

Agreement by and between  
**UFCW 3000**  
and  
**St. Michael Medical Center**

**Dietary & Service**

Effective: 04-01-2020 – 03-31-2023

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





# WEINGARTEN RIGHTS

## Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

*“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”*

### **Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:**

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee’s request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management’s questions.

## Discipline? Contract violations?

## Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

**Call the Member Resource Center at: 1-866-210-3000**

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2020-2023

EMPLOYMENT AGREEMENT

By and Between

HARRISON MEDICAL CENTER

and

UNITED FOOD & COMMERCIAL WORKERS  
LOCAL 21

(Dietary & Service Unit)

This Agreement is entered into by and between Harrison Medical Center, referred to hereinafter as the "Employer," and the United Food & Commercial Workers, Local 21, referred to hereinafter as the "Union".

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations and to set forth the terms of agreement covering wages, hours, and conditions of employment to be observed by the parties to this Agreement. In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

The Employer recognizes the Union as the sole collective bargaining representative for all employees whose classifications appear in Appendix A of this Agreement or any modifications thereof. Excluded from the terms of this Agreement shall be all supervisory, administrative and professional employees.

1.1 New Job Classifications. The Employer will advise the Union if it establishes any new job classification appropriate to this bargaining unit.

ARTICLE 2 - UNION SECURITY

2.1 Union Membership. All employees covered by this Agreement on its effective date, or subsequently hired, will not later than thirty-one (31) days following the beginning of their employment or the signing of this Agreement, whichever is later, become and remain members of the Union in good standing as a condition of continued employment or pay to the Union representation fees which are the equivalent of initiation and dues paid by members.

2.2 Failure to Join. In the application of Section 2.1, when the Employer is notified by the Union in writing that an employee of thirty-one (31) days has failed to make application and tender the Union initiation fee, or reinstatement fee,

or is not a member in good standing by failing to tender the Union fees, or has not paid the appropriate representation fees, the Employer will within fourteen (14) days terminate such employee. Such employee will not be reemployed by the Employer during the life of this Agreement until notified by the Union that the employee is a member in good standing in the Union. For the purposes of this Agreement, "in good standing" is intended to mean an employee's dues and initiation fees are paid up in accordance with the Constitution of the Union and/or within the meaning of the "Labor Management Reporting and Disclosure Act of 1959".

2.3 Dues Deduction. The Employer agrees to deduct dues from the wages of each employee who signs an authorization card as provided for by law. The Employer agrees to forward such dues and representation fees to the office of the Union monthly. The Union agrees to file a dues or representation fee deduction assignment form with the Employer for each employee prior to such deductions. It is further agreed that the Employer shall be held harmless with respect to any charge or allegation by any employee regarding the implementation of any provision of this Article.

2.3.1 Voluntary Political Action Fund Deduction (Active Ballot Club). During the term of this Agreement, the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Employer, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least two dollars (\$2) per month. 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 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. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering the political action fund deduction provided for in this Agreement. The Employer and Union agree that one-quarter percent (.25%) of all amounts collected for this fund is a reasonable amount to cover Employer costs of administering this semi-monthly deduction. Accordingly, the parties agree that the Employer will retain one-quarter percent (.25%) of all amounts deducted for the voluntary political action fund to reimburse the employer for its reasonable costs of administering the deductions.

2.4 Notification; Distribution of Agreement. New employees covered by this Agreement shall be advised of the Union's representation status. The Employer shall distribute a copy of this Agreement to each new employee, such copies to be provided by the Union.

2.5 Bargaining Unit Roster. The Employer shall provide the Union with a list of new hires and terminations monthly. The list will specify the name, address, phone number last four digits of the employee's social security number, employee identification number, classification, employment status, rate of pay, work shift, and date of hire of newly hired employees and the date of termination of terminated employees.

2.6 Contracting and Subcontracting Out. The Employer shall give the Union at least forty-five (45) days advance notice prior to any decision to subcontract or contract out work that will result in a layoff of bargaining unit members. Upon request of the Union, the parties will meet within the forty-five (45) day time period to consider Union recommended alternatives. This agreement to meet to consider Union recommended alternatives is not intended to create a duty to bargain over the decision; however, this Agreement is not intended as a waiver by the Union of any right it may have to bargain over the effects of a layoff, where that right would otherwise exist. This provision shall not apply to the utilization by the Medical Center of agency or temporary service personnel.

### ARTICLE 3 - UNION REPRESENTATION

3.1 Access to Premises. The Union in full consideration of quality patient care agrees that the Union Representative, with reasonable notification to the Executive Director of Human Resources or designee, shall have access to the Medical Center premises for the purpose of administering the terms of this Agreement or other representational activities in accordance with past practice. The Union, with authorization from the Employer, shall have access to the Medical Center premises for the purposes of conducting union meetings. Such access shall not disrupt the normal operations of the Employer and shall be consistent with reasonable restraints regarding the safety and well-being of patients.

3.2 Shop Stewards. The Employer agrees that the Union may establish Shop Stewards for the purpose of administering the terms of this Agreement. The Employer shall receive the names of Shop Stewards so designated. Such designated shop stewards shall receive no loss of pay or overtime for time spent in grievance or disciplinary meetings required by the Employer.

3.3 Bulletin Board. The Employer shall furnish a bulletin board for the use of the Union in each department employing bargaining unit employees.

3.4 Conference Committee. The Union and the Employer shall each designate representatives who shall meet at least quarterly or more frequently, if mutually agreed, for the purpose of seeking resolution on issues of mutual concern. This committee may designate departmental subcommittees to address issues of mutual concern at the departmental level. Staffing shall be a standing agenda item for each meeting. The committee will be comprised of four (4) bargaining unit members plus management representatives. Participants shall receive no loss in pay or overtime for participation in such meetings. The Conference Committee shall in all cases include a representative of the Union and Human Resources.

3.5 New Hire Orientation. The Employer will provide the Union access to new hires in the bargaining unit on one (1) of the orientation days for the purpose of introduction and orientation to the Union pursuant to this section. Subject to Employer scheduling requirements, this shall be done by a Shop Steward who will be allowed up to thirty (30) minutes at the end of the designated orientation session to introduce the Union contract to newly-hired employees in the bargaining unit. Such presentation will be on the Steward's non-paid time, which may include the Steward's lunch break time. If the orientation at Harrison Medical Center is expected to end early human resources will make a good faith effort to notify the union.

3.6 Negotiations. Subject to appropriate advance notification by employees to their manager and subject to patient care considerations, negotiating team members shall be given unpaid release time for negotiations. Time spent during negotiations that occur during the team member's regularly scheduled shift will be treated as time worked only for purposes of seniority and benefit accrual.

#### ARTICLE 4 - DEFINITIONS

4.1 Regular Employee. A regular employee is an employee who has satisfactorily completed the conditional period and is assigned responsibilities of a position recognized as and identified with the Employer's regular organization. A regular employee may work on either a full-time or a regularly scheduled part-time basis.

4.2 Full-Time Employee. A regular full-time employee is an employee who in the performance of assigned responsibilities normally works a continuing schedule of forty (40) hours per week or eighty (80) hours within a fourteen (14) day period.

4.3 Part-Time Employee. A regular part-time employee is an employee who in the performance of assigned duties normally works a continuing schedule of sixteen (16) hours or more, but less than forty (40) hours per week.

4.4 Conditional Period. The first three (3) months of employment shall be a conditional period for regular employees. After three (3) months of continuous employment, the employee shall attain regular status unless specifically advised by the Employer in writing of an extended conditional period of up to an additional three (3) months. The Employer reserves the right to terminate conditional employees at its discretion at any time during the conditional period and such decision shall not be subject to review under the grievance procedure of this Agreement.

