

Agreement by and between

# **UFCW 21 and Olympic Medical Center**



## **Home Health**

**Effective 3/1/2020 - 2/28/2023**



# YOUR VOICE, YOUR UNION, YOUR CONTRACT

## About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 46,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

My Union Representative:

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My Union Steward:

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**With a union you and your co-workers have a voice in decisions about your work life—**wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

**A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.**

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THIS AGREEMENT is made and entered by and between Olympic Medical Home Health, a Division of the Clallam County Public Hospital District #2, d/b/a Olympic Medical Center, hereinafter referred to as the "Employer", or "Agency", and UFCW Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union".

## PREAMBLE

The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work, and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1 below.

## ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and part-time employees and per diem employees designated by the classifications set forth in the attached wage schedules (see Exhibit "A"), as certified by the State of Washington, Public Employment Relations Commission in Case Number 12439-E-96-02077; excluding management, supervisors, confidential employees and all other employees.

1.2 The Employer shall notify the Union in writing at least seven (7) calendar days in advance of job posting of any new positions appropriate to the bargaining unit.

## ARTICLE 2 - DEFINITIONS

### 2.1 Probationary Employees.

An employee shall be considered a probationary employee during the first ninety (90) days or 520 hours, whichever is greater, of most recent continuous employment, during which benefits are accrued but may not be utilized pursuant to this Agreement. During probation an employee may be disciplined or discharged without cause and without recourse to the grievance procedure. The probationary period may be extended up to an additional ninety (90) days. Employees who change positions within the agency may be subject to a new review period but are considered regular employees and not probationary employees; if such an employee's performance is deemed less than satisfactory, the employee shall be returned to the former position if available and otherwise laid off with recall rights.

### 2.2 Regular Employees.

A regular employee is an employee who has completed the probationary period.

### 2.3 Regular Full-Time Employees.

Regular full-time employees are those employees regularly scheduled to work forty (40) hours within a seven (7) day period and are designated regular full time by personnel action request.

## 2.4 Regular Part-Time Employees.

Regular part-time employees are those employees regularly scheduled to work less than forty (40) hours within a seven (7) day period. In the event a part-time employee is scheduled by the department to work in his/her classification at least a 0.2 FTE (eight (8) hours per week) above the employee's regularly assigned FTE, in a current four (4) month period, excluding:

- a. Vacation or leave without pay
- b. Medical leave (i.e., time loss injuries, maternity leaves, etc.)
- c. Coverage by the employee for another employee's authorized leaves of absence;

The employee may request that his/her FTE be increased to the hours and schedule actually worked. The request will be granted, unless it is probable that the reasons for the extra hours are concluding. If granted, the increase in FTE may be limited by the duration of the reasons for the extra hours.

## 2.5 Per Diem Employees.

A per diem employee is one who works intermittently or in a casual status. Per diem employees shall work at least 96 days per calendar year, excluding therapists and non-clinical staff who shall work at least 24 days per calendar year or may be subject to removal from the per diem list by the OMHH, and shall work at least one weekend per month and one holiday per year, excluding therapists and non-clinical staff. Per diem employees paid by the hour shall receive a premium in lieu of benefits of fifteen percent (15%) of the employee's hourly rate set forth in Exhibit A. Any change to or from per diem status and/or method of compensation shall be by mutual agreement of the Employer and employee on a prospective basis. Per Diem employees shall be scheduled by the Employer in such a manner as will best meet client needs, taking into consideration relevant skills and abilities and continuity of care as well as the employee's availability and need to maintain clinical competency. Per Diem employees are required to provide their schedule of available dates for the upcoming calendar month by the 1st of the prior month. After taking into consideration the foregoing, the Employer will use its best efforts to equitably distribute available work opportunities among all per diem employees.

## 2.6 Temporary Employees.

A temporary employee is one hired on an interim basis, not to exceed ninety (90) days, unless replacing an employee on leave, to perform special tasks, or take the place of a regularly scheduled employee. Temporary employees are not covered by this Agreement, nor are they included in the bargaining unit.

## 2.7 Month and Year.

A month is defined as 173.3 regular paid hours. A year is defined as 2,080 regular paid hours.

## 2.8 Regular Paid Hours.



Those hours for which an employee receives regular compensation (i.e., straight-time hours, including straight-time call-in hours and approved paid leave). This excludes overtime hours, call-back hours, stand-by hours and all other hours. However, for regular employees, the Employer's "convenience hours" will be used to accrue fringe benefits under this Agreement.

## 2.9 Regular Rate of Pay.

The regular rate of pay as used in this Agreement is an hourly rate and is determined by dividing the employee's total remuneration for services during hours of employment in the work period by the total number of hours actually worked in that work period for which hourly compensation was paid. (Above remuneration does not include pay for PTO, gifts and Employer contribution to health insurance, retirement plan and required Employer payroll taxes and excludes pay for time not worked.)

## 2.10 Lead.

The employer may, in its discretion, assign lead duties when it is deemed appropriate. An employee assigned by the employer as a lead shall receive one dollar and fifty cents (\$1.50) over the regular rate of pay for all hours assigned lead responsibilities by his/her manager.

## 2.11 Preceptor.

Preceptor assignments shall be determined by the employer and made only by mutual agreement of the employer and the employee involved. A preceptor is an experienced clinical employee who has excelled in clinical teaching communication skills and who has been assigned by the employer the task of preceptor for a defined period of time determined by the employer (generally two weeks with a check-in with the clinical manager or designee which may result in one to two additional weeks.) The employer may require completion of an appropriate in-service or other applicable program prior to making a preceptor assignment. The employer shall provide a checklist of responsibilities and duties to a clinical employee who is given a preceptor assignment which shall include, but is not limited to, planning, organizing and evaluating the orientation of newly hired clinical staff. Inherent in the preceptor roles is the responsibility for a specific, criteria-based and goal-directed education and training for a specific orientation period determined by the employer. Newly transferred experienced clinical staff may not be assigned a preceptor based on their knowledge, skills, competence and ability or previous orientation to the department or facility determined by management. It is understood that clinical, as well as administrative, staff in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new or transferring staff. This may include but is not limited to providing informational assistance, support and guidance to staff, and may include competency assessments, Epic orientation and ongoing assistance, support with other computer-based programs, training on equipment, reviewing and instruction regarding processes, protocols and procedures. Employees are expected to participate in the foregoing in the ordinary course of their responsibilities and shall not be entitled to the preceptor premium, although some of the foregoing activities may be performed by a designated preceptor who will receive the premium. Such assignments may include students, in the employer's discretion. An employee assigned by the employer as a

preceptor shall receive one dollar (\$1.00) over the regular rate of pay for all hours assigned preceptor responsibilities by his/her manager.

#### 2.12 Certification Premium.

OMHH employees certified in a specialty area by a national organization shall be paid a premium of one-dollar (\$1.00) per hour provided that the particular certification has been approved by the Director and Assistant Administrator and further provided that the employee continues to meet all education and other requirements to keep the certification current in good standing. Only one certification premium rate can be credited per employee.

## ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care efficiently and economically, and of meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Agency, including, but not limited to, the right to require standards of performance and the maintenance of order and efficiency; to direct employees and determine job assignments; to schedule work; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to utilize personnel, methods, and means in the most appropriate and efficient manner possible; to establish and change shifts, workdays, hours of work, work locations and assign work duties; the right to contract for the services of temporary personnel; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to classify and transfer employees; to promote employees and lay off employees for lack of work or other legitimate reasons; to recall employees; to reprimand, suspend, discharge, demote or otherwise discipline employees for just cause; to promulgate work rules, regulations and personnel policies. These management functions are vested exclusively in the Employer. The above statement of management functions shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in conflict with the terms and/or conditions of this Agreement or the Employer's obligation to bargain, upon request, with the Union over wages, hours and working conditions, or is to be construed in any way to interfere with the ability of the Employer to manage and control the Agency.

## ARTICLE 4 - UNION MEMBERSHIP & DUES

### 4.1 Union Shop.

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the Union except as provided by law.

## 4.2 Union Shop Enforcement.

Employees who fail to comply with this membership requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement. Upon receipt of a letter requesting termination of an employee who has not complied with Article 4.2 of this Agreement, the Employer shall promptly notify the employee that if he/she has not complied with the Union membership requirements of this Article within thirty (30) calendar days from the date of receipt of the written request for termination, his/her employment shall be automatically terminated.

In the event of any discharge pursuant to the terms of this Article, the Union hereby agrees to indemnify and hold the Employer harmless from any loss as a result of such discharge. Upon request, the Union shall provide written confirmation that it has complied with the Union constitution, bylaws and internal proceedings and that the discharge was required on a non-discriminatory basis.

