

Agreement by and between
UFCW 3000
and
Providence St. Peter Hospital

Technical Unit

Effective: 9/16/2021 - 9/16/2024

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

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION

ARTICLE 2 – UNION MEMBERSHIP

ARTICLE 3 – MANAGEMENT RIGHTS

ARTICLE 4 – UNION REPRESENTATION

ARTICLE 5 – DEFINITIONS

ARTICLE 6 – EMPLOYMENT PRACTICES

ARTICLE 7 – SENIORITY

ARTICLE 8 – HOURS OF WORK AND OVERTIME

ARTICLE 9 – COMPENSATION

ARTICLE 10 – PAID TIME OFF

ARTICLE 11 – INSURANCE/BENEFITS

ARTICLE 12 – RETIREMENT

ARTICLE 13 – LEAVE OF ABSENCE

ARTICLE 14 – NO STRIKE / NO LOCKOUT

ARTICLE 15 – COMMITTEES

ARTICLE 16 – EMPLOYEE EDUCATION/ LICENSE

ARTICLE 17 – GRIEVANCE AND ARBITRATION

ARTICLE 18 – GENERAL PROVISIONS

ARTICLE 19 – DURATION OF AGREEMENT

Providence St. Peter Hospital and UFCW 21

THIS AGREEMENT is made and entered into this September 16, 2021, by and between Providence St. Peter Hospital, hereinafter referred to as the “Employer” or “Hospital,” and UFCW Local 21, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the “Union.” The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 Recognition. The Employer recognizes the Union as the sole collective bargaining representative for all regular full-time, part-time and per diem technical employees employed in the classifications of work set forth in Appendix A at 413 Lilly Rd. NE, Olympia, WA facility covered by the National Labor Relations Board Certification in Case No. RC-254021, excluding temporary employees, supervisors, and confidential employees, as defined in the Act, and all other employees.

ARTICLE 2 - UNION MEMBERSHIP

2.1 Membership. Hospital employees who are employed on the date of ratification of this Agreement shall be required as a condition of employment to join the Union within thirty (30) days of the date of hire and to maintain membership in the Union for the duration of the Agreement or pay a fair share/representation fee and to maintain membership and/or pay the required fees consistent with this article.

2.1.1 Employees hired after execution of this Agreement shall be required as a condition of employment to join the Union within ten (10) days of the date of hire and to maintain membership in the Union for the duration of the Agreement. Provided however, this provision shall not apply to any employee who declines joining the Union by providing written notice of such intent to the Union by mail with a copy to Human Resources, within ten (10) calendar days of the employee’s date of hire and/or date of transfer into the bargaining unit. A copy shall be placed in the employee’s personnel file.

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

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes and has not revoked a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer’s responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

2.3 Bargaining Unit Roster. The Employer shall supply to the Union, every three (3) months, a report electronically of all employees covered by this Agreement including name, address, employee ID number, department, job classification, work location, date of hire, rate of pay, FTE status, hire date and/or termination date for each employee covered under this agreement. This report will also contain all new hires, terminations and specific reference to all new hires, terminations, and a list of employees who have had a name change (identifying both their prior name and new name).

2.4 Meeting Rooms. Subject to Hospital policy, the Union may request the use of meeting space for quarterly (once every quarter per calendar year) meetings of the Local Unit, provided sufficient advance request for meeting facilities is made to and approved by Human Resources.

2.5 Negotiations. Employees who are designated by the Union to serve on the Union's negotiating team will be allowed unpaid release time to attend negotiations provided it does not conflict with staffing requirements as determined by the Employer.