4.5 Per Diem Employee. A Per Diem employee is an employee who is hired to work on an intermittent basis, as an interim replacement or for per diem work on a predetermined work schedule. Per Diem employees employed continuously for twenty (20) or more hours per week in the same pay grade over a four (4) month period may request to be reclassified to regular employee status if qualified to perform the essential functions of the position in the judgment of the Employer; provided, however, this commitment shall not apply to Per Diem employees assigned to special projects, training, vacation coverage, or coverage for sick leave or leaves of absence. Seniority shall not apply to Per Diem employees.

Per Diem employees shall not be eligible for benefits provided for in this Agreement but shall, until March 31, 2021 receive a fifteen percent (15%) wage differential per hour worked. Effective April 1, 2021, Per Diem employees shall receive a twelve (12%) wage differential per hour worked.

4.6 Length of Service (Calculation of Accruals). For purposes of administration of this Agreement and the calculation of accrual of benefits, length of service for full-time and part-time employees shall be based on all hours worked up to 2080 per year, including time paid for but not worked and CEDO days.

4.7 Regular Rate of Pay. Unless otherwise required by the Fair Labor Standards Act, the regular rate of pay shall be defined to include the employee's hourly wage rate (including the wage premium in lieu of benefits, if applicable), plus shift differential if the evening or night shift is a permanent assignment, certification pay, and lead pay when the employee has a regular (designated) lead assignment.

## ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 Equal Opportunity. The parties agree and support the policy to employ, evaluate, compensate, promote and retain individuals on the basis of qualifications, ability, and performance regardless of race, creed, color, national origin, sex, marital status, age, sexual orientation, gender identity or expression, Veteran status, or the presence of any sensory, mental or physical disability unless the disability precludes the person from performing the essential functions of the employment position, with or without accommodations. The seniority provisions of this Agreement apply as indicated except in the instance of actions necessary to comply with federal or state legislation regarding mental, physical or sensory disability. [Alleged violation of this section may be addressed through the grievance procedure. However, prior to referral to arbitration, an employee must decide with the Union whether to continue to use the grievance procedure or the procedure established by applicable regulatory agencies. The Employer shall be notified of this decision in writing. The employee's choice of one (1) procedure shall preclude the utilization of the other.]

5.2 Notice of Termination. Failure of the employee to give two (2) weeks' written notice of intention to terminate shall result in forfeiture of all accrued benefits to which otherwise entitled.

5.3 Notice of Layoff. Regular full-time and regular part-time employees shall be entitled to two (2) weeks' notice or pay in lieu thereof in the event of reduction of force plus any accrued annual leave.

5.4 Discipline/Discharge. The Employer shall have the right to discipline or discharge regular employees for just cause. Progressive discipline shall normally be followed, but shall not be required for serious violations of Medical Center policy such as, but not limited to, theft, fighting or drunkenness. Employees shall be allowed union representation at disciplinary hearings. The Employer agrees that any discipline imposed shall be done in a professional and private manner and that there shall be no public display of any personnel data or records of any employee.



5.4.1 Union Representation. Employees shall have the right to have a Union Representative present during any formal disciplinary interview and may request reasonable postponement until a representative of the Union is available.

5.5 Personnel File. Individual personnel records will be maintained for each employee. Information contained in the personnel record will include: employment application and supporting materials, performance appraisals, records of payroll activities, training records, letters of commendation and recognition, and records of disciplinary action. Employees will have the right to inspect their personnel records with the exception of references from previous employers. If an employee objects to the inclusion of any material in his/her personnel file, the employee may make a written request to the Director of Human Resources that the material be removed. The Director of Human Resources will review the request and respond, in writing, within thirty (30) calendar days. Employee's signature on written warnings acknowledges receipt thereof only. Employees will be given an opportunity to provide a written response to such disciplinary actions for inclusion in the personnel file.

5.6 Business Travel. If an employee is required by the Employer to use his or her own vehicle to travel in order to conduct Medical Center business, the employee will be reimbursed for mileage in accordance with the current IRS rate and Medical Center policy.

5.7 Special Equipment. Excluding clothing and wearing apparel, all special equipment required shall be furnished by the Employer. Surgical gowns and surgical scrub suits, when required by the Employer, shall not be considered clothing or wearing apparel.

5.8 Physical Examination; Training. Charges for required physical examination and compulsory training expense shall be borne by the Employer.

5.9 Required Meetings. All time spent in meetings called by the Employer shall be considered as time worked.

5.10 Job Description. Upon request, the Employer shall provide the Union and employees a copy of the job descriptions. The Medical Center will make a good faith effort to periodically review/update job descriptions. Employees will be consulted regarding modifications of job descriptions and the union will be provided copies of such modification.

5.11 Safety Committee. The bargaining unit shall have representation on the Medical Center-wide Safety Committee. Upon request, the Employer will notify the Union when the Safety Committee will meet. Minutes of the Safety Committee meetings will be posted or made otherwise available for review.

5.12 Meal Discounts. All employees covered by this Agreement are eligible for meal discounts as long as such practice is generally available to all employees.

5.13 Harrison Medical Center is committed to providing adequate employee training. At any time that an employee feels they require additional training they should immediately discuss this with their direct supervisor.

#### ARTICLE 6 - SENIORITY

6.1 Seniority Defined. Seniority is defined as the initial date of hire in the bargaining unit as a regular employee adjusted for time worked outside the bargaining unit. Seniority shall apply to the following instances:

- a. Layoff or Recall from Layoff. Seniority shall be by classification within the bargaining unit.
- b. Reduction in Hours or Restoration of Hours. Seniority shall be applied in accordance with Section 6.4 below.
- c. Shift Preference. Seniority shall be applied to each classification on a bargaining unit-wide basis. Such application shall only apply to vacancies and will not result in employees being “bumped”.
- d. Annual Leave Scheduling. Seniority shall apply to vacation schedules in accordance with Section 10.4.1.

6.2 Layoff. The employer will make every effort to give the Union thirty (30) days and shall provide at least fourteen (14) days advance notice of a layoff. This notice will be treated confidentially until the affected employees are formally notified by the Employer. Upon request, the parties will meet for the purpose of reviewing the procedure to be utilized and the order of layoff. Employees subject to layoff shall receive fourteen (14) days notice of layoff or pay in lieu thereof based upon scheduled work days. Notice to the union and affected employees may be simultaneous. If a permanent or prolonged reduction of personnel is necessary, including the elimination of position(s), the Employer will identify the classification(s) (including the number of FTEs) from which such reduction must occur. In order to implement the reduction, the Employer shall first seek volunteers from the bargaining unit.

If the reduction need is not met by volunteers, the employee(s) to be laid off shall have the right to bump less senior employees in other classifications provided:

- a. They cannot bump into a higher paying classification;
- b. They have the qualifications necessary to perform the work;
- c. They cannot bump a less senior employee regularly assigned more hours;
- d. For purposes of this section only, combined jobs shall be designated as the classification in which the majority of hours are assigned;

- e. The Employer is not required to alter or modify positions in order to implement this section.

The Employer will give the Union at least fourteen (14) days advance notice of a layoff. This notice will be treated confidentially until the affected employees are formally notified by the Employer. Upon request, the parties will meet for the purpose of reviewing the procedure to be utilized and the order of layoff. Employees subject to layoff shall receive fourteen (14) days notice of layoff or pay in lieu thereof based upon scheduled work days. Notice to the Union and affected employees may be simultaneous.

6.3 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, the order of reinstatement shall be the reverse order of layoff. In the event the employee is re-employed within twelve (12) months, all benefit levels in effect at the time of layoff shall be restored.

6.3.1 Notification. Employees shall be notified by certified mail at the employee's address on file in the Department of Human Resources of the date to return to work from recall. It shall be the employee's responsibility to keep the Employer informed as to the employee's current address. The employee shall respond within five (5) days (excluding weekends and holidays) to indicate their interest in returning to work. If the employee does not respond within five (5) days but wants to be retained on the recall list, the employee will forfeit the right to recall to that position but the employee will remain on the Recall Roster. If the employee does not respond within seven (7) days of the notice of recall, the employee will be removed from the Recall Roster and the employee's personnel records will be adjusted to reflect the termination of the employee. If the employee needs to give notice because of employment with another employer, up to fourteen (14) days will be allowed for returning to work.