## 4.3 Dues/Initiation Fees.

During the term of this Agreement, the Employer shall deduct all Union dues and fees 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 within five (5) business days of a pay day in which the authorization is effective by check payable to its order. Included with the check the Employer shall provide the Union with a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include the employee's name, employee identification number and the 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 Employer will distribute a copy of this Agreement and a union membership application and dues/service fee deduction form to all newly hired employees conditioned upon the Union providing sufficient copies to the Employer in advance.

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

## 4.4 Master Lists/Status Reports.

Each month the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the following information available to the Employer at the time the report is produced: employees' first name, middle initial and last name, employee social security number, address (including city, state and zip) contact phone number, date of birth, date of hire, seniority date, department, job classification, bargaining unit, shift, FTE, status as active or terminated (and date of termination), rate of pay, and hours worked.

The Union recognizes and agrees that employee social security numbers and addresses are private and will be used for representational purposes only. The Union will take reasonable steps to safeguard this information and to insure against improper disclosure.

#### 4.5 Voluntary Political Action Fund Deduction.

Based on its system requirements and capability, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. The amount deducted and a roster of employees using this deduction will be transmitted to the Union. 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, and other liability that may arise against the Employer for or on account of any deductions made from the wages of such employee.

The Union agrees that neither employees nor its representatives will solicit for political action fund deductions in patient care/service areas. The Union will reimburse the Employer for its reasonable cost of administering the political action deduction, based upon the requirements of the Federal Election Campaign Act (FECA) and the Employer's reasonable administrative costs.

## ARTICLE 5 - RIGHT OF ACCESS/UNION BUSINESS

### 5.1 Union Access.

A duly authorized representative of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of transacting Union business which cannot be transacted elsewhere; provided, however, that the Union representative first notifies the Administrator or designee of their presence, advises the Administrator or designee as to which location or work areas the Union representative wishes to visit, and confines the visit to such location or work areas as agreed upon. It is understood and agreed that transaction of any business shall be conducted in an appropriate location subject to general rules applicable to non-employees, and that no interference with the work of the employees in an agency office location/work station, in a client home, in transit on client visit/agency business or the proper operation of the Employer shall result.

### 5.2 Stewards.

The Union shall have the right to select Stewards from among employees in the bargaining unit.

The Union shall notify the Employer, in writing, of the names of the Stewards. A Steward may investigate circumstances or grievances, during released time without pay, and may contact other employees briefly during their on-duty hours pursuant to such investigation. Prior to commencing such investigation, a Steward must request permission to leave duties from the representative's supervisor,

and state the basic purpose and expected duration. On completion of the investigation, the Steward will advise the supervisor. It is clearly understood that such activity shall not take precedence over job requirements, as determined by the supervisor. Should the Employer require a Steward to meet with management, the Steward shall be paid for the duration of the meeting during the unit representative's regularly scheduled shift.

### 5.3 Agency Facilities.

The Union may be permitted to use Agency facilities for meetings of the local unit, provided sufficient advance request for use of such facilities is made to the Administrator or appropriate designee, appropriate space is available, and there are no schedule conflicts.

## ARTICLE 6 – EMPLOYMENT PRACTICES

### 6.1 Job Posting.

Whenever possible, notice of regular positions to be filled shall be posted online for seven (7) calendar days, in order to afford present employees first opportunity to apply. New positions shall be identified as such when posted.

### 6.2 Notice of Termination.

Regular employees classified as RN Case Manager, Visit Nurse, Patient Care Coordinator, Physical Therapist, Speech Therapist, Occupational Therapist or Social Worker are entitled to twenty-one (21) calendar days' notice of termination, or pay in lieu thereof, plus any accrued Paid Time Off (PTO), except the Employer shall not be required to comply with the provisions of this Section in cases of discharge for just cause. Regular employees classified as RN Case Manager, Visit Nurse, Patient Care Coordinator, Physical Therapist, Speech Therapist, Occupational Therapist or Social Worker are required to give twenty-one (21) calendar days' notice of resignation. The notice period for all other job classifications under this section will be fourteen (14) calendar days. Failure to give such notice shall result in loss of accrued Paid Time Off (PTO).

### 6.3 Discipline or Discharge for Just Cause.

Regular employees shall not be disciplined or discharged without just cause. Forms of discipline include verbal warning, written warning, suspension without pay, demotion and discharge. Written documentation of a verbal warning is not subject to the grievance article. The Union reserves the right to argue the merits of a verbal warning if it is used as part of the basis for more serious discipline. Employees shall be required to sign any disciplinary action to acknowledging receipt of the notice.

### 6.4 Nondiscrimination.

The Employer and the Union agree to comply with all federal, state and local laws and regulations pertaining to discrimination because of race, color, religion, sex, national origin, age, marital status,

sexual orientation or the presence of mental or physical disabilities, subject to occupational requirements and ability to perform within those requirements. No employee shall be discriminated against or discharged for lawful union activity.

#### 6.4.1 Arbitration/Litigation Waiver.

Any claim, complaint or charge that Section 6.4 has been violated shall be filed with the appropriate administrative agency no more than 180 days after the alleged act of equal employment discrimination and/or six (6) months after the alleged unfair labor act, or the cause shall be waived. If an employee has filed a lawsuit or charged employment discrimination or an alleged unfair labor practice with any local, state or federal agency, then any related allegations as to possible violations of Section 6.4 shall not be subject to the grievance and arbitration procedure set forth in this Agreement. If the employee has not filed such a lawsuit or charge with any governmental agency, a grievance may be filed based upon alleged violations of Section 6.4. The parties acknowledge that the right to file such a grievance is granted at the request of the Union and its bargaining unit members as an accommodation by the Employer to help ensure a more satisfactory and timely resolution of discrimination complaints, and further agree that this right is offered in lieu of the right to litigate or file such complaints with the appropriate governmental agencies. If employees or the Union elect to file such a grievance rather than resort to their legal remedies under various statutes, the employees involved and the Union shall so indicate at the time the grievance is to be referred to arbitration under this Agreement by signing a written waiver forever waiving the right to file the same or related complaint with any governmental agency or in the form of a private lawsuit. Failure to sign such a waiver shall relieve the Employer of its obligation to consider the grievance further, making it null and void and non-arbitrable.

#### 6.5 Unemployment Insurance/Worker's Compensation Insurance.

The Employer agrees to participate in the State program, or one approved by the State, for unemployment insurance and worker's compensation.

#### 6.6 Personal Transportation.

Each employee whose duties require travel away from the Employer's offices is required to furnish their own transportation. When personal transportation is unavailable; it is the employee's responsibility to make arrangements for alternative transportation to fulfill the job requirements at the employee's own expense. If an employee's car is inoperable due to a collision that is not the employee's fault and that occurs while traveling on Agency business from an Agency office/work station to a client visit, between client visits or Agency offices/work stations, or between the employee's home and a client visit if on call, the Employer shall pay the cost of a rental car approved by the Employer for a maximum of five (5) days, providing there is no other insurance coverage available. OMHH reserves the right to demand proof of valid driver's license and insurance at any time. The Employer shall pay the cost of the insurance deductible up to a maximum of \$500 for an auto vehicle accident that is not the employee's fault, as determined by law enforcement, and that occurs while traveling on Agency business, so long as the

accident is promptly reported to law enforcement and proof of payment of the deductible is provided to the Agency Administrator.

It is a condition of employment that the employee maintains a valid driver's license and insurance coverage. At the time of employment and annually thereafter, each employee must present evidence that the employee is fully licensed to operate a motor vehicle and that the employee has minimum automobile liability insurance coverage required by law. This information shall become part of the employee's personnel file. The employee shall immediately notify the Employer of any loss, revocation or suspension of driving privileges or insurance coverage. Should an employee's license or automobile insurance expire or lapse for a period of less than seven (7) calendar days, the employee may be placed on an unpaid leave of absence.

#### 6.6.1 Mileage Reimbursement.

If an employee is required by the Employer to use the employee's own automobile to travel in order to conduct Employer business (including educational meetings), the employee will be paid mileage under Employer policies in effect at that time. Only travel authorized by the Supervisor, and approved by the Administrator, will be paid:

The employee shall be paid mileage consistent with the annual IRS established reimbursement rate. The Employer shall implement any future IRS mileage reimbursement rate thirty (30) days following the IRS established effective date of the rate adjustment. The employee is responsible for the accuracy of mileage reimbursement requests.

