreement. The Employer shall notify the Union at least thirty (30) days in advance of any planned reduction in such benefits.

**15.4 Dependent Coverage.** Dependent group medical and dental insurance coverage is available at the employee's expense, provided the employee has enrolled in the group insurance plan and is regularly scheduled to work twenty (20) or more hours per week.

**15.5 Travel/Accident Insurance** - All employees of the Employer are covered by the Planned Parenthood Federation of American Travel Accident Insurance Plan, which provides up to fifty thousand dollars (\$50,000.00) for loss of life, limb, sight, or hearing during a trip on Employer-related business. Such coverage is at no cost to the employee.

**15.6 Employee Health Center Services** - Employee patients who do not wish to use their insurance for non-preventive services are offered a discounted rate for services. With a goal of removing financial barriers to care, some or all of their balance due may be subsidized using applicable employee health funding sources as available.

## **ARTICLE 16 - WORKERS COMPENSATION -**

**16.1** All employees shall be covered by the Washington State Industrial Accident Insurance and Medical Aid or equivalent insurance.

## **ARTICLE 17 - UNEMPLOYMENT INSURANCE -**

**17.1** All employees shall be covered under the Washington State Unemployment Compensation Act.

## **ARTICLE 18 - PROFESSIONAL LIABILITY INSURANCE -**



**18.1** The Employer will provide professional liability insurance for those applicable employees within the bargaining unit.

## **ARTICLE 19 - INSURANCE PARTICIPATION REQUIREMENTS -**

**19.1** Participation by employees in insurance benefits specified in this Agreement shall be subject to the specific terms, conditions, and eligibility requirements of the applicable benefit plan.

## **ARTICLE 20 - RETIREMENT PLAN -**

**20.1** The Employer shall continue to provide benefits under its 403(b) thrift plan as specified in the Employer's plan document.

**20.2 Modifications:** The parties recognize that it may be beneficial to change, suspend, or modify retirement plans or contribution levels. The Employer may make the changes provided they are the same provisions implemented for the non-bargaining unit employees excluded from the Agreement. The Employer shall notify the Union at least thirty (30) days in advance of any planned reduction in such benefits.

## **ARTICLE 21 - GRIEVANCE PROCEDURE -**

**21.1 Grievance Defined** - A grievance is defined as any alleged violation during the term of this Agreement of a specific provision(s) of this Agreement. Prior to submitting a written grievance, an employee is encouraged to communicate concerns with their manager or supervisor. In addition, an employee may consult with their Union Representative. If any such grievance should arise, it shall be processed by the grievant in accordance with the following procedure. The Employer will endeavor to schedule the Step One or the Step Two meeting in person.

**21.2 Time Limits** - Time limits set forth in the following steps may be extended only by written mutual consent of the parties hereto for example if the Employer or the Union requires more time to conduct an investigation. If the grievant or Union does not comply with the time limitations, or if the grievant or Union fails to appear for a scheduled grievance step meeting with the Employer, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the grievant or Union shall have the right to proceed to the next step of this procedure.

**21.3 Step One - Employee and Human Resources** - An employee or the Union may file a grievance in writing with the Human Resources Director or Designee within fourteen (14) calendar days from the occurrence or the time when the party should reasonably have been aware of the occurrence giving rise to the grievance. The grievance shall set forth the employee's complaint, the Article(s) of this Agreement allegedly violated, and the requested remedy. The parties shall meet within twenty-one (21) calendar days with the Steward or the Union representative to

attempt to resolve the grievance, and the Human Resources Director or Designee shall respond in writing to the written grievance within fourteen (14) calendar days from the date of the meeting. A meeting for purposes of this Article shall include: in person, telephone or video conference.

**21.4 Step Two - Employee and Chief Human Resources & Equity Officer** - In the event the grievance cannot be resolved at Step One, the Union shall submit the grievance to the Chief Human Resources & Equity Officer (or Designee) within fourteen (14) calendar days from the date of the Employer's Step One response. A conference with the employee, the Steward or Union representative and the Chief Human Resources & Equity Officer (or Designee) shall take place within fourteen (14) calendar days from receipt of the grievance at Step Two. The Chief Human Resources & Equity Officer (or Designee) shall issue a written reply within fourteen (14) calendar days following the conference. A conference for purposes of this Article shall include: in person, telephone or video conference.