6.3.2 Employees on recall status (Section 6.3) will be offered positions after regular employees who are currently working have the opportunity to fill the available position but prior to filling a position with an outside applicant. In no event will an employee be recalled to a position which has a higher salary grade level or has a greater number of hours than the position from which laid off.

6.4 Low Census. During temporary periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all employees by classification and shift starting with the least senior employee first, subject to skill, competence, ability and availability as determined by the Employer. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. Full-time and part-time employees who are scheduled to work but are released from duty due to low census shall continue to accrue benefits and hours toward longevity steps based upon the employee's scheduled hours of work.

6.5 Termination. Seniority shall terminate upon cessation of the employment relationship: discharge, resignation, retirement, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures (Section 6.3).

6.6 Availability of Hours. Part-time employees desiring additional hours, up to full-time, shall notify the designated department scheduler in writing. Insofar as is practicable, the Employer shall utilize qualified part-time employees before scheduling Per Diem and/or new hires. Requests for additional hours which become available as scheduled by the Employer will be considered on seniority, availability and ability to do the work as determined by the Employer. Upon written request from an employee, the Employer will give the employee a written explanation as to why the employee was not selected for additional hours if a less senior employee was awarded the hours.

6.6.1 When a regular employee has a scheduled absence, the employee regularly assigned as "relief" for that position shall be offered the first opportunity to work those hours so long as the extra hours do not result in overtime. In this situation, seniority shall not apply.

6.7 Job Posting. Regular job openings in the bargaining unit shall be posted electronically and in the Department for seven (7) days before filling the position. In the selection process, the Employer will select the most qualified applicant for the position; provided, however, that where qualifications are considered by the Employer to be substantially equal, the senior employee applying for such job will be selected. For purposes of this contract, the term "qualified" is herein defined to include such factors as skill, competence, ability, experience and past performance. Employees not selected for job openings shall be given an explanation upon request. [When Per Diem employees are determined by the Employer to be the most qualified applicants and substantially equal, as between such Per Diem employees the Employer will select the Per Diem employee with the most "hours worked" in the Department with the job opening.]

6.7.1 Eligibility. If an employee is selected for a regular FTE position (.4 or greater) the employee will not be eligible to apply for a new position (including increased FTE in the same job) for ninety (90) days unless requested and approved by the employer.

## ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Work Period; Overtime. Forty (40) hours per week or eighty (80) hours within a fourteen (14) day period shall be considered the normal work week. Eight (8) hours shall be considered the normal work day, exclusive of the thirty (30) minute meal period. Hours actually worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week (eighty (80) hours in a fourteen (14) day period) shall be paid one and one-half (1 1/2) times the normal straight-time rate.

7.2 No Pyramiding. It is agreed that in administering the provisions of this Agreement, there shall be no pyramiding of overtime or premium pay paid at the rate of time and one-half (1 1/2).

7.3 Rest Periods. There shall be two (2) fifteen (15) minute relief periods with pay for all employees. Such periods shall be taken as nearly as possible at the middle of the first half and second half of each shift.

7.4 Rest Between Shifts. The Employer will make a good faith effort to provide each employee with an unbroken rest period of eleven (11) hours between shifts. In the event the employee is required to work within this eleven (11) hour period, the employee shall be paid at one and one-half (1 1/2) times the regular rate of pay for all hours worked within that eleven (11) hour period. This section shall not apply to standby and callback, inservice, education or training, committee meetings or staff meetings.

7.5 Work Schedules. Work schedules will be posted at least ten (10) business days prior to the beginning of the scheduled implementation date. Excluding emergencies (such as unplanned sick leave), early return required by law or regulation from approved leave of absence, and low census situations, schedules shall not be changed except by mutual agreement of the Employer and the employee(s) involved.

7.5.1 Changes in Shift Start. Changes in shift start times or work schedules may become necessary within a department or on a shift. Should the change in shift be one and one-half hours (1 ½) or less, the Employer will make the change on the next posted schedule and provide the employee(s) with a minimum of ten (10) business days notice. Should the shift change be greater than one and one-half hours (1 ½) or if it becomes necessary to realign schedules, a shift bid may be necessary within the shift or department.

In the event that twenty-five per cent (25%) or more of the employees in the department or shift are impacted the Employer will notify the Union and meet to discuss the proposal prior to employees being notified of the proposed change. A rebid of the schedule may be held, such rebid will be conducted in seniority order.

7.6 Report Pay. Full-time and part-time employees who report to work (as scheduled or called in), shall perform any work assigned for which the employee is qualified and shall be guaranteed two (2) hours' work or pay in lieu thereof at the straight-time rate, unless the Employer has given notice to the employee not to report to work no less than two (2) hours prior to the employee's designated start time. This provision shall not apply to extensions of, or early starting of, a regularly scheduled shift and this provision may be waived by written mutual agreement of the employee and supervisor. Overtime provisions of this Agreement shall apply if applicable. This Section shall not apply when the Employer has made a good faith effort to notify the employee by telephone of shift cancellation, nor shall this section apply to required staff meetings. It shall be the responsibility of each employee to keep supervision informed of his/her current telephone number for such contact attempts. Failure to do so shall also exempt the Employer from the provisions of this Section.

7.7 Weekends. The Employer shall make a good faith effort to schedule all full-time and part-time employees to two (2) weekends off out of each four (4) successive weekends; it being understood that certain positions may not be conducive to such scheduling.

However, in this regard, except for emergency situations, all full-time and part-time employees shall be scheduled off at least one (1) weekend out of each three (3) week period. This Section shall not apply to full-time and part-time employees who voluntarily agree to more frequent weekend duty, voluntary shift exchanges (trades) approved by the Employer, or working an every weekend position. The weekend shall be defined for first (day) and second (evening) shift personnel as Saturday and Sunday. For the third (night) shift personnel, the weekend shall be defined as Friday night and Saturday night. Subject to advance approval, employees may request the trading of weekends, provided the schedule change does not result in the Employer being liable for premium and/or overtime pay.

7.8 Consecutive Work Days. The Employer shall use its best efforts to avoid working full-time and part-time employees in excess of six (6) consecutive days. This provision shall not apply when an employee initiates an offer to management to work additional shifts.

## ARTICLE 8 - COMPENSATION

8.1 Wage Schedules. Job classifications and hourly rates of pay are set forth in Appendix A.

8.2 Effective Date. Wage increases, longevity steps, and any increases in differentials or premium pay provided for in this Agreement shall be effective on the first day of the pay period following eligibility for the increase.

8.2.1 Effective Date of Step Wage Increases. Step increases for all employees (including per diem employees) shall become effective at the beginning of the first pay period on which the anniversary date falls.

8.3 Work in Another Classification. An employee required to work in more than one (1) classification shall be paid for the number of hours in each classification. Where an employee is assigned to a higher paying job, the employee shall receive that rate of pay in that classification. If the employee is assigned to a position with lower pay, there shall be no reduction in the employee's regular rate of pay, unless by mutual agreement the reduced assignment is for an entire shift or part of a formal FTE assignment.

8.4 Promotion. Upon promotion to a higher pay grade, the employee promoted shall be placed on the longevity step that shall result in no less than a three percent (3%) wage increase.

## ARTICLE 9 - PREMIUM PAY

9.1 Shift Differential.

9.1.1 Service Employees. Employees shall receive a shift differential in accordance with the following:

|               |             |
|---------------|-------------|
| Evening Shift | \$1.35/hour |
| Night Shift   | \$1.85/hour |

There shall be no reduction of premium pay for employees working evening and night shifts on accruals of annual leave or sick leave.

9.1.2 Dietary Employees. A shift differential of one dollar and thirty-five cents (\$1.35) per hour will be paid to Dietary employees for all hours worked between 6:00 p.m. and midnight. A shift differential of one dollar and eighty-five cents (\$1.85) per hour will be paid for employees scheduled to work the 11:00 p.m. to 7:30 a.m. shift.