#### 6.6.2 Mileage.

Home Health Visiting Staff shall be compensated at the IRS rate for all mileage from the first patient visit or the agency office (whichever is closer to the employee's home), to the location of the last patient visit or last stop at the agency office. It is understood that only mileage driven patient to patient, patient to office, office to patient, or from a patient or the office to a laboratory or the hospital campus relative to patient care, will be included in the daily mileage calculation. Commuting distances are not compensable. If the clinician's first patient-care related stop is further from his/her home than the Agency office, the clinician may submit the excess mileage for reimbursement. Likewise, if the last patient-care related stop is further from the clinician's home than the Agency office, the excess mileage may be submitted for reimbursement.

#### 6.7 Personnel File.

Upon request, employees shall have access to their personnel files after twenty-four (24) hours. Former employees shall have access to their personnel files for two (2) years after termination. Applicant verification, background and reference documentation shall be maintained separate from the personnel files and shall not be made available to employee and shall not be used for purposes of post-probation promotion or evaluation. Employees shall be given notice and a copy of any disciplinary notices placed in the employee's personnel file. Employees shall have the right to review and comment on warning

letters, performance evaluations or any other adverse material. Such comments shall be included in the employee's personnel file. A record of any corrective action taken on a complaint shall be placed in the file.

## 6.8 Evaluations.

Employees shall be evaluated at regular intervals as required by OMHH policy. Employees shall acknowledge such evaluations by signature. Upon request, a copy of the evaluation shall be given to the employee.

# ARTICLE 7 – SENIORITY

## 7.1 Seniority Defined.

Seniority shall be determined by a regular employee's most recent date of hire as a full-time or part-time employee in the bargaining unit and shall be administered on a job classification basis. For purposes of determining hire date, the original hire date from Olympic Medical Home Health, Clallam County Home Health, Crestwood Home Health or Peninsula Home Health shall be considered the employee's date of hire. Seniority shall not apply to an employee until the employee has completed the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the most recent date of hire. Employees who change from an unlicensed to a licensed position within the Agency shall be given a new hire date for seniority purposes but benefits will be based on the original most recent Agency hire date. Full-time or part-time employees who change to per diem status and return to full-time or part-time status within one (1) year of the change to per diem status will retain accrued seniority.

## 7.2 Seniority Application.

Seniority shall be the determining factor in layoffs and recall from layoff and transfer to the extent vacancies exist, where such factors as skill, competence and ability are not considered overriding by the Employer. The Employer shall determine skill, competence and ability of its own employees, and such determinations shall be reasonable and fairly made.

## 7.3 Seniority Termination.

Seniority shall terminate at discharge, resignation, retirement or twelve (12) months of layoff, or failure to accept an offer of recall to a position in the employee's former job classification, failure to give timely notice of intent to return to work on the date specified for recall or failure to return to work upon expiration of leave of absence. When seniority has been terminated, the employee shall, on possible re-employment, be considered a new employee.

## 7.4 Layoff Procedure.



A layoff shall be defined as a permanent reduction in force or a permanent hours reduction. Employees and the Union shall be given fourteen (14) days' notice of impending layoff. The Employer shall meet with the Union at the request of the Union during the fourteen (14) day period. Subject to Article 7.2, the order of layoff shall be employees who volunteer for layoff within a classification identified for layoff, probationary employees and regularly scheduled employees (by seniority) as defined in this Agreement. Employees on layoff shall be placed on a recall roster and recalled to work in inverse order of layoff. Employees shall be notified of recall by certified mail (return receipt requested). The employee shall respond to the recall notice within forty-eight (48) hours of receipt of same and shall return to work with fourteen (14) calendar days. The employee on layoff shall be required to keep the Employer informed of the employee's current address and phone number and shall inform the Employer when they will not be at their address for periods of one (1) week or longer. Employees on layoff status shall have priority for available extra per diem hours.

An employee classified as a Visit Nurse or RN Case Manager who is on the recall roster has the right to be recalled to openings for either a Visit Nurse or RN Case Manager. In the event a Visit Nurse accepts an offer of recall to an RN Case Manager position, she/he will be subject to a ninety (90) calendar day trial period. If at the end of the trial period, it is determined that the Visit Nurse is not demonstrated the skills and competencies required for the RN Case Manager position, the employee will be returned to the recall with recall rights effective for the period remaining in the twelve (12) calendar months from original effective date of layoff. Recall rights and employment shall terminate in the event an employee fails to accept an offer of recall to a position in his/her former job classification.

## ARTICLE 8 - HOURS OF WORK AND OVERTIME

### 8.1 Normal Work Week/Work Day.

The normal work week shall consist of forty (40) hours within a seven (7) day period. The normal workday shall consist of an eight and one-half (8-1/2), ten and one-half (10-1/2), or twelve and one-half (12-1/2) consecutive hours within a twenty-four (24) hour period, and shall include an unpaid meal period of thirty (30) minutes, or sixty (60) minutes if agreed upon by the employee and supervisor in writing, or any other schedule mutually agreeable to the Employer and employee.

### 8.2 Innovative Schedules.

Innovative work schedules created at the request of the employee which deviate from the normal work week or normal work day shall be mutually agreeable to the Employer and the employees involved. Innovative work schedules initiated by the Employer require advance notice to the Union and an opportunity to bargain.

### 8.3 Overtime Compensation.

All time actually worked in excess of forty (40) hours during any one (1) week shall be considered overtime. All overtime must be properly authorized by the Employer, in advance if possible. All

overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Overtime shall be computed to the nearest one-quarter (1/4) hour. Time paid for but not worked shall not count as time worked for purposes of overtime compensation.

#### 8.4 Time/Pyramid Restrictions.

There shall be no pyramiding or duplication of overtime pay and/or premium compensation paid at the rate of time and one-half (1-1/2) or greater. If an employee qualifies for two or more overtime and/or premium compensations for the same hours worked, the employee shall receive the highest overtime and/or premium compensation for which the employee is entitled.

#### 8.5 Meal and Rest Periods.

Employees shall receive an unpaid meal period of one-half (1/2) hour during each full shift, and a paid rest period of fifteen (15) minutes for each four hours of work. Employees required to work during those meal periods or rest periods shall be compensated for such work at the appropriate rate. Where work allows, employees may take intermittent rest breaks equivalent to fifteen (15) minutes for each four (4) hours worked. All field staff will be responsible to schedule their own lunch and rest breaks.

#### 8.6 Excessive Weekend Work Loads.

The Employer will make a good faith effort to accommodate requests for days off without pay during the week following a weekend when an employee has worked. Employee may use vacation on these days at the employee's request.

#### 8.7 Work Rotation.

Subject to client needs, taking into consideration relevant skills and abilities and continuity of care, regular full-time, regular part-time and temporary employees shall share equally in the assignment of work on weekends and holidays, except that employees can volunteer for more than their share of these assignments.

## ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

### 9.1 Classification and Wage Rates.

Wage rates are set forth in Exhibit A.

#### 9.1.1 Classification Changes.

In the event an employee changes job classification, and this results in a decrease in the wage rate, the employee will be placed at the same longevity step. In the event an employee changes to a higher pay classification, the employee will be placed at the step that provides at least a 5% increase. In the event an employee is promoted from Visit Nurse to Case Manager or Visit Nurse to Patient Care Coordinator,

the employee will be placed on the same step in the new pay scale as the employee's current step. The employee will continue to advance steps as per his/her anniversary date. In the event a Visit Nurse is assigned by OMHH to a Case Manager classification on a temporary basis for at least one (1) week (with a 15-patient minimum) that employee shall be paid at their current step on the higher pay classification.

### 9.1.2 Wage Adjustments.

Employees paid on an hourly basis will be paid in accordance with the wage rates in Appendix A of this Agreement. Employees compensated on a per visit basis will be paid in accordance with the pay set forth in Article 9.5.1.

## 9.2 On-Call Pay.

RN Case Managers Visit Nurses scheduled on call shall be paid \$55.00 per night for 5:00PM to 8:00AM call. When called, the nurses will be paid for actual time worked (home to home travel included) at time-and-half the nurse's regular rate of pay for nurses paid on an hourly basis.

## 9.3 Weekend Differential.

Home Health Aides and /Receptionist/Secretaries shall be paid two dollars (\$2.00) per hour for all hours worked on Saturday or Sunday. RN Case Mangers, Visit Nurses, LPNs, Physical Therapists, Occupational Therapists and Speech Therapists shall be paid three dollars (\$3.00) per hour for all hours worked on Saturday or Sunday.

## 9.4 No Pyramiding/Duplication.

There shall be no pyramiding or duplicating of overtime and/or premium pay for the same hours worked.

## 9.5 Recognition for Past Experience.

Newly hired fulltime and part-time employees will be hired in at that step of the wage scale that provides year for year credit for continuous recent applicable experience.