**21.5 Step Three - Arbitration** - If the grievance is not satisfactorily resolved on the basis of the foregoing procedure, the Union may, within fourteen (14) calendar days of receipt of the decision in Step Two, submit the issue by written notice for final determination by a neutral arbitrator, to be selected as follows: the parties shall request that the Federal Mediation and Conciliation Service submit a panel of seven (7) individuals having arbitration experience appropriate to the issue in dispute and residing in the Northwest who are members of the National Academy of Arbitrators. Such list must contain at least 30% of diverse arbitrators, as defined by Resolution 105 of the ABA House of Delegates. If the list does not comply, each party must add one diverse arbitrator and within seven (7) calendar days from receipt of the list (or the addition of the diverse arbitrators), the two (2) parties shall alternately strike names. The remaining name will be designated as the arbitrator. The party seeking arbitration shall strike the first name.

The arbitrator shall hold a hearing and base the decision on the evidence elicited at such hearing. The decision shall be submitted in writing and be final and binding upon the Employer and the Union. The arbitrator shall have no power to add to or subtract from, alter or amend the terms of this Agreement or substitute their judgment for that of the Employer or its management in any matter where this Agreement has specified whose judgment will be used or where the right or matter in question has been reserved to the Employer.

The applicable fees and expenses of the arbitrator shall be borne solely by the party that does not prevail in the arbitration, as determined by the Arbitrator; provided, however, that in the event neither party should prevail due to a split decision, the arbitrator's fee and expenses shall be borne equally by the parties. Each party shall be responsible for the expenses of its own witnesses and any other expenses incurred on behalf of that party, including but not limited to attorneys' fees.

## **ARTICLE 22 - SAVING CLAUSE -**

**22.1** This Agreement shall be subject to all present and future applicable federal and state laws,

executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall promptly enter into collective bargaining for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

### **ARTICLE 23 - NO STRIKE/NO LOCKOUT -**

**23.1** It is recognized that the Employer is engaged in a public service requiring continuous operation, and it is understood that recognition of such obligation of continuous service is imposed upon both the employees and the Union. It is therefore agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees, and (b) neither the Union, the employees, nor their agents or other representatives shall participate in any way in any strike, including any sympathy strikes, picketing, walkouts, slowdown, boycott or any other interference with the operations of the Employer, nor shall any employee in this bargaining unit refuse to cross a picket line established against the Employer. Any employee who is found to have violated this Article 23 shall be subject to immediate discipline, including possible discharge.

### **ARTICLE 24 - LABOR MANAGEMENT COMMITTEE -**

**24.1** A Labor Management Committee consisting of three (3) persons appointed by the Employer and three (3) employees selected by the members of the Union shall be established for the purpose of considering suggestions for improvements in quality of patient care and employee relations. A representative of the Union and the Employer's Human Resources Equity Department or Designee may also attend the Labor Management Committee meetings. Upon ratification of this Agreement, the Employer and the Union shall schedule Labor Management meetings every other month for no more than ninety (90) minutes a meeting. The parties may also meet at any time by agreement. The parties shall exchange written agenda items no less than seven (7) calendar days prior to a scheduled meeting. Committee members shall suffer no loss of pay if they attend Labor Management meetings with the Employer representatives while on duty status. The Labor Management Committee's role is an advisory, rather than a decision-making one. The Labor Management Committee can propose solutions to the Employer of:

**24.1.1** Issues or problems at worksites which affect bargaining unit members and which either party requests be placed on the agenda;

**24.1.2** Issues or problems of contract administration which may arise from time to time, other than formal grievance; and,

**24.1.3** As a forum for providing information on organizational changes and initiatives to bargaining unit members.

The purpose of the Labor Management Committee is to work with mutual respect to bring forward issues for discussion. The Labor Management Committee is not a substitute for the grievance process and has no authority to settle grievances.

## **ARTICLE 25 - GENERAL PROVISION**

**25.1** Bargaining unit members will be provided personal protective equipment (“PPE”) for working purposes as determined by the Employer.

## **ARTICLE 26 – STAFFING**

**26.1** The Parties recognize the importance of adequate staffing to the provisions of quality patient care and services. Staffing levels shall be determined by management for each work unit.

**26.2** If an employee has a concern around staffing, they should communicate with their direct manager about the concern. If the employee feels the concern is not being addressed, they should at that time bring it forth to their Union to have addressed as a topic at the next regularly-scheduled Labor Management Committee.

**26.3** The employer shall make a good faith effort to ensure positions with vacancies are filled. Complaints alleging a violation of this Article shall not be subject to Article 21.