9.2 Standby Pay. Employees required to be on standby time shall be paid three dollars and twenty-five cents (\$3.25) per hour for such time.

9.3 Lead Pay. Employees performing lead responsibilities (including formalized training) as assigned by the supervision shall receive a one dollar and twenty-five cents (\$1.25) per hour premium for all such hours worked.

9.4 Weekend Premium Pay. A premium of one dollar and fifty cents (\$1.50) per hour shall be paid to full-time and part-time employees for all hours worked between 11:00 p.m. Friday and 11:00 p.m. Sunday. Such premium is excluded from overtime premium calculations unless otherwise required by the Fair Labor Standards Act. This premium shall not apply to Per Diem employees. The weekend premium shall only apply to weekends in departments where weekends are scheduled. Effective April 1, 2021 this premium will apply to Per Diem employees.

#### ARTICLE 10 - PAID TIME OFF PROGRAM

Paid Time Off Program – PTO & EIB. All full-time and part-time employees are eligible for paid time off (“PTO”) and Extended Illness Bank (“EIB”) pursuant to this article, and the provisions of the Employer’s policy, “Paid Time Off Program (PTO and EIB)”.

10.1 Accrual. Paid Time Off will accrue on all hours and low census hours not to exceed 2080 hours each anniversary year of employment. Full-time and part-time employees shall accrue PTO and EIB in accordance with the following schedule:

| Years of Service | <u>PAID TIME OFF (PTO)</u> |                        |                       | <u>EXTENDED ILLNESS BANK (EIB)</u> |                        |                       |
|------------------|----------------------------|------------------------|-----------------------|------------------------------------|------------------------|-----------------------|
|                  | Hourly Accrual*            | Maximum Hours Per Year | Maximum Accrued Hours | Hourly Accrual                     | Maximum Hours Per Year | Maximum Accrued Hours |
| 1 - 3 Years      | 0.0923                     | 192                    | 384                   | 0.0230                             | 48                     | 1040                  |
| 4 – 11 Years     | 0.1115                     | 232                    | 464                   | 0.0230                             | 48                     | 1040                  |
| 12 – 15 Years    | 0.1308                     | 272                    | 544                   | 0.0230                             | 48                     | 1040                  |
| 16 + Years       | 0.1385                     | 288                    | 576                   | 0.0230                             | 48                     | 1040                  |

\* Consistent with Section 10.2 below, PTO use during the first year is contingent upon completing three (3) months of continuous employment.

Accruals cease when the maximum accrual level has been reached, but resume when leave is taken to keep the accrual level below the maximum. [Unused PTO hours may at the employee's request be transferred and credited to the employee's EIB hours balance, so long as the employee maintains forty (40) hours in the PTO balance.]

10.2 PTO/EIB Eligibility & Purpose. PTO and EIB shall begin accruing the first day of employment. However, during the first ninety (90) days of continuous employment, the employee is not eligible to receive compensation from PTO. Upon satisfactory completion of ninety (90) days of continuous employment, an employee shall be eligible to use PTO for vacation and sick time, as well as observed holidays. As to EIB, it cannot be used during the first ninety (90) days of service. Thereafter, EIB is to be used for instances of short-term disability as permitted in this Article. The Employer may require a doctor's certificate or other verification of illness or injury acceptable to the Employer for PTO or EIB. PTO and EIB may be used in accordance with applicable state statute.

10.2.1 EIB Use. EIB may be paid on the third day [or sixteenth hour] of absence or an employee's bona fide illness or injury off the job or that of a qualified family member under state law. Additionally:

- a. Immediate access to EIB (without waiting period) is available due to inpatient hospitalization of the employee or the employee's family member (exclusive of Emergency Room visits), the employee's on-the-job injury, chemotherapy treatment, radiation treatment, or outpatient surgery of the employee. Immediate access to EIB for outpatient surgery is available when the surgery plus recovery period is three (3) days or more (as verified by physician certification). This immediate access will apply even when the days of recovery are not on scheduled work days;
- b. EIB may be accessed for the first day of absence if the employee has been on extended leave, returns, and cannot continue to work within forty-eight (48) hours;
- c. EIB may be accessed on the first day of absence if the employee is on continuous extended FMLA leave;
- d. For chronic serious illness requiring recurring treatment, EIB may be accessed for intermittent FMLA leave use without having to satisfy the waiting period that is charged to PTO. Employees may ask for review and utilization of this waiver benefit by the Harrison Leave Administrator and Executive Director of Human Resources.
- e. EIB may be used to offset reduced schedule due to illness/injury; and



- f. An employee who will receive time loss compensation under the Employer's Workers' Compensation program may supplement time loss payments by accessing limited accruals, up to the amount of the employee's pay for the hours the employee would have worked had the employee been available to work. The employee may choose to use either PTO or EIB to supplement time loss payments.

10.3 PTO/EIB Pay. PTO/EIB shall be paid at the rate the employee would have received had the employee worked during the period in question, and it may be used in one (1) hour blocks. Neither PTO nor EIB hours count as hours worked in determining eligibility for overtime.

10.3.1 Procedures for PTO/EIB. PTO or EIB must be scheduled in advance with the supervisor by employee request pursuant to each Department's procedures. The Employer shall determine whether schedules permit it to grant a PTO absence request. When advance scheduling is not feasible, such as illness, injury or personal emergency, then PTO hours may be used for such unscheduled absences. Other unscheduled absences shall not be authorized for PTO purposes or paid for the day of absence.

10.4 Scheduling PTO for Vacation. The Employer retains the right to schedule PTO for vacation purposes in a manner which is least disruptive to the normal operations of the Medical Center. Employees shall normally be allowed to take up to the entire amount of PTO they have earned in an uninterrupted period, and this Agreement does not automatically prohibit vacations longer than two (2) weeks. PTO for vacation shall be arranged at any time during the year that is mutually agreeable to the employee and the Employer. Upon timely written request to the Employer's Human Resources Department, employees shall be paid PTO pay prior to commencement of a vacation.

10.4.1 Departmental Selection Process – PTO Vacation Scheduling. Employees in a department shall be given preference in the choice of PTO vacation dates on the basis of seniority, provided they advise the Employer of their desired annual leave dates not later than January 31 of each year. For vacations from May 1<sup>st</sup> through April 30<sup>th</sup>, the Employer will reply to PTO vacation requests by February 28 of each year. For PTO vacation requests made outside this window (January 31<sup>st</sup> through February 28<sup>th</sup>) they must be in writing, will be reviewed on a first-come-first-served basis, and will be responded to within fifteen (15) days after receipt of the request. In any event, scheduling of PTO vacation is retained by the Employer. It is understood that employees' desires shall be given reasonable consideration. PTO vacation scheduling shall be an appropriate topic for discussion at the Labor Management Committee.

10.5 Termination. An employee who resigns or is laid off after three (3) months of continuous employment shall be paid any PTO earned in accordance with 10.1 above. This shall not apply to employees who fail to give the required fourteen (14) days' written notice of intention to terminate their employment (Section 5.2) or to employees discharged for just cause. (EIB is not paid out at termination or discharge. Further, upon notice of termination or discharge, an employee's EIB will not be available for use.)

10.6 Transfer to Another Department. An employee's scheduled PTO vacation shall not normally be changed if it was scheduled prior to transfer from one (1) department to another. If an employee does not have scheduled PTO vacation at the time of transfer, the PTO vacation preference will be based upon his/her seniority in the department to which the employee is transferred.

10.7 Coordination of EIB/Workers' Compensation. When an employee is eligible to receive payments under the Workers' Compensation Act, accrued EIB for which the employee is eligible may be used upon request to supplement such payments to make up the difference between the compensation received under the Workers' Compensation Act and the employee's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week.

10.8 PTO Cash Out Option. The Medical Center will allow PTO cash outs in accordance with IRS regulations. An employee may elect to cash out up to fifty percent (50%) of his or her annual PTO accrual. Employees electing to receive cash in lieu of paid time off must indicate their interest in doing so by making an irrevocable election during November Annual Enrollment each calendar year prior to accruing the time off in the following year.