"Continuous recent applicable experience" includes employment in a hospital, skilled nursing facility, hospice and/or home health setting without a break in practice that would reduce the level of clinical skills or clinical experience comparable to that required in the position for which the employee is being hired, in the opinion of the Agency Administrator. Part-time work will be pro-rated. Furthermore, faculty in clinical nursing, therapy or social work will be credited at 50%.

## 9.6 Weekend Coordinator Assignment.

Responsibilities for weekend and/or coordination are assigned to a Nurse Case Manager or Visit Nurse each Saturday and Sunday from 8:00A.M. until 5:00P.M. Responsibilities may include triage of agency and patient phone calls, approval of new home health referrals, approval of daily staffing requirements

and weekend assignments, and communication with the administrator on call regarding any unusual situations not covered by established policies, procedures, or protocols. The Nurse Case Manager or Visit Nurse who is assigned the responsibilities of weekend and/or holiday coordinator will be paid a premium of five percent (5%) in addition to the nurse's regular rate of pay for all hours assigned weekend coordination.

## ARTICLE 10 - PAID TIME OFF

### 10.1 PTO.

Full-time and part-time employees who have successfully completed 180 days of employment are eligible for participation in the Paid Time Off (PTO) Plan. PTO time shall accrue from the first day of employment.

Paid Time Off (PTO) shall accrue for full-time employees on all paid hours not to exceed the equivalent of 2080 hours each calendar year of employment in accordance with the following schedule. Part-time employees accrue on a pro-rata basis. PTO hours are paid at the employees regular assigned shift rate when taken. PTO shall not accrue in excess of twice the employee's annual accrual rate.

Effective 2/5/08	Annual Accruals
0 – 1 years	12 days (96 hours)
2 – 3 years	14 days (112 hours)
4 – 6 years	18 days (144 hours)
7 - 9 years	22 days (176 hours)
10 - 14 years	24 days (192 hours)
15+ years	25 days (200 hours)

#### 10.1.1 Paid Sick Leave (PSL).

Effective the first full pay period following date of ratification, PSL shall be provided in accordance with the PSL plan, which shall be incorporated by reference into this Agreement. There shall be no changes to the PSL plan except by mutual agreement. This agreement does not apply to administrative plan changes.

#### 10.1.2 Required Use of PTO.

Employees are required to use all accrued PTO benefits before requesting unpaid time off, with the exception of PSL benefits. Employees are not required to use accrued PSL benefits; however, the protections of the WA Paid Sick Leave Law only apply when PSL benefits are used.

### 10.1.3 Employees who receive a premium in lieu of benefits.

Employees who receive a premium in lieu of benefits shall receive paid sick leave in accordance with the Per Diem Paid Sick Leave policy and will continue to receive a premium in lieu of all other benefits.

### 10.1.4 Holidays.

A regular full-time employee who is not required to work on a designated holiday shall receive eight (8) hours of straight time pay for such holidays. Regular part-time employees shall receive holiday pay on a pro rata basis. The designated holidays are:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Four (4) Floating Holidays	

Employees who work on a designated holiday shall be paid for the holiday, plus for hours worked at 1.5 times the regular rate of pay.

Employees accrue and shall use each year four floating holidays, which may be scheduled with agreement of the supervisor. Requests for floating holidays shall be made twenty-one (21) days prior to the month in which the day is requested to be taken, and will be scheduled with management approval. Scheduling for holiday work is based on staff rotation determined by management to meet client care needs.

## 10.2 Schedule Posting.

Visiting staff shall have their weekend and holiday schedule posted two weeks in advance of the first day of the following month. Weekend and holiday schedule changes will be made by mutual consent. Other schedule changes may be made on an emergency, case load, client need or staff replacement basis.

## 10.3 Vacation Scheduling.

All vacation must be scheduled in advance and be approved by the supervisor. The Employer shall have the right to schedule vacation in such a way as will least interfere with client care and work load requirements of the agency, provided that the limit on the number of employees is reasonable and based on objective client care considerations. Employees shall notify the supervisor of their proposed vacation time between November 1 and December 31 of each year for the time period of January 16 through the following January 15. Employees who give such notice will be notified of their approved vacation dates by the supervisor by January 15.

In the event of conflicting requests by employees for vacation time, length of service (seniority) shall prevail, subject to case load, client needs, skill, staffing and scheduling requirements, and further provided that any requests for time off that include any days in a week in which there is a designated

holiday shall be rotated equitably from one year to the next in order to provide all employees with the opportunity to take vacation during the holidays.

Vacation requests submitted after December 31 shall be considered on a first come, first serve basis.

#### 10.4 PTO/Termination Pay.

After completion of one hundred and eighty (180) days of employment, employees shall be paid upon termination of employment for any PTO credits earned but not used, unless the employee fails to provide the Employer with the required fourteen (14) days, prior written notice of intended resignation.

#### 10.5 Annual PTO Use.

Except for unusual circumstances approved by the Employer in writing, an employee can accumulate double his or her annual PTO accrual. Only if the Employer determines it cannot schedule such time off shall the employee be permitted to carry it over beyond two (2) years.

#### 10.6 Short Term Disability - One-time Determination of Eligibility (Conversion).

In recognition of Washington State's Paid Family & Medical Leave (PFML) with benefits becoming effective 3/1/2020, OMC's self-insured Short Term Disability plan shall be retired and converted the first full pay period following ratification, per the conversion schedule in the GSTD plan. GSTD benefits shall be provided in accordance with the GSTD plan, which shall be incorporated by reference into this Agreement. There shall be no changes to the GSTD plan except by mutual agreement. This Agreement does not apply to administrative plan changes.

#### 10.7 Access to PTO/Family Care Act.

Employees may access accrued paid time off for time missed from scheduled days of work as a result of:

- a. A personal illness, injury, or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
- b. In addition, under the State Family Care Act, employees otherwise eligible to use accrued available paid time off, may also access accrued available paid time off to care for:  
1) child of the employee under the age of eighteen (18) with a health condition requiring treatment or supervision; and 2) spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency health condition.

## ARTICLE 11 – PENSIONS

Full-time and part-time employees over twenty-one (21) years of age who complete two (2) years of continuous service with 1,000 or more hours of service per year are eligible for employer contributions.

Enrollment occurs on July 1 or January 1 once eligible. Once eligible, employees must maintain an average of thirty-seven (37) hours per pay period to receive employer contributions.

Olympic Home Health will make contributions each pay period into a 457 Deferred Compensation Plan or 403(b) plan in accordance with the employment service and contribution formula. The employee has a one-time option to elect the 457 or 403(b) Plan to receive employer contributions.

Years of Service	Contribution
0 – 2 years	0%
After 2 years of service	4%
After 5 years of service	6%
After 7 years of service	The Employer will contribute 6% plus up to an additional 2% 'match' for all employees who contribute up to 2% (pre-tax) of gross income.

One hundred percent (100%) immediate vesting in Olympic Medical Home Health contributions occurs upon entry in the plan. See 457 Deferred Compensation Plan or 403 (b) Plan for further details.

## ARTICLE 12 – BENEFITS

### 12.1 Medical, Vision and Dental.

Regular employees assigned a .5 FTE or greater are eligible to participate in the Employer's standard Group Medical, Dental and Vision Plan the first of the month following completion of sixty (60) days of continuous employment at no premium cost to the employee. Other medical and dental plan options may be available at additional cost to the employee. See Medical, Vision, Dental Plan for further details

For regular employees assigned a .5 to 1.0 FTE, the Employer will pay the following premium cost for eligible dependent child/children and spousal coverage of regular employees:

.8 FTE or greater	.5 FTE up to .79 FTE
Spouse 50%	Spouse 40%
Dependents 85%	Dependents 75%

### 12.2 Long-Term Disability.

Full-time and part-time employees assigned a .5 FTE or greater are eligible for the long-term disability plan offered by the Employer at no cost to the employee. See Long Term Disability Plan for further details.

### 12.3 Life Insurance.

The Employer's life insurance policy, with accidental death and dismemberment, will be provided to all regular employees assigned a .5 FTE or greater at no cost to the employee. See Life Insurance Plan for further details.

## 12.4 Modification of Health Insurance.

The Employer shall meet and negotiate with the Union prior to implementation of any modifications to its existing insurance plan.

## 12.5 Regarding the waiver of certain co-pays/co-insurance for hospital services.

Effective January 1, 2011 and continuing through plan year 2016, on a quarterly calendar basis, benefit eligible employees may submit any Explanation of Benefit forms (along with copies of any bills paid for services) for the employee and/or any eligible dependents for the quarter in order to obtain a waiver of (or reimbursement for, in the case of services for which the employee has already paid) any hospital services, including co-pays for overnight stays, that exceed \$100 for the quarter for the employee and/or their eligible dependents combined.