2.6 Union Leave. Elected officers and representatives of UFCW Local 21 will be allowed up to 2 months of unpaid time off for Union business as necessary provided it does not conflict with staffing requirements as determined by the Employer. Employees may use accrued paid time off if they choose.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as may be limited by an express provision of this Agreement, and applicable Federal law, all rights to manage the facilities and direct the working forces are vested exclusively in the Employer. This Article identifies management rights which include, but are not limited to: determining its services, methods for delivering services, operations; the right to discontinue or transfer processes, services, or operations; to sell or lease the business free of the liabilities of this Agreement; to introduce new or different methods, processes, procedures, technological changes, equipment or facilities; to automate job functions or duties, to determine, or redetermine, the methods, processes, equipment, and materials to be employed; to subcontract work; to hire or contract for temporary employees to perform work, to establish or continue policies, practices, or procedures; to establish, modify and enforce reasonable rules and regulations on any matter whatsoever, including, but not limited to, employee conduct, discipline, and safety policies and procedures, as well as work activities, and to amend and revise current policies, rules, and regulations without first having to bargain with the union to impasse or agreement; to select and to determine the number and types of employees required; to determine or redetermine the number and kinds of classifications required; to assign work covered by this Agreement in accordance with the requirements determined by management; to establish and change work schedules, shifts, duties and assignments; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty; to establish wage rates for new or changed classifications or positions; to establish work or performance standards; to shut down for any reason necessary; to suspend, discharge, or otherwise discipline employees for nondiscriminatory, legitimate reasons; to fix standards of quality and quantity for work to be done; to determine job content; to discontinue and modify past practices of any nature; to alter, rearrange, combine and/or eliminate jobs, positions, job classifications or descriptions and to take whatever action is necessary to carry out any functions of the Employer in order to promote efficiency, order, and productivity. All matters not covered by the language of this

Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine. The exercise of the rights reserved to the Employer in this Section shall not be reviewable by arbitration unless such right is exercised so as to violate an express provision of this Agreement.

ARTICLE 4 – UNION REPRESENTATION

4.1 Union Representatives-Access. The Union's duly authorized representatives shall have access to the Hospital's premises where employees covered by this Agreement are working for the purpose of observing working conditions and investigating grievances. Union representatives shall not have access to employee lounges, departments, units, work areas or other patient care areas unless advance approval has been obtained from Human Resources, which may not be unreasonably denied.

Such visits shall be subject to the same rules generally applicable to other non-employees and shall not interfere or disturb employees in the performance of their work during working hours and shall not interfere with or provide any distraction to patient care, patient families, or the normal operation of the Hospital. Nothing in this paragraph shall be construed as a waiver of the union's statutory rights.

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

4.3 Employment Agreement. The Employer will give a copy of this Agreement and the employee's job description to each employee during the hiring/orientation process. The Union shall be responsible for the printing of this Agreement, including the entire cost thereof, and shall provide the Employer with sufficient copies to be available in the Human Resources Department.

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

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

4.5 New Hire Orientation. A delegate or designee/officer/union representative shall meet with new employees following orientation to introduce employees to the Union and the Union contract. The meeting shall not exceed one-half (1/2) hour in duration, it shall be voluntary, and shall be on unpaid time for both the delegate/officer and the new employee. By the end of the week prior to each new employee orientation, the employer will make available to the Union a list of all bargaining unit employees then scheduled for orientation. This list shall include the date of orientation, name, FTE, job classification, start date, shift, department, unit and campus of each new bargaining unit employee attending the orientation.

4.5.1 Online New Employee Orientation. In order for the Union to introduce employees to the Union and the Union contract, the employer shall provide a list of all new bargaining unit employees, every other week, that shall include the date of orientation, name, FTE, job classification, start date, shift, department, and unit. The meeting shall be voluntary, outside of work hours and shall be on unpaid time for both the delegate/officer and the new employee. The Hospital will notify employees of membership options at the time of hire or transfer and shall provide the Union's contact information. The employer shall provide the newly hired employee a link to the Union's new employee orientation page: <https://www.ufcw21.org/new-members>.

4.5.1 (a) In the event new employee orientation returns to in-person, the Employer and Union shall meet within thirty (30) days to discuss access to in person new employee orientation. The Hospital will notify employees of membership options at the time of hire or transfer and shall provide Union's contact information.

ARTICLE 5 - DEFINITIONS

5.1 Regular Full-time Employees. An employee who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period or six (6) twelve (12) hour shifts per pay period and who has successfully completed the required introductory period.

5.2 Regular Part-time Employees. An employee who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours in a fourteen (14) day period or six (6) twelve (12) hour shifts per pay period and who has successfully completed the required introductory period.