For example, during Annual Enrollment a 16+ year employee may make an irrevocable election to cash out up to no more than fifty percent (50%) of the PTO hours he or she will accrue in the next calendar year, not to exceed one hundred forty-four (144) hours. The payment will be made in the following calendar year during the pay periods defined below. Payments will be made as follows:

Fifty percent (50%) of election amount paid by July 31 (not to exceed seventy-two (72) hours) and the remaining fifty percent (50%) paid by December 31 (not to exceed a total of one hundred forty-four (144) hours).

By December 31-- the remaining number of hours not cashed out up to one hundred forty-four (144) hours annual maximum).

Maximum cash out amounts will vary depending on an employee's length of service as set forth in Article 10.1. Employees who elect PTO cash out will accrue their elected PTO cash out hours in a separate accrual balance which will be visible on the pay stub. Employees will only have access to these accrued hours for purposed of elected cash out.

Employees who elect a pay out twice per year and who have not accrued fifty percent (50%) of their election by July will receive the amount they have earned toward their election and the remaining hours will be paid at the time of their December pay out.

Employees who experience a reduction in their overall PTO accrual (i.e., change in hours worked, etc.) or who stop accruing PTO due to a leave of absence or reaching the annual maximums, for example, may not reach their full cash out election amount and as such will only be paid what they have accrued toward the cash out election at the tie of payout.

Additionally, the employer shall provide cash out option for unforeseeable emergencies and in an amount reasonably necessary to satisfy the emergency need consistent with the U.S. Department of Treasury regulations.

Employees terminating employment with the Medical Center shall not be subject to the limitations above and shall be paid at one hundred percent (100%) in accordance with Article 10.5 of the Collective Bargaining Agreement.

#### ARTICLE 11 - HOLIDAYS

11.1 Recognized Holidays. Full-time and part-time employees shall receive the following holidays with pay included as part of their annual leave accrual (Section 10.1):

|                  |                  |
|------------------|------------------|
| New Year's Day   | Labor Day        |
| President's Day  | Thanksgiving Day |
| Memorial Day     | Christmas Day    |
| Independence Day | Personal Day     |

*Note: The personal holiday may be observed on a day mutually agreed in writing by the employee and supervisor. In such instances, the application of the time and one-half (1 1/2) premium pursuant to Section 11.2, below, shall be on the date so designated.*

11.2 Work on a Holiday. Full-time and part-time employees entitled to holiday pay who are required to work on a holiday shall receive time and one-half (1 1/2) the regular rate of pay for hours actually worked on a holiday, when a majority of hours worked in a shift fall on the holiday. In such situations, if an employee (regular full-time and part-time), works on the holiday, or if a holiday falls on an employee's regularly scheduled day off, the employee may receive the option of one (1) of the following:

- eight (8) hours pay from accrued annual leave within the current pay period, or
- an additional day off with pay from accrued annual leave to be taken within the current pay period, or
- the time to be continued in the employee's annual leave accrual.

Employees placed on standby (Sections 9.2, Standby Pay) on the holiday may choose to be paid for the holiday at the regular rate of pay or choose one (1) of the above options.

11.3 Per Diem Employees. Per Diem employees shall receive time and one-half (1 1/2) the normal straight-time rate for hours actually worked on a holiday, exclusive of the birthday holiday.

11.4 Date of Observance. Holidays in this Article are to be observed on the federally designated Monday except that Christmas Day shall always be observed on December 25, New Year's Day shall always be observed on January 1, Independence Day shall always be observed on July 4, and Thanksgiving Day shall always be observed on the 4th Thursday in November.

11.5 Holiday Scheduling. Employees shall be scheduled so that at least one (1) of the following holidays is off-duty: Thanksgiving, Christmas Day, New Year's Day. Department supervisors will post signup schedules for these holidays no later than August 1<sup>st</sup> to allow interested full-time or part-time employees the opportunity to indicate preferences. The final schedule will be posted no later than October 15<sup>th</sup>.

11.6 Conditional Employees. For holidays observed by the Medical Center during the first three (3) months of employment, a new full-time or part-time employee may be compensated for the holiday to the extent the employee has accrued benefits in this account.

## ARTICLE 12 - HEALTH & WELFARE: RETIREMENT

12.1 Harrison Health Insurance Benefits. Harrison Health Insurance Benefits. Employees with an assigned FTE of forty-eight (48) hours or more per pay period are considered full-time for benefit eligibility purposes. Employees with an assigned FTE between thirty-two (32) and forty-seven (47) hours per pay period are considered part-time for benefit eligibility purposes.

Employees can enroll in the benefit plans on the first of the month following thirty (30) days of active employment in a benefit eligible position. At least one (1) of the basic plan choices shall provide for the employee's own premiums to be fully paid by the Employer.

Dependent coverage shall be available with premiums shared by the Medical Center and the employee in accordance with the provisions of the plan. The Employer reserves the right to modify the plan or provide alternative plans. In the event the Employer chooses to modify its plan, it will notify the Union no less than sixty (60) days prior to the plan modification date.

12.2 Pre-Tax Basis. All premiums in excess of those established in 12.1 above shall be borne by the individual employee on a pre-tax basis. Deductions for each pay period shall be equal.

12.3 Life Insurance. The Employer shall provide a Life Insurance benefit for regular employees having an FTE assignment of .6 or greater.

12.4 Retirement Plan. Information regarding the Retirement Plan shall be made available to the Union and/or employees upon request. The Medical Center reserves the right to modify such plan provided that at least thirty (30) days' notification is given to the Union prior to any modification.

12.5 Long -Term Disability Insurance. The Employer will offer a long-term disability policy to employees for their voluntary participation at their own cost.

## 12.6 Health and Safety.

- a. The Employer recognizes its responsibility for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.
- b. Employees are encouraged to report any unsafe working condition(s) to their supervisors. No employee shall be disciplined or retaliated against for reporting such conditions. Employees shall follow all safety rules and regulations promulgated by the Medical Center.
- c. Consistent with applicable federal and state guidelines, the Safety Committee shall allow for membership representation of employee groups. Health and safety concerns of individual employee classifications can be addressed to this Committee. Committee meetings shall be on paid time. The Committee shall include at least one (1) employee appointed by the Union.
- d. The Employer shall maintain a program of infection and communicable disease control. The Employer shall advise employees when it is known they are exposed to infectious or communicable diseases and assist the employee in taking preventive measures which are consistent with patient/client care responsibilities.
- e. Hepatitis B vaccine will be made available and HIV testing for employees at risk, secondary needle stick/mucous membrane exposure, at no cost to the employee, if the employee is identified at risk by the Employer.
- f. In the event an employee sustains an injury while at work which requires medical attention, the Employer will provide appropriate emergency medical attention.

## ARTICLE 13 - LEAVES OF ABSENCE

13.1 Leaves of Absence. Requests for leaves of absence shall be required from the employee in writing as far in advance as possible stating the amount of time requested. A written reply shall be given by the Employer within fifteen (15) calendar days specifically granting or denying the request. When denied, the employee may request a review of the denial by the Vice President of Human Resources.

13.2 Family and Medical Leave Act. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 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 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 qualifies under both the Family and Medical Leave Act of 1993 (FMLA), state law or this collective bargaining agreement, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The employee shall be required to use any accrued paid leave time for which the employee is eligible during the leave of absence consistent with Medical Center policy. Generally, employees must give at least thirty (30) days' advance notice to the Employer of the request for leave.

13.3 Maternity Leave. Female employees shall not be denied the opportunity to work during the entire period of pregnancy and may continue working as long as the employee and her physician concur in the employee's ability to work and the demands of the job are satisfied. Accrued paid time benefits shall be used before changing to unpaid leave status. Time off for maternity and pregnancy disability will be subject to applicable state and federal laws and Harrison Medical Center's FMLA and leave policies.