Requests for the first calendar quarter must be submitted along with required document by April 30; for second quarter by July 31; for third quarter by October 31; and fourth quarter by January 31. Administration of the waiver is subject to the employee providing adequate documentation that the required annual plan deductible for the employee and/or eligible dependent has been satisfied.

This waiver/reimbursement excludes the ER co-pay and all physician/mid-level (professional fees) co-insurance.

# ARTICLE 13 - LEAVE OF ABSENCE

## 13.1 Leave Requests.

All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request and stating the conditions of the leave of absence, including any conditions upon which the employee will return, shall be given by the Employer within thirty (30) days. A leave of absence shall commence on the first day of absence from work.

## 13.2 Family and Medical Leave Act (FMLA) of 1993.

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 previous twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job.



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 a leave of 12 weeks or less. The employee may elect to use any accrued paid time for which the employee is eligible during the leave of absence. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave.

FMLA 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.

Under certain conditions, family leave may be taken intermittently or on a reduced work schedule. Generally, the employee must give at least thirty (30) days advance notice to the employer of the request for leave when the leave is foreseeable.

### 13.3 Washington Paid Family and Medical Leave.

Employees may be eligible to receive Paid Family and Medical Leave ("PFML") benefits from the Washington Employment Security Department ("ESD"). PFML provides between 12 to 18 weeks of partial wage replacement if the employee is unable to work due to his or her own serious health condition, the need to care for a qualified family member due to a serious health condition, to bond with a new child, or for certain military-related leaves.

PFML is funded by premiums from employees and employers. To determine eligibility and receive benefits, an employee must file a claim with the ESD.

**Notification:** If the need for leave is foreseeable, employees must notify OMC in writing a minimum of 30 days in advance of the anticipated leave. If PFML leave is not foreseeable, employees must notify OMC in writing as soon as is practicable. Employees may also be required to submit additional documentation to OMC to determine whether the leave is covered by any other law or policy.

**Supplemental Benefits:** OMC permits employees to use accrued but unused paid time off benefits designated as "supplemental benefits" during any leave under this policy in accordance with OMC's applicable policies. Employees should contact Human Resources with any questions regarding supplemental benefits.

**FMLA/Other Laws:** This leave will run concurrently with any other leave the employee may be entitled to under the law, including the Family and Medical Leave Act. Issues of benefit eligibility and job restoration rights will be governed by applicable laws. Please contact Human Resources for additional information.

### 13.4 Maternity Leave.

An employee who qualified for Family Medical Leave and takes leave due to a pregnancy or childbirth related disability is entitled to up to twelve (12) additional weeks of leave to care for a newborn. Upon completion of the leave, the employee shall be entitled to return to her former or equivalent position.

### 13.5 Pregnancy or Childbirth Disability Leave for Employees not qualified under FMLA.

In accordance with State law, an employee not qualified for FMLA who is disabled due to pregnancy or childbirth may request and shall be granted a leave of absence for the period of actual physical disability without loss of benefits accrued prior to the date such leave commences. If the employee's absence from work for pregnancy/childbirth does not exceed the period of actual physical disability, the employee will return to her former or equivalent position.

Medical insurance will be continued while the employee is on such leave for any period of time for which the employee otherwise qualifies for the Employer's grand-fathered short-term disability plan under Article 10, hereinafter referred to as GSTD. The Employer may require a statement from a licensed medical practitioner verifying the physical disability and upon return, attesting to the employee's capability to perform the work required of the position.

### 13.6 Health Leave and Return to Work.

A leave of absence for health reasons under Article 13.2 may be granted for a period of up to twenty-six (26) weeks, without loss of benefits accrued prior to the date such leave begins, provided, however, in the case of a health leave as a result of an on-the-job injury, a leave of absence may be granted for a period up to fifty-two (52) weeks. If the employee's absence from work for health reasons does not exceed twelve (12) weeks, the employee shall return to their former or equivalent position. Thereafter for the duration of the twenty-six (26) weeks leave (or fifty-two (52) weeks in the case of a leave for an on-the-job injury), upon requesting return to work, the employee shall be offered the first available opening for which the employee may be qualified by seniority. Prior to returning to work, the Employer may require a statement from a licensed medical practitioner attesting to the employee's capability to perform the work required for the position.

### 13.7 Coordination of Leaves.

If a particular period of leave qualifies under FMLA or state law, or this Agreement, the leave shall run concurrently where permitted by law.

### 13.8 Civic Duty.

Regular employees who are called to serve on jury duty or required to be a witness in a court proceeding involving Olympic Medical Center shall be compensated by the Employer for the difference between their jury duty/witness pay and their pay lost for regular scheduled hours. Jury pay shall be at the regular rate and such hours not counted for purposes of overtime.

### 13.9 Bereavement Leave.

After ninety (90) days of employment as a regular full-time employee, up to twenty-four (24) hours of paid leave in lieu of regularly scheduled work days shall be allowed for a death in the immediate family.

An additional sixteen (16) hours may be granted for a maximum of forty (40) hours when extensive travel (in excess of 400 miles one way) is required to attend a funeral or other service. Time requested for bereavement leave must be taken within ten (10) calendar days of the death of a family member or the funeral/service of a family member. "Immediate family" shall be defined as a grandparent, parent, spouse, domestic partner, brother, sister, child, grandchild, the in-law equivalent of parent, brother, or sister or the 'step' equivalent of parent, brother, sister or child. Documentation may be required by the Employer. The employee is responsible for contacting their supervisor/manager as soon as the need for leave is known in order to obtain approval. Bereavement leave shall be pro-rated for part-time employees.

### 13.10 Benefit Accrual.

Seniority, vacation, holidays, and credit toward longevity steps, do not accrue while an employee is on unpaid leave, or leave reimbursed under GSTD.

### 13.11 Education Leave (Long Term).

After one (1) year of continuous employment, full-time and part-time employees are eligible for unpaid educational leave up to one (1) year for job related or career advancement education and when enrolled in an accredited course of study. Upon return from education leave, the employee shall have the opportunity to apply for available positions for which he/she is qualified.

### 13.12 Educational Leave (Short Term).

Up to four (4) days per year of leave with pay may be granted to employees for attending educational meetings, if approved by the Employer, such as workshops, seminars, and educational programs, subject to patient care scheduling requirements and provided that the number of employees wishing to attend does not jeopardize Agency service. The term "educational meetings" is defined as those conducted to develop the skills and qualifications of employees for the purpose of enhancing and upgrading the quality of patient care and shall not include any meeting conducted for any purpose relating to labor relations or collective bargaining activities. With supervisor approval, leave may be taken in one (1) hour increments, not to exceed eight (8) hours in a day.

### 13.13 Personal Leave.

Upon written request to the department head, a regular full-time or part-time employee may be granted, at the department head's discretion, up to five (5) days off per year without pay.

### 13.14 Union Leave.

Upon written request to department head and human resources, one month prior to the leave start date, an employee may be granted up to six (6) months of unpaid leave to conduct union activity at the discretion of the employer. The employee will be eligible for COBRA continuation of health insurance while on unpaid union leave.

## ARTICLE 14 - LOW WORKLOAD

When it becomes necessary for Employer to implement a reduction in hours and/or staffing due to decreased patient demands, the following order of reduction will be followed, subject to client/patient needs, consideration of relevant skills and abilities and continuity of care:

1. Contract or Temporary employees
2. Volunteers among regular full and part-time employees
3. Per Diem employees
4. Equitable rotation among regular full and part-time employees

Vacation pay may be taken on low census days. Requests must be in writing. The Agency reserves the right to assign other Agency-related work duties consistent with the employee's skills and capabilities prior to implementing non-voluntary low census.

## ARTICLE 15 - PERSONNEL POLICIES

All employees of this bargaining unit, in addition to being governed by this Agreement, shall be subject to the Personnel Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel Policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with a specific provision of this Agreement and are subject to the Employer's obligation, upon request, to bargain in good faith with the Union over wages, hours and working conditions.

## ARTICLE 16 - NO STRIKE/NO LOCKOUT

The parties to this Agreement realize that the Agency provides special and essential services to the community and, for this and other humanitarian reasons, it is the agreement 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) the Employer shall not lock-out its employees, and (b) neither the employees nor their agents or other representatives shall, directly or indirectly, authorize, assist or encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with operations of the Employer, including any refusal to cross any other labor organization's picket line or any dispute related to any other third party. In the event of a strike by employees in another bargaining unit, employees covered under this Agreement shall not be required to perform other than their usual duties.