## **ARTICLE 27 - HEALTH TESTING, SCREENING, AND VACCINATION**

All employees will participate in the Employer’s health screening and vaccination programs consistent with state law, the Centers for Disease Control (CDC) requirements and recommendations and the Employer’s occupational health policies and procedure, unless an employee has an approved exemption. The Employer will address additional occupational health needs consistent with state and federal requirements and, as appropriate, consistent with the recommendations and guidelines of the Centers for Disease Control (CDC), local and state health departments, and community standards. Employees who are having difficulty receiving the vaccine are encouraged to contact their manager to attempt to find a solution that allows the employee to receive the vaccine consistent with the Employer’s operational needs. Employees who are not covered under the Employer’s group insurance and have an out-of-pocket expense for the vaccination(s) required by the Employer may submit their expense through the Employer’s system (Chrome River, or its equivalent if Chrome River is not used in the future) for reimbursement.

## **ARTICLE 28 - DURATION -**

**28.1 Term of Agreement** – Except as where otherwise provided herein, the effective date of this Agreement shall be date of ratification, and shall continue in full force and effect through May 31,

2025 and shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate. Should either party desire to modify, amend, or terminate the terms of this Agreement, said party shall serve the other with written notice not more than ninety (90) nor less than sixty (60) calendar days prior to the termination date of its intent to negotiate-a new agreement. Should such timely notice be served, bargaining shall commence at a date which will be mutually agreed upon by the parties.

**28.2 Orderly Shutdown:** Because of the Employer’s status as a healthcare institution, advance notice of a strike or lockout is required. In the event that a renewal agreement is not reached after the termination date of this Agreement, either party may exercise its right to strike or lockout, provided the moving party has served ten (10) days’ written notice upon the other of its intention to strike or lockout at the expiration of such notice. Any notice to be given under this Article shall be given by certified mail, return receipt requested. However, in the event of any work stoppage, the Union and the Company agree that the employees shall remain at work during this ten-day (10-day) period to provide the Company with a safe and orderly shutdown.

**IN WITNESS WHEREOF**, we attach our signatures this 11 day of December, 2023.

PLANNED PARENTHOOD  
GREAT NORTHWEST,  
HAWAI’I, ALASKA,  
INDIANA, KENTUCKY

UFCW LOCAL 3000

DocuSigned by:

*Rebecca Gibron*

7147F00263EE4D8...