13.4 Parental Leave. After completion of twelve (12) consecutive months of employment, a leave of absence without pay shall be granted upon request of the employee for a period of up to six (6) months for the care of a newborn or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to the date such leave commences. Employees must be regularly scheduled to work at least thirty-five (35) hours per week to be eligible for parental leave. Except in special circumstances, employees must give at least thirty (30) days' advance written notice of parental leave. The Employer shall guarantee the employee's position if the employee returns from leave on or before the first day of the thirteenth week. Parental leave shall be consistent with and subject to the conditions and limitations set forth by state law.

13.5 Health Leave. After one (1) year of continuous employment, a leave of absence for health reasons shall be granted upon the recommendation of a physician/medical provider (as defined by FMLA guidelines) for the period of disability up to six (6) months, without loss of seniority or benefits accrued to the date such leave commences. The Employer shall guarantee the employee's position if the employee returns from FMLA leave on or before the first day of the thirteenth week; thereafter, the employee shall be entitled to return to the first available opening at the employee's same full-time equivalent (FTE) status for which the employee is qualified. The Employer may require a statement from the attending physician/medical provider attesting to the employee's capability to perform the work required of the job. Employees on a leave of absence for health reasons shall, for a period of up to eighteen (18) months, be allowed to make self-payments for continued coverage under the Employer's medical and dental plans.

13.6 Educational Leave. Up to three (3) days per year of leave with pay at the regular rate may be granted for attending professional meetings such as workshops, seminars and educational programs provided such leave shall be subject to budgetary considerations, approval of the subject matter to be studied and scheduling requirements of the Hospital. The term "professional meetings" is defined as meetings conducted to develop the skills and qualifications of employees for the purpose of enhancing and upgrading the quality of patient care.

13.7 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States, or in order for an employee to fulfill her/his obligated service in the uniformed services, shall be granted without pay, without loss of benefits or seniority or pay status accrued during the leave, and shall not be considered part of the employee's annual leave, unless the employee requests to use annual leave. Upon return from military service, the employee shall be provided reinstatement rights set forth in the Uniformed Service Employment and Reemployment Rights Act.

13.8 Jury Duty. Compensation for jury duty for regular full-time and regular part-time employees shall be paid the employee's regular rate of pay. Reimbursement for meals or transportation shall not be deducted.

13.9 Bereavement Leave. Leave with pay up to forty (40) hours may be allowed for death in the immediate family. Such leave must be taken within a seven (7) calendar day period. Immediate family shall be defined as grandparent, grandchildren, spouse (or qualified domestic partner), parent or person *in loco parentis* (other person who raised employee as a parent would), child or person who was raised as the employee's child, sibling, stepparent, stepchild, step-grandparents, parent-in-law, brother/sister-in-law, significant other, daughter/son-in-law.

13.10 Union Leave. An employee may be granted an unpaid leave of absence for up to twelve (12) months to assume a position with the Union at the Employer's discretion (current seniority "frozen" for employee while on such leave). For such leave granted up to twelve (12) weeks, the employee shall be entitled to return to the employee's former position at the end of the approved leave period. For such a leave granted greater than twelve (12) weeks, but no longer than twelve (12) months, the employee shall only be entitled at the end of the approved leave period to placement in the first available opening for a position that the employee is qualified for pursuant to Section 6.7, Job Posting.

13.11 Short Term Personal Leave. Full-time or part-time employees may be granted up to three (3) days off per year without pay, subject to departmental scheduling and manager discretion.

## ARTICLE 14 - GRIEVANCES

Grievance defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted by the employee to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. The employee shall first attempt to resolve the problem with the immediate supervisor and in no event later than fourteen (14) calendar days from the date the employee was or should have been aware that a grievance existed. The immediate supervisor shall be given fourteen (14) calendar days to resolve the problem. This grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement has been extended by the mutual written consent of the parties. Grievances arising during the term of the contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Agreement shall be null and void and shall not be subject to the grievance procedure.

### Step 1: Employee and Immediate Supervisor

The employee or representative of the Union must file a written step 1 grievance no later than fourteen (14) calendar days from the date the employee was or should have been aware that a grievance existed. The grievance shall contain a description of the alleged problem, the specific section of the Agreement that has been allegedly breached, the date it occurred and the corrective action the grievant is requesting. (At the request of the employee, the Union shop steward or Union representative may also be involved in this discussion at Step 1.) The immediate supervisor/Manager shall be given seven (7) calendar days to have a conference with the grievant to discuss the grievance and try to resolve the problem. The supervisor/Manager shall issue a written reply on the grievance within fourteen (14) calendar days of the Step 1 grievance conference. A timely request for an extension to the fourteen-day period for filing a Step 1 grievance will not be unreasonably denied.

### Step 2: Employee, Union Representative and Vice President of Human Resources

If the matter is not resolved to the employee's satisfaction at Step 1, the employee shall reduce the grievance to writing and shall present same to the Director of Human Resources within fourteen (14) calendar days of the immediate supervisor's decision. The written grievance shall contain a description of the alleged problem, the specific section of the contract that has been allegedly breached, the date it occurred and the corrective action the grievant is requesting. A conference between the employee (and the Union Representative, if requested by the employee) and the Director of Human Resources shall be held within fourteen (14) calendar days, or a mutually-agreeable time, from receipt of the written grievance. The Director of Human Resources shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.



### Step 3: Employee, Union Representative and Vice President, Human Resources

If the matter is not resolved to the employee's satisfaction at Step 2, the employee or union representative may file a written Step 3 grievance with the Vice President, Human Resources or his/her designee within fourteen (14) calendar days of the Employer's Step 2 written reply. A conference between the employee (and the Union Representative, if requested by the employee) and the Vice President, Human Resources (or his/her designee), and other management as needed, shall be held at a mutually-agreeable time for the purpose of resolving the grievance. The Vice President, Human Resources (or his/her designee) shall issue a written reply within fourteen (14) calendar days of the Step 3 grievance conference.

### Step 4: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations specified in Steps 1, 2, and 3 herein, the employee with the assistance of the Union may submit the issue in writing to final and binding arbitration within twenty (20) calendar days following the meeting between the Director of Human Resources and the employee. Within seven (7) calendar days of notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. 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 from Washington or Oregon. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties.

The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

## ARTICLE 15 - NO STRIKE; NO LOCKOUT

The parties to this Agreement realize that the Medical Center provides special and essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) Lockout: the Employer shall not lock out its employees, and (b) Strike Actions:

neither the employees nor their agents or any other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, strike picketing, walkout, slowdown or any other interference with the operations of the Employer, including any refusal to cross any labor organization's picket line. Any employee participating in any strike, sympathy strike, strike picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to immediate dismissal. This provision (b) shall not prevent the employees or their representatives from engaging in any other lawful concerted activities that do not constitute strike activities, as indicated above. This provision (b) shall also not apply to or restrict employees' activities on behalf of other bargaining units of the Employer while on non-work time. This Article only applies to the Union's actions on behalf of employees covered under this Agreement.

#### ARTICLE 16 - MANAGEMENT RESPONSIBILITIES

Subject to the express terms and conditions of this Agreement, the management of the Hospital and the direction of the work force, including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for the other reasons; to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; to promulgate rules, regulations and personnel policies; the right to determine the extent to which the Hospital shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish, change and adjust work schedules, to subcontract out work and to extend, limit or curtail its operations is vested exclusively in the Employer. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by 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.

#### ARTICLE 17 - GENERAL PROVISIONS

17.1 Federal and State Laws. This Agreement shall be subject to all present and future applicable federal and state laws and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

17.2 Changes or Amendments. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

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

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


ARTICLE 18 - TERM OF AGREEMENT


This Agreement shall be effective upon ratification, and shall continue in full force and effect to and including the last day of March 31, 2023, and shall continue in effect from year to year thereafter unless terminated by written notice served by either party ninety (90) days prior to the anniversary date.


IN WITNESS WHEREOF the parties have executed this Agreement this 23 day of October, 2020.