## ARTICLE 17 - GRIEVANCE PROCEDURE AND ARBITRATION

### 17.1 Grievance Requirements.

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 according to the following grievance procedure. Time limits set forth in the following steps may only be extended by written mutual consent of the parties hereto.

If a grievance is not processed in a timely fashion by a grievant, it shall be null and void and not capable of further processing. Such failure by the Employer shall permit it to be referred to the next step in accordance with this Article.

### 17.2 Step 1 -Immediate Supervisor.

It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible at the first level of supervision, and as swiftly as possible. If any employee has a grievance, the employee (or the Union/Unit representative) should attempt to resolve the problem immediately with the employee's immediate supervisor. The supervisor will be notified in writing that the employee has a grievance. This must be done within twenty-one (21) calendar days from when the employee was aware or should have been aware of the facts that constitute the grievance. The immediate supervisor shall be given twenty-one (21) calendar days to take into account the information provided by the employee and attempt to resolve the problem.

### 17.3 Step 2 - Home Health Administrator.

If the matter is not resolved to the employee's satisfaction at Step 1, the employee (and/or the Union/Unit representative) shall present the grievance in writing to the Home Health Administrator (or designee) stating the facts and events, specific provisions of this Agreement allegedly violated and the remedy requested within twenty-one (21) calendar days from when the supervisor communicates a decision at Step 1. The Home Health Administrator (or designee) and the employee and/or the Union/Unit representative shall meet within twenty-one (21) calendar days for the purpose of resolving the grievance. The Administrator (or designee) shall reply in writing within twenty-one (21) calendar days following this meeting. The employer shall state the reason for denial if denied.

### 17.4 Step 3 - Next Level of Management.

If the matter is not resolved to the employee's satisfaction at Step 2, the employee (and/or the Union/Unit representative, if requested by the employee) shall present the grievance to the Next Level of Management (or designee). If the Union disagrees with the Home Health Administrator as to findings, interpretations or conclusions, the Union shall state the basis of disagreement with the Step 2 decision unless the Union's position is clearly stated in the original grievance, within twenty-one (21) calendar days from the date of the Home Health Administrator's decision. The Next Level of Management (or designee) and the employee and/or the Union/Unit representative shall meet within twenty-one (21) calendar days for the purpose of resolving the grievance. The Next Level of Management (or designee) shall reply within twenty-one (21) calendar days following this meeting, if denied, and state the reasons for denial if different than the Step 2 denial.

## 17.5 Step 4 – Arbitration

### 17.5.1 Arbitration Referral.

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within ten (10) calendar days following the response from the Administrator (or designee).

### 17.5.2 Arbitrator Selection.

If the Employer and the Union fail to agree on an arbitrator, a list of thirteen (13) arbitrators from Oregon and Washington shall be requested by the Union from the American Arbitration Association (AAA). The parties shall share equally any costs associated with that request. 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 party to strike the first name shall be determined by coin toss. The parties reserve the right to reject a panel in its entirety.

### 17.5.3 Arbitrator Authority.

The arbitrator's decision shall be final and binding subject to the limits of authority stated herein. The arbitrator shall have no authority or power to add to, subtract from, disregard or otherwise change or modify any of the provision 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.

### 17.5.4 Informal Resolution and Timelines.

The parties may meet and discuss any grievance referred to arbitration, and explore alternative resolutions. The parties may use a mediator or negotiation spokesperson to assist in this collaborative effort. Timeliness may be extended by mutual written agreement.

### 17.5.5 Arbitrator Limits.

The arbitrator shall base a decision solely on the contractual obligations expressed in the Agreement and recognized just cause concepts. The arbitrator is bound by the Agreement's language and may not substitute the arbitrator's own judgment for that of the Employer's.

### 17.5.6 Procedural Disputes.

Any dispute as to a procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration.

### 17.5.7 Fees and Expenses.

Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to an arbitration hearing. All other expenses shall be borne by the party incurring such and

neither party shall be responsible for the expenses of witnesses called by the other party. Attorney fees incurred by either side shall be paid by the client retaining the attorney.

## ARTICLE 18 - GENERAL PROVISIONS

### 18.1 Separability.

This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules 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 life of the Agreement. If any provision is held invalid, the parties hereto shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

### 18.2 Cancellation.

Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices and/or prior benefits shall not be binding on the Employer. However, it is agreed that prior to changing a past practice of direct economic value, the Employer shall notify the Union and give it an opportunity to bargain.

### 18.3 Economic Improvements.

Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for in this Agreement.

### 18.4 Bargaining Waiver.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and without qualification, waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement or discussed during negotiations. 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. Further, the parties recognize that the Employer has the right to modify its personnel policies and procedures from time to time as it deems necessary.

### 18.5 Health Care Reform.

In the event that at any time during the term of this Agreement it is determined by the Employer that it is economically necessary to re-evaluate the economic circumstances of this contract due to effects of state and/or federal health care reform (i.e., wage and/or price, rate or reimbursement controls), or the Employer is unable to continue its plan; the Employer may schedule a meeting to discuss reopening the sections of this contract relevant to health benefits and wages. It is further agreed that the decision to reopen the aforementioned sections of the Agreement will be made based on full financial disclosure, and that in the event the parties agree to open the Agreement, a good faith effort will be made by both parties to collectively bargain a new economic package.

#### 18.5.1 Surcharge.

The Employer may, in the future, assign a twenty five dollars (\$25.00) per month surcharge to the premiums due from members who use tobacco products and a surcharge of not less than fifty dollars (\$50.00) per month to the premiums due from members who cover a spouse or domestic partner where the spouse or domestic partner has chosen not to enroll in other employer-based group health insurance. Applicable surcharges shall be paid by an affected employee.

#### 18.6 Labor/Management Committee.

It is agreed that under this Agreement there shall be a Labor-Management Committee to generally discuss labor-management related matters, including improved communications between the Employer and employees or other issues of mutual concern. The committee shall be advisory only. The committee shall meet at least quarterly and shall consist of three (3) representatives from the Employer and three (3) representatives from the Union.

Employees shall be paid at their regular rate of pay for meeting attendance.

#### 18.7 Health and Safety Committee.

The Employer shall establish a health and safety committee composed of elected employee representatives and management representatives. The committee shall develop a policy regarding the general safety of employees, particularly visiting staff employees.

#### 18.8 Productivity Goals.

The Employer, Employees, and Union recognize the mutual goal of meeting productivity standards and assuring the quality of patient care. The Union pledges full support for productivity gains during the life of this agreement

#### 18.9 Cell Phones.

Employees who perform patient care in-house will be reimbursed thirty-five dollars (\$35.00) per month upon presentation of proof of on-duty cell phone use. Recordkeeping is not required. Requests for reimbursement must be submitted to Accounts Payable within thirty (30) days of the time period for which reimbursement is being requested. Employees who accept this payment are expected to have a



phone with them and will keep their cell phone on during work hours and when on call, consistent with Agency policy designed to assure compliance with State law, employee safety, and patient privacy.

#### 18.10 Safety and Inclement Weather.

Safety and inclement weather policies and procedures will be reviewed with Agency staff each year by October 31.

### ARTICLE 19 - CONTINUING EDUCATION

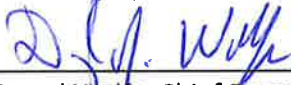
The parties recognize the need for continuing education. Olympic Medical Home Health will budget at least \$7,000 to the annual education budget to be used for employee education within each budget year. Regular full-time, part-time, and per diem employees may request education expense reimbursement thirty (30) days prior to the requested education program. Education program requests must be for job-related study and must be approved by Management in advance in order to be eligible for reimbursement. Utilization of the dedicated education monies shall be subject to review and periodic recommendations of the Labor/Management Committee under Article 18.6 of this Agreement. This article does not diminish the District's right to budget greater amounts for education, or to require employee attendance at education or training programs.

## ARTICLE 20 - TERM OF AGREEMENT

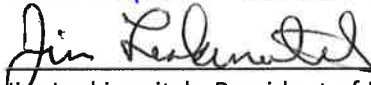
Duration. This Agreement shall become effective March 1, 2020, and shall continue in full force and effect through and including February 28, 2023. It shall continue in full force from year to year thereafter unless written notice of the desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence on a timely basis following the date of the notice. This Agreement shall remain in effect until the terms of a new or amended agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other, in writing, of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to the expiration date of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Clallam County Public Hospital District No. 2,  
d/b/a Olympic Medical Center



Darryl Wolfe, Chief Executive Officer



Jim Leskinovitch, President of Board of Commissioners



Jennifer Burkhardt, Chief Human Resource Officer, General Counsel

UFCW Local 21

\_\_\_\_\_  
Faye Guenther, President

\_\_\_\_\_  
Evelyn Orantes-Fogel, Negotiator

## LETTER OF UNDERSTANDING

The purpose of this letter is to memorialize the following additional understandings reached during the 2014 negotiations between Olympic Home Healthcare and UFCW Local 21 for a new Home Health agreement:

Regarding Short Term Disability under Article 10.5.