Rebecca Gibron, CEO

*Faye Guenther*

Faye Guenther, President

| Grade | Minimum   | 25th Percentil | Midpoint  | 75th Percenti | Maximum   | Hourly Min | Hourly 25th | Hourly Mid | Hourly 75th | Hourly Max | Grade Differenti | PPGNHAIK Admin   | PPGNHAIK Clinical   | Positions LSC                              | PPAA & Education   |
|-------|-----------|----------------|-----------|---------------|-----------|------------|-------------|------------|-------------|------------|------------------|--|---|--|--|
| 5     | \$31,240  | \$35,145       | \$39,050  | \$42,955      | \$46,860  | \$16.02    | \$18.02     | \$20.03    | \$22.03     | \$24.03    | 10%              |  |   |  |  |
| 6     | \$34,405  | \$38,706       | \$43,006  | \$47,307      | \$51,608  | \$17.64    | \$19.85     | \$22.05    | \$24.26     | \$26.47    | 10%              | In-Person Assister   | Medical Receptionist<br>Patient Access Center Representative  | LSC Patient Account Representative         |  |
| 7     | \$37,876  | \$42,611       | \$47,345  | \$52,080      | \$56,814  | \$19.42    | \$21.85     | \$24.28    | \$26.71     | \$29.14    | 10%              | Healthcare Account Specialist<br>Security Technician   | Medical Assistant - Phlebotomy<br>Sr Medical Receptionist<br>Sr Patient Access Center Representative  | LSC - Clinical Laboratory Assistant        |  |
| 8     | \$41,654  | \$46,860       | \$52,067  | \$57,274      | \$62,481  | \$21.36    | \$24.03     | \$26.70    | \$29.37     | \$32.04    | 10%              | Distribution Specialist<br>Pharmacy Claims Coordinator   | Float Medical Assistant<br>Medical Assistant - Certified<br>Patient Access Center Lead<br>Sr Medical Assistant - Phlebotomy                       | LSC - Senior Clinical Laboratory Assistant |  |
| 9     | \$45,839  | \$51,569       | \$57,299  | \$63,029      | \$68,759  | \$23.51    | \$26.45     | \$29.38    | \$32.32     | \$35.26    | 10%              | Fiscal Assistant<br>Health Account Specialist<br>Insurance Biller 1<br>Maintenance Technician 1<br>Medical Records Coordinator<br>Telephone Fundraising Lead<br>Training Assistant | Sr Medical Assistant - Certified  |  |  |
| 10    | \$50,434  | \$56,738       | \$63,042  | \$69,346      | \$75,650  | \$25.86    | \$29.10     | \$32.33    | \$35.56     | \$38.80    | 10%              | Distribution Specialist Lead<br>Insurance Biller 2<br>Maintenance Technician 2<br>Security Technician 2  | Patient Care Specialist   |  |  |
| 11    | \$51,971  | \$60,633       | \$69,295  | \$77,957      | \$86,619  | \$26.65    | \$31.09     | \$35.54    | \$39.98     | \$44.42    | 10%              | Credentialing Coordinator<br>Fiscal Specialist<br>Purchasing Specialist Lead   | Patient Care Team Lead  | Clinical Laboratory Technician             |  |
| 12    | \$57,140  | \$66,663       | \$76,186  | \$85,710      | \$95,233  | \$29.30    | \$34.19     | \$39.07    | \$43.95     | \$48.84    | 10%              | Accounts Payable Lead  | Clinical Research Asst<br>Clinical Trainer 1<br>Research Coord - Project Beam   |  | Community Outreach Educator                                      |
| 13    | \$62,883  | \$73,363       | \$83,843  | \$94,324      | \$104,804 | \$32.25    | \$37.62     | \$43.00    | \$48.37     | \$53.75    | 10%              | Database Specialist (Fundraising)  | Clinical Research Coordinator<br>Clinical Trainer 2<br>GAHC & BH Navigator<br>Sr Clinical Laboratory Technician<br>Ultrasound Training Specialist |  | Capacity Building Specialist<br>Community Outreach Educator Lead |
| 14    | \$69,200  | \$80,733       | \$92,266  | \$103,799     | \$115,333 | \$35.49    | \$41.40     | \$47.32    | \$53.23     | \$59.14    | 10%              |  | Clinical Resource Triage RN<br>Medical Follow-Up RN<br>RN   | LSC Clinical Laboratory Technologist       |  |
| 15    | \$76,091  | \$88,773       | \$101,454 | \$114,136     | \$126,818 | \$39.02    | \$45.52     | \$52.03    | \$58.53     | \$65.03    | 10%              |  |   |  |  |
| 16    | \$78,164  | \$94,914       | \$111,664 | \$128,413     | \$145,163 | \$40.08    | \$48.67     | \$57.26    | \$65.85     | \$74.44    | 10%              |  |   |  |  |
| 17    | \$86,026  | \$104,460      | \$122,894 | \$141,328     | \$159,762 | \$44.12    | \$53.57     | \$63.02    | \$72.48     | \$81.93    | 10%              |  |   |  |  |
| 18    | \$94,601  | \$114,873      | \$135,145 | \$155,417     | \$175,688 | \$48.51    | \$58.91     | \$69.31    | \$79.70     | \$90.10    | 10%              |  | Clinician 1   |  |  |
| 18.5  | \$99,336  | \$120,622      | \$141,909 | \$163,195     | \$184,481 | \$50.94    | \$61.86     | \$72.77    | \$83.69     | \$94.61    | 5%               |  | Clinician 2<br>Float Clinician 1  |  |  |
| 19    | \$104,070 | \$126,371      | \$148,672 | \$170,973     | \$193,274 | \$53.37    | \$64.81     | \$76.24    | \$87.68     | \$99.11    | 5%               |  | Clinician 3<br>Float Clinician 2  |  |  |
| 19.5  | \$109,274 | \$132,690      | \$156,106 | \$179,522     | \$202,937 | \$56.04    | \$68.05     | \$80.05    | \$92.06     | \$104.07   | 5%               |  | Float Clinician 3<br>Clinician 4  |  |  |
| 20    | \$114,522 | \$139,063      | \$163,603 | \$188,144     | \$212,684 | \$58.73    | \$71.31     | \$83.90    | \$96.48     | \$109.07   | 5%               |  | Float Clinician 4   |  |  |

# THE UNION DIFFERENCE

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

## A Voice at Work

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

## Right to Union Representation

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

## Just Cause for Discipline

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

## The Security of a Union Contract

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

## Union Leadership

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

# My Shop Steward is:

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# My Union Rep is:

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

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

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

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

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

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

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

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

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

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

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

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**UFCW3000**

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

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