HARRISON MEDICAL CENTER

UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 21

  
\_\_\_\_\_  
Marie LaMarche  
Division Director of Labor Relations

  
\_\_\_\_\_  
Mia Contreras, Executive Vice President

  
\_\_\_\_\_  
Sharon Royne  
Sr Vice President, Human Resources

  
\_\_\_\_\_  
Sean Embly, Negotiator

Appendix A

Harrison Medical Center - Service & Dietary

Year 1 - Effective Upon Ratification

| Job Title                      | BASE  | YR 1  | YR 2  | YR 3  | YR 4  | YR 5  | YR 6  | YR 7  | YR 8  | YR 9  | YR 10 | YR 11 | YR 12 | YR 13 | YR 14 | YR 15 | YR 16 | YR 17 | YR 18 | YR 19 | YR 20 | YR 21 | YR 22 | YR 23 | YR 24 | YR 25 | YR 26 |
|--------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| CATERER - CATERING COORDINATOR | 17.75 | 18.09 | 18.47 | 18.84 | 19.22 | 19.60 | 20.00 | 20.41 | 20.82 | 21.24 | 21.65 | 22.08 | 22.52 | 22.97 | 23.43 | 23.90 | 24.38 | 24.87 | 25.37 | 25.88 | 26.40 | 26.93 | 27.47 | 27.99 | 28.53 | 29.08 | 29.64 |
| DIET OFFICE SPECIALIST         | 15.56 | 15.97 | 16.42 | 16.79 | 17.17 | 17.55 | 17.95 | 18.36 | 18.77 | 19.20 | 19.62 | 20.01 | 20.41 | 20.82 | 21.24 | 21.66 | 22.09 | 22.53 | 22.98 | 23.44 | 23.91 | 24.39 | 24.87 | 25.37 | 25.88 | 26.40 | 26.93 |
| COOK                           | 17.75 | 18.09 | 18.47 | 18.84 | 19.22 | 19.60 | 20.00 | 20.41 | 20.82 | 21.24 | 21.65 | 22.08 | 22.52 | 22.97 | 23.43 | 23.90 | 24.38 | 24.87 | 25.37 | 25.88 | 26.40 | 26.93 | 27.47 | 27.99 | 28.53 | 29.08 | 29.64 |
| ENVIRONMENTAL SVC TECH         | 15.00 | 15.00 | 15.33 | 15.68 | 16.02 | 16.40 | 16.75 | 17.14 | 17.52 | 17.91 | 18.33 | 18.70 | 19.07 | 19.45 | 19.84 | 20.24 | 20.64 | 21.05 | 21.47 | 21.90 | 22.34 | 22.79 | 23.25 | 23.71 | 24.18 | 24.65 |       |
| LINEN TECHNICIAN               | 15.00 | 15.00 | 15.33 | 15.68 | 16.02 | 16.40 | 16.75 | 17.14 | 17.52 | 17.91 | 18.33 | 18.70 | 19.07 | 19.45 | 19.84 | 20.24 | 20.64 | 21.05 | 21.47 | 21.90 | 22.34 | 22.79 | 23.25 | 23.71 | 24.18 | 24.65 |       |
| NUTRITION SRVS AIDE II         | 15.18 | 15.61 | 16.02 | 16.37 | 16.74 | 17.13 | 17.51 | 17.90 | 18.31 | 18.72 | 19.15 | 19.53 | 19.92 | 20.32 | 20.73 | 21.14 | 21.56 | 21.99 | 22.43 | 22.88 | 23.34 | 23.81 | 24.29 | 24.77 | 25.25 | 25.74 |       |
| RECEIVING CLERK                | 18.47 | 18.91 | 19.35 | 19.80 | 20.22 | 20.67 | 21.09 | 21.54 | 21.96 | 22.40 | 22.84 | 23.29 | 23.72 | 24.17 | 24.63 | 25.08 | 25.53 | 25.98 | 26.43 | 26.89 | 27.35 | 27.81 | 28.28 | 28.75 | 29.22 |       |       |
| INVENTORY TECH                 | 16.56 | 16.89 | 17.23 | 17.57 | 17.93 | 18.28 | 18.66 | 19.03 | 19.40 | 19.80 | 20.19 | 20.59 | 20.99 | 21.40 | 21.81 | 22.23 | 22.65 | 23.07 | 23.49 | 23.91 | 24.34 | 24.77 | 25.20 | 25.63 | 26.06 |       |       |

Year 2 - April 1, 2021

| Job Title                      | BASE  | YR 1  | YR 2  | YR 3  | YR 4  | YR 5  | YR 6  | YR 7  | YR 8  | YR 9  | YR 10 | YR 11 | YR 12 | YR 13 | YR 14 | YR 15 | YR 16 | YR 17 | YR 18 | YR 19 | YR 20 | YR 21 | YR 22 | YR 23 | YR 24 | YR 25 | YR 26 |
|--------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| CATERER - CATERING COORDINATOR | 18.11 | 18.45 | 18.84 | 19.22 | 19.60 | 19.99 | 20.40 | 20.82 | 21.24 | 21.66 | 22.08 | 22.52 | 22.97 | 23.43 | 23.90 | 24.38 | 24.87 | 25.37 | 25.88 | 26.40 | 26.93 | 27.47 | 27.99 | 28.53 | 29.08 | 29.64 |       |
| DIET OFFICE SPECIALIST         | 15.87 | 16.29 | 16.75 | 17.13 | 17.51 | 17.90 | 18.31 | 18.73 | 19.15 | 19.58 | 20.01 | 20.41 | 20.82 | 21.24 | 21.66 | 22.09 | 22.53 | 22.98 | 23.44 | 23.91 | 24.39 | 24.87 | 25.37 | 25.88 | 26.40 | 26.93 |       |
| COOK                           | 18.11 | 18.45 | 18.84 | 19.22 | 19.60 | 19.99 | 20.40 | 20.82 | 21.24 | 21.66 | 22.08 | 22.52 | 22.97 | 23.43 | 23.90 | 24.38 | 24.87 | 25.37 | 25.88 | 26.40 | 26.93 | 27.47 | 27.99 | 28.53 | 29.08 |       |       |
| ENVIRONMENTAL SVC TECH         | 15.00 | 15.29 | 15.64 | 15.99 | 16.34 | 16.73 | 17.09 | 17.48 | 17.87 | 18.27 | 18.70 | 19.07 | 19.45 | 19.84 | 20.24 | 20.64 | 21.05 | 21.47 | 21.90 | 22.34 | 22.79 | 23.25 | 23.71 | 24.18 | 24.65 |       |       |
| LINEN TECHNICIAN               | 15.00 | 15.29 | 15.64 | 15.99 | 16.34 | 16.73 | 17.09 | 17.48 | 17.87 | 18.27 | 18.70 | 19.07 | 19.45 | 19.84 | 20.24 | 20.64 | 21.05 | 21.47 | 21.90 | 22.34 | 22.79 | 23.25 | 23.71 | 24.18 | 24.65 |       |       |
| NUTRITION SRVS AIDE II         | 15.48 | 15.92 | 16.34 | 16.70 | 17.07 | 17.47 | 17.86 | 18.26 | 18.68 | 19.09 | 19.53 | 19.92 | 20.32 | 20.73 | 21.14 | 21.56 | 21.99 | 22.43 | 22.88 | 23.34 | 23.81 | 24.29 | 24.77 | 25.25 | 25.74 |       |       |
| RECEIVING CLERK                | 18.84 | 19.29 | 19.74 | 20.20 | 20.62 | 21.08 | 21.51 | 21.97 | 22.40 | 22.85 | 23.30 | 23.76 | 24.17 | 24.63 | 25.08 | 25.53 | 25.98 | 26.43 | 26.89 | 27.35 | 27.81 | 28.28 | 28.75 | 29.22 |       |       |       |
| INVENTORY TECH                 | 16.89 | 17.23 | 17.57 | 17.92 | 18.29 | 18.65 | 19.03 | 19.41 | 19.79 | 20.20 | 20.59 | 20.99 | 21.40 | 21.81 | 22.23 | 22.65 | 23.07 | 23.49 | 23.91 | 24.34 | 24.77 | 25.20 | 25.63 | 26.06 |       |       |       |