During the course of 2011 collective bargaining the parties agreed to certain revisions to the Short-Term Disability (STD)v Plan under Article 10.5 as applies to employees hired on or after January 1, 2012 as reflected in the March 10, 2011 tentative agreement and to provide for a standard waiting period of 24 hours of scheduled work missed for all applications filed on or after the date of ratification. The Hospital District agrees that in the event of any of the following specified changes to the STD plan are implemented within the term of this Agreement for employees who are members of other bargaining units with labor agreements with the Hospital District, the Hospital District will apply those same terms to the STD Plan for employees in the Home Health Division covered by this Labor Agreement:

- A wage replacement percentage greater than 60%
- A schedule of less than 7 years in reaching the maximum period of payment of 26 weeks

## SIDE LETTERS

### Patient Load.

The employer will make a good faith effort to work with the RN Case Manager to avoid mandatory overtime. A staffing committee shall be established and shall meet sixty (60) days following the ratification of this agreement. The committee shall consist of three (3) members from management and three (3) from the home health bargaining unit. The committee shall discuss patient loads and agree upon a mutual solution.

### Classification Changes.

The employer will conduct a review of promotion and anniversary dates for current home health bargaining unit employees who are identified in a list provided by the union within ninety (90) days of the ratification of this agreement. From that list, any employee whose promotion date differs from their anniversary date shall have their original hire date reinstated per Article 9.1.1.

### Cell Phones.

The Employer shall commit to establishing practices to maintain staff's cell phone number privacy when contacting patients via their personal cell phone. Identification of such practices and/or technology shall be in process one hundred and twenty (120) days after ratification. The technology/practices will be implemented within a reasonable time frame. If the parties face difficulty with identification or implementation of the technology, due to operational complexities, cost or other valid issues, they agree to promptly meet to discuss and identify alternative solutions which will be implemented within a reasonable time frame.

EXHIBIT A – WAGE TABLES

Appendix A  
 UFCW 21 -Home Health (yr1)

Effective March 8, 2020 - 2%, except for the individual rates noted below

Grade	Position	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 12	Step 14	Step 16	Step 18	Step 20	Step 22	Step 24	Step 26	Step 28	Step 30
10*	Receptionist/Secretary	14.19	14.47	14.75	15.06	15.37	15.66	15.97	16.29	16.63	16.94	17.29	17.65	17.98	18.35	18.71	19.09	19.45	19.86	20.26	20.66	21.07
10	Medical Records Asst	14.19	14.47	14.75	15.06	15.37	15.66	15.97	16.29	16.63	16.94	17.29	17.65	17.98	18.35	18.71	19.09	19.45	19.86	20.26	20.66	21.07
10	Lifeline Asst	14.19	14.47	14.75	15.06	15.37	15.66	15.97	16.29	16.63	16.94	17.29	17.65	17.98	18.35	18.71	19.09	19.45	19.86	20.26	20.66	21.07
10	Home Health Aide	14.19	14.47	14.75	15.06	15.37	15.66	15.97	16.29	16.63	16.94	17.29	17.65	17.98	18.35	18.71	19.09	19.45	19.86	20.26	20.66	21.07
17**	HIM Specialist (formerly MR Transcriber)	17.36	17.64	17.92	18.21	18.50	18.80	19.10	19.41	19.72	20.04	20.36	20.69	21.21	21.74	22.28	22.84	23.41	23.99	24.47	24.96	25.46
17	Referral/Scheduling	17.36	17.64	17.92	18.21	18.50	18.80	19.10	19.41	19.72	20.04	20.36	20.69	21.21	21.74	22.28	22.84	23.41	23.99	24.47	24.96	25.46
20	Billing Rep	17.81	18.11	18.46	18.79	19.13	19.46	19.81	20.17	20.54	20.92	21.28	21.67	22.06	22.45	22.91	23.37	23.82	24.32	24.80	25.30	25.81
25	LPN	19.26	19.66	20.05	20.44	20.87	21.26	21.70	22.13	22.58	23.02	23.49	23.95	24.44	24.92	25.42	25.93	26.45	26.98	27.52	28.07	28.63
30	PT Assistant	23.62	24.05	24.46	24.88	25.28	25.71	26.11	26.62	27.12	27.62	28.10	28.60	29.11	29.62	30.19	30.80	32.04	32.68	33.34	34.00	34.68
30	Medical Social Work Associate	23.62	24.05	24.46	24.88	25.28	25.71	26.11	26.62	27.12	27.62	28.10	28.60	29.11	29.62	30.19	30.80	32.04	32.68	33.34	34.00	34.68
35	Social Worker MSW	25.87	26.40	26.92	27.46	28.02	28.58	29.14	29.73	30.32	30.93	31.54	32.18	32.83	33.47	34.14	34.82	35.52	36.23	36.95	37.69	38.44
40	Visit Nurse+	31.59	32.22	32.86	33.53	34.20	34.88	35.58	36.28	37.02	37.76	38.52	39.29	40.06	40.87	41.70	42.52	43.38	44.25	45.13	46.03	46.95
45	Patient Care Coord+	35.00	35.70	36.41	37.15	37.88	38.62	39.41	40.20	41.01	41.82	42.67	43.52	44.39	45.28	46.18	47.11	48.05	49.01	49.99	50.99	52.01
45	RN Case Mgr+	35.00	35.70	36.41	37.15	37.88	38.62	39.41	40.20	41.01	41.82	42.67	43.52	44.39	45.28	46.18	47.11	48.05	49.01	49.99	50.99	52.01
50	Occupational Therapist	32.81	33.47	34.13	34.80	35.51	36.22	36.94	37.68	38.43	39.21	39.98	40.79	41.60	42.44	43.28	44.15	45.04	45.95	46.87	47.81	48.76
53	Speech Therapist	33.67	34.33	35.02	35.73	36.43	37.16	37.90	38.66	39.43	40.22	41.03	41.85	42.69	43.54	44.42	45.30	46.21	47.13	48.07	49.03	50.01
55	Physical Therapist+	35.99	36.70	37.44	38.20	38.95	39.73	40.52	41.33	42.15	43.00	43.86	44.74	45.64	46.55	47.49	48.43	49.41	50.39	51.39	52.42	53.47

On-Call Premium Weekdays Spm-6am \$ 55.00

Weekend Premium

RN Case Mgr, Visit Nurse, LPN,PT,OT,ST \$ 3.00  
 Aides, Recept/Sec, Refers/Sched \$ 2.00

Weekend Coordinator Pay (crg)

PerDiem 5% on regular pay  
 Certification Premium 15% on base+steps

Lead Pay (NEW in 2020) \$ 1.00

Preceptor Pay (NEW in 2020) \$ 1.00

\*Changed from Grade 5 in 2020  
 \*\*changed from Grade 15 in 2020

Visit Nurse 5%  
 OT/PT/ST; PCCC/Case Manager 8%

Appendix A  
 UFCW 21 -Home Health (V12)  
 Effective March 7, 2021 - 2%

Grade	Position	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 12	Step 14	Step 16	Step 18	Step 20	Step 22	Step 24	Step 26	Step 28	Step 30
10	Receptionist/Secretary	14.47	14.76	15.04	15.36	15.68	15.98	16.29	16.62	16.96	17.28	17.64	18.00	18.34	18.71	19.08	19.47	19.84	20.26	20.66	21.07	21.50
10	Medical Records Asst	14.47	14.76	15.04	15.36	15.68	15.98	16.29	16.62	16.96	17.28	17.64	18.00	18.34	18.71	19.08	19.47	19.84	20.26	20.66	21.07	21.50
10	Liealme Asst	14.47	14.76	15.04	15.36	15.68	15.98	16.29	16.62	16.96	17.28	17.64	18.00	18.34	18.71	19.08	19.47	19.84	20.26	20.66	21.07	21.50
10	Home Health Aide	14.47	14.76	15.04	15.36	15.68	15.98	16.29	16.62	16.96	17.28	17.64	18.00	18.34	18.71	19.08	19.47	19.84	20.26	20.66	21.07	21.50
17	HIM Specialist <small>(formerly MR Transcriptionist)</small>	17.70	17.99	18.28	18.57	18.87	19.18	19.49	19.80	20.12	20.44	20.77	21.11	21.63	22.18	22.73	23.30	23.88	24.47	24.96	25.46	25.97
17	Referral/Scheduling	17.70	17.99	18.28	18.57	18.87	19.18	19.49	19.80	20.12	20.44	20.77	21.11	21.63	22.18	22.73	23.30	23.88	24.47	24.96	25.46	25.97
20	Billing Rep	18.16	18.47	18.83	19.16	19.51	19.85	20.21	20.57	20.95	21.34	21.71	22.10	22.50	22.90	23.37	23.84	24.30	24.80	25.30	25.81	26.32
25	LPN	19.65	20.04	20.45	20.85	21.28	21.68	22.13	22.58	23.03	23.49	23.96	24.43	24.93	25.42	25.93	26.45	26.98	27.52	28.07	28.63	29.20
30	PT Assistant	24.09	24.53	24.95	25.38	25.79	26.22	26.64	27.15	27.66	28.17	28.66	29.18	29.69	30.21	30.79	31.42	32.66	33.34	34.00	34.68	35.38
30	Medical Social Work Associate	24.09	24.53	24.95	25.38	25.79	26.22	26.64	27.15	27.66	28.17	28.66	29.18	29.69	30.21	30.79	31.42	32.66	33.34	34.00	34.68	35.38
35	Social Worker, MSW	26.39	26.93	27.46	28.01	28.58	29.15	29.73	30.32	30.93	31.55	32.17	32.82	33.48	34.14	34.83	35.52	36.23	36.95	37.69	38.44	39.21
40	Visit Nurse+	32.22	32.87	33.52	34.20	34.88	35.58	36.29	37.01	37.77	38.52	39.29	40.07	40.86	41.69	42.54	43.37	44.25	45.13	45.99	46.95	47.89
45	Patient Care Coord+	35.71	36.41	37.14	37.89	38.64	39.40	40.20	41.01	41.83	42.65	43.53	44.39	45.28	46.18	47.10	48.05	49.02	49.99	50.99	52.01	53.05
45	RN Case Mgr+	35.71	36.41	37.14	37.89	38.64	39.40	40.20	41.01	41.83	42.65	43.53	44.39	45.28	46.18	47.10	48.05	49.02	49.99	50.99	52.01	53.05
50	Occupational Therapist	33.46	34.14	34.81	35.50	36.22	36.95	37.68	38.44	39.20	39.99	40.78	41.61	42.44	43.29	44.15	45.04	45.94	46.87	47.81	48.76	49.74
53	Speech Therapist	34.34	35.02	35.72	36.44	37.16	37.90	38.66	39.43	40.22	41.02	41.85	42.69	43.55	44.41	45.31	46.21	47.14	48.07	49.03	50.01	51.01
55	Physical Therapist+	36.71	37.44	38.19	38.96	39.73	40.52	41.33	42.15	43.00	43.86	44.74	45.64	46.56	47.48	48.44	49.40	50.39	51.39	52.42	53.47	54.54

On-Call Premium Weekdays 5pm-8am \$ 55.00

Weekend Premium

RN Case Mgr, Visit Nurse, LPN, PT, OT, ST \$ 3.00  
 Aides, Receptionist, Referral/Sched \$ 2.00

Weekend Coordinator Pay (chg) 5% on regular pay  
 PerDiem 15% on base+steps  
 Certification Premium \$ 1.00  
 Lead Pay (NEW in 2020) \$ 1.50  
 Preceptor Pay (NEW in 2020) \$ 1.00

Appendix A  
 UFCW 21 -Home Health (yr3)  
 Effective March 6, 2022 - 2%

Grade	Position	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 12	Step 14	Step 16	Step 18	Step 20	Step 22	Step 24	Step 26	Step 28	Step 30
10	Receptionist/Secretary	14.76	15.06	15.34	15.67	15.99	16.30	16.61	16.95	17.30	17.63	17.99	18.36	18.71	19.09	19.47	19.86	20.24	20.66	21.07	21.50	21.93
10	Medical Records Asst	14.76	15.06	15.34	15.67	15.99	16.30	16.61	16.95	17.30	17.63	17.99	18.36	18.71	19.09	19.47	19.86	20.24	20.66	21.07	21.50	21.93
10	Lieline Asst	14.75	15.06	15.34	15.67	15.99	16.30	16.61	16.95	17.30	17.63	17.99	18.36	18.71	19.09	19.47	19.86	20.24	20.66	21.07	21.50	21.93
10	Home Health Aide	14.76	15.06	15.34	15.67	15.99	16.30	16.61	16.95	17.30	17.63	17.99	18.36	18.71	19.09	19.47	19.86	20.24	20.66	21.07	21.50	21.93
17	HIM Specialist (formerly MEd Transcription)	18.06	18.35	18.64	18.95	19.25	19.56	19.88	20.19	20.52	20.85	21.19	21.53	22.07	22.62	23.18	23.76	24.36	24.96	25.46	25.97	26.49
17	Referral/Scheduling	18.06	18.35	18.64	18.95	19.25	19.56	19.88	20.19	20.52	20.85	21.19	21.53	22.07	22.62	23.18	23.76	24.36	24.96	25.46	25.97	26.49
20	Billing Rep	18.53	18.84	19.21	19.54	19.90	20.25	20.62	20.99	21.37	21.77	22.14	22.55	22.95	23.36	23.83	24.32	24.79	25.30	25.81	26.32	26.85
25	LPN	20.04	20.44	20.86	21.26	21.71	22.12	22.57	23.03	23.49	23.96	24.44	24.92	25.42	25.93	26.45	26.98	27.52	28.07	28.63	29.20	29.79
30	PT Assistant	24.57	25.02	25.45	25.88	26.30	26.75	27.17	27.69	28.21	28.74	29.24	29.76	30.28	30.82	31.41	32.05	32.65	33.33	34.00	34.68	35.38
30	Medical Social Work Associate	24.57	25.02	25.45	25.88	26.30	26.75	27.17	27.69	28.21	28.74	29.24	29.76	30.28	30.82	31.41	32.05	32.65	33.33	34.00	34.68	35.38
35	Social Worker, MSW	26.92	27.46	28.01	28.57	29.15	29.74	30.32	30.93	31.55	32.18	32.82	33.48	34.15	34.83	35.52	36.23	36.95	37.69	38.44	39.21	40.00
40	Visit Nurse+	32.86	33.53	34.19	34.88	35.58	36.29	37.02	37.75	38.52	39.29	40.07	40.87	41.68	42.52	43.39	44.24	45.13	46.03	46.95	47.89	48.85
45	Patient Care Coord+	36.42	37.14	37.89	38.65	39.42	40.18	41.00	41.83	42.67	43.51	44.40	45.28	46.18	47.11	48.05	49.01	50.00	50.99	52.01	53.05	54.11
45	RN Case Mgr+	36.42	37.14	37.89	38.65	39.42	40.18	41.00	41.83	42.67	43.51	44.40	45.28	46.18	47.11	48.05	49.01	50.00	50.99	52.01	53.05	54.11
50	Occupational Therapist	34.13	34.82	35.51	36.21	36.95	37.69	38.43	39.21	39.99	40.79	41.60	42.44	43.28	44.15	45.03	45.94	46.86	47.81	48.76	49.74	50.73
53	Speech Therapist	35.03	35.72	36.43	37.17	37.90	38.66	39.44	40.22	41.02	41.84	42.69	43.54	44.42	45.30	46.21	47.13	48.08	49.03	50.01	51.01	52.04
55	Physical Therapist+	37.45	38.19	38.95	39.74	40.52	41.33	42.16	43.00	43.85	44.73	45.64	46.55	47.49	48.43	49.41	50.39	51.40	52.42	53.47	54.54	55.63

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Weekend Premium

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Weekend Coordinator Pay (chg) 5% on regular pay  
 PerDiem 15% on base+steps  
 Certification Premium \$ 1.00  
 Lead Pay (NEW in 2020) \$ 1.50  
 Preceptor Pay (NEW in 2020) \$ 1.00



# THE UNION DIFFERENCE

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

## A Voice at Work

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

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

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

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 46,000 other members of UFCW 21.

### Statement of Your Right to Union Representation (Weingarten Rights)

*“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.”*

## Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your  
rights:**

**[www.ufcw21.org](http://www.ufcw21.org)**

***Our mission: building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.***

**VISIT [UFCW21.ORG](http://UFCW21.ORG):**

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

## **UFCW 21**

**Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer**

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