Year 3 - April 1, 2022

| Job Title                      | BASE  | YR 1  | YR 2  | YR 3  | YR 4  | YR 5  | YR 6  | YR 7  | YR 8  | YR 9  | YR 10 | YR 11 | YR 12 | YR 13 | YR 14 | YR 15 | YR 16 | YR 17 | YR 18 | YR 19 | YR 20 | YR 21 | YR 22 | YR 23 | YR 24 | YR 25 | YR 26 |
|--------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| CATERER - CATERING COORDINATOR | 18.43 | 18.77 | 19.17 | 19.56 | 19.94 | 20.34 | 20.76 | 21.18 | 21.61 | 22.04 | 22.47 | 22.91 | 23.37 | 23.84 | 24.32 | 24.81 | 25.31 | 25.81 | 26.33 | 26.86 | 27.40 | 27.95 | 28.50 | 29.05 | 29.60 |       |       |
| DIET OFFICE SPECIALIST         | 16.15 | 16.58 | 17.04 | 17.43 | 17.82 | 18.21 | 18.63 | 19.06 | 19.49 | 19.92 | 20.36 | 20.77 | 21.18 | 21.61 | 22.04 | 22.48 | 22.92 | 23.38 | 23.85 | 24.33 | 24.82 | 25.32 | 25.82 | 26.33 | 26.84 |       |       |
| COOK                           | 18.43 | 18.77 | 19.17 | 19.56 | 19.94 | 20.34 | 20.76 | 21.18 | 21.61 | 22.04 | 22.47 | 22.91 | 23.37 | 23.84 | 24.32 | 24.81 | 25.31 | 25.81 | 26.33 | 26.86 | 27.40 | 27.95 | 28.50 | 29.05 |       |       |       |
| ENVIRONMENTAL SVC TECH         | 15.14 | 15.56 | 15.91 | 16.27 | 16.63 | 17.02 | 17.39 | 17.79 | 18.18 | 18.59 | 19.03 | 19.40 | 19.79 | 20.19 | 20.59 | 21.00 | 21.42 | 21.85 | 22.28 | 22.73 | 23.19 | 23.66 | 24.13 | 24.60 |       |       |       |
| LINEN TECHNICIAN               | 15.14 | 15.56 | 15.91 | 16.27 | 16.63 | 17.02 | 17.39 | 17.79 | 18.18 | 18.59 | 19.03 | 19.40 | 19.79 | 20.19 | 20.59 | 21.00 | 21.42 | 21.85 | 22.28 | 22.73 | 23.19 | 23.66 | 24.13 | 24.60 |       |       |       |
| NUTRITION SRVS AIDE II         | 15.75 | 16.20 | 16.63 | 16.99 | 17.37 | 17.78 | 18.17 | 18.58 | 19.01 | 19.42 | 19.87 | 20.27 | 20.68 | 21.09 | 21.51 | 21.94 | 22.37 | 22.82 | 23.28 | 23.75 | 24.23 | 24.72 | 25.20 | 25.68 |       |       |       |
| RECEIVING CLERK                | 19.17 | 19.63 | 20.09 | 20.55 | 20.98 | 21.45 | 21.89 | 22.35 | 22.79 | 23.25 | 23.71 | 24.18 | 24.65 | 25.12 | 25.59 | 26.06 | 26.53 | 27.00 | 27.47 | 27.95 | 28.43 | 28.91 | 29.39 | 29.87 |       |       |       |
| INVENTORY TECH                 | 17.19 | 17.53 | 17.88 | 18.23 | 18.61 | 18.98 | 19.36 | 19.75 | 20.14 | 20.55 | 20.95 | 21.37 | 21.79 | 22.23 | 22.65 | 23.07 | 23.49 | 23.91 | 24.34 | 24.77 | 25.20 | 25.63 | 26.06 |       |       |       |       |

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HARRISON MEDICAL CENTER  
AND  
UFCW LOCAL 21

1. Effective the first full pay period following the date of ratification, December 10, 2017 all steps in all job classifications that are below fifteen dollars (\$15.00) an hour will move immediately to fifteen (\$15.00) dollars an hour for both incumbents and future hires as per the Employers August 15, 2017 proposal. These steps shall remain at fifteen dollars (\$15.00) an hour until the frozen wage step rates would otherwise move above fifteen dollars (\$15.00) an hour due to future increases to the scale. Incumbents shall retain their anniversary date for purposes of step advancement. It is possible that an incumbent will advance a step and remain at fifteen dollars (\$15.00) an hour as a result of that step advancement.
2. The Employer agrees that monthly employee medical premium contributions for calendar year 2021 will not exceed employee premium amounts in existence as of January 1, 2020 for like plans.
3. The Medical Center attests that any new relationship involving CHI and Dignity Health or any comparable new relationship between CHI and any other entity will have no impact on bargaining relationships or the contractual terms and conditions of employment for bargaining unit employees employed by the Medical Center. The 2020 - 2023 collective bargaining agreement will continue unaffected through any new relationship between CHI and Dignity Health or through any comparable new relationship between CHI and any other entity for the contract term.
4. In the event that bargaining unit positions are utilized at the expanded Silverdale hospital, the terms of this Agreement shall apply if required by law.
5. Ratification Bonus – Effective within 2 pay periods following date of ratification. Must be on Payroll as of date of payment. Pro-rated based on 1.0 FTE \$150, so for example .5 FTE would receive \$75. Per diem are paid based on a .2 FTE.
6. During the duration of the 2020 CBA, if the Medical Center expands the number of Recognized Holidays beyond those identified in 11.1, the Medical Center agrees to add the additional Recognized Holiday to the CBA at the same time it is implemented elsewhere.

7. The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous, and dignified manner when such individuals interact with fellow employees, patients, and the public. The Employer agrees to notify the Union at least 90 days in advance of any modification or termination of the Conflict Resolution Policy.
8. Acknowledging that the assignment of leads is a management right and prerogative, the parties agree to discuss the different departmental approaches to the use of leads in a Labor Management Committee.

For Harrison Medical Center:

By: Maura Maucha  
Its: Division Dir. Labor Relations  
Date: September 22, 2020

For UFCW Local 21:

By: Tom M Gully  
Its: Membership Action Director  
Date: October 8 2020

Letter of Understanding  
By and Between  
Harrison Medical Center

And

United Food & Commercial Workers, Local 21

Harrison Medical Center ("Harrison") and United Food & Commercial Workers, Local 21 ("Union") have agreed:

1. Environmental Services Technicians shall be provided two (2) sets of required scrubs at time of hire and one (1) set annually thereafter at the employer's expense. If eligible, Environmental Service Technicians will fill out an order form indicating correct uniform/scrub size by January 15 of every year. Harrison Medical Center will order uniforms/scrubs during the first quarter of the year.
2. Harrison will be studying its apparel requirements in the future, and reserves the right to make changes, including discontinuing scrub requirements. Harrison will meet with the Union in joint labor-management discussion to review and discuss such changes when it is ready to proceed with new apparel policies for Environmental Services Technicians. The employer agrees to bargain over changes that will increase costs of employer supplied uniforms/scrubs.

For Harrison Medical Center:

For UFCW Local 21:

By: Maura Mank  
Its: Division Director, Labor Relations  
Date: September 22, 2020

By: Jan M. Kelly  
Its: Membership Action Director  
Date: October 8, 2020



# THE UNION DIFFERENCE

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

## A Voice at Work

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

## Right to Union Representation

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

## Just Cause for Discipline

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

## The Security of a Union Contract

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

## Union Leadership

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

# My Shop Steward is:

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# My Union Rep is:

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

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

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

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

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

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

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

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

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

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

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

UFCW3000



**UFCW3000**

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

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