5.3 Per Diem Employee. An employee hired to supplement the regular work force on a scheduled or unscheduled basis to provide coverage and augment the workforce. Per diem employees shall be paid in accordance with the wage rates set forth in Article 9 of this Agreement. Each department may establish per diem availability guidelines which may include number of shifts per month and weekend/holiday availability. Such guidelines shall be provided

to the per diem employee.

Per diem employees shall receive longevity steps and shall be eligible for shift differentials, lead premium pay, standby pay premium, holiday premium pay, and weekend premium pay. Per diem are not eligible for any other benefits provided for in this Agreement including callback pay with the exception of those per diem employees in the departments with scheduled mandatory standby rotation.

5.3.1 Transfer to Per Diem Status. If an employee with an FTE of 0.5 or greater changes to per diem status, any accrued paid time off (PTO) shall be paid to the employee the pay period following the effective date of the change. Seniority shall not apply while on per diem status. Employees with an FTE of 0.5 or greater who change to per diem status and subsequently return to a position with an FTE of 0.5 or greater shall have previous seniority reinstated.

5.4 Introductory Employee. An introductory employee is an employee in the first ninety (90) calendar days of employment. During the introductory period, an employee may be terminated without notice and without recourse to the grievance procedure.

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

It is agreed that all employees have a responsibility for orienting new employees and employees newly assigned to a classification. Orientating new employees and employees newly assigned to a classification is not considered precepting.

5.6 Regular Rate of Pay. The “regular rate of pay” shall be as defined and calculated using applicable state and federal law, including FLSA.

5.7 Length of Service. For purposes of this Agreement and the method of computing PTO, seniority, longevity steps and other conditions of employment, a year shall be defined as twelve (12) month period.

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

ARTICLE 6 – EMPLOYMENT PRACTICES

6.1 Discipline and Discharge. The Hospital will use just cause when administering discipline to employees or discharging employees. “Just cause” shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the employee within fourteen (14) calendar days. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense is just cause for final warning, immediate suspension or discharge. An employee may request the attendance of a union representative during any investigatory meeting which may lead to disciplinary action.

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

Employees should promptly contact the Human Resources Department, in writing or verbally, in the event they have been unlawfully discriminated against in terms of their employment. The Human Resources Department will conduct an impartial investigation including a meeting with the employee (if requested) and will provide a written update on the status of the investigation within thirty (30) days of the date the employee submitted the complaint to the Human Resources Department. If the complaint is not satisfactorily resolved, it may be submitted by the employee to the appropriate administrative agency. Complaints alleging a violation of this article shall not be subject to Article 17 Grievance Procedure.

6.3 Evaluations. The Employer shall maintain a performance evaluation program which should be considered as a step in bringing about and determining progress in personal and professional growth and development which results in quality patient care. Employees shall normally receive an evaluation annually. Employees will have the opportunity to sign and indicate that they have seen the evaluation.

6.4 Personnel Files. During the course of their employment, employees shall have access to their personnel files via the Employee Self Service system. Employees may download and make copies of their personnel file. Employees shall have the right to comment on disciplinary actions and performance evaluations in their personnel file.

6.5 Travel. Use of personal vehicle will be compensated at the IRS standard rate per mile in accordance with PSPH policy.

6.6 Safety. The Employer will maintain a safe and healthful workplace in compliance with all laws applicable to the safety and health of its employees, including providing protective equipment and having it readily available in accordance with appropriate OSHA and WISHA guidelines. The employees will comply with all health and safety policies and procedures of the Employer. Employees shall be entitled to grieve alleged violations of this provision, but matters arising under this provision shall not be subject to arbitration.

6.6.1 In the case of a state of emergency involving a public health crisis creating special circumstances affecting the operations of the Hospital, the Hospital and Union, upon request, will meet to discuss safety measures within twenty-eight (28) of the requests, i.e., area for donning and doffing of gowns, PPE, etc.

6.7 Health Tests. All employees shall participate in Employer's state and federal mandated vaccines and screenings, at no cost to the employee. Examples of such vaccines (if appropriate) may include MMR, influenza and Hepatitis B. Examples of screening may include (if appropriate) Hepatitis C, tuberculosis, and HIV.

The Employer may address additional occupational health needs with this unit, in the same manner as it addresses them with the majority of its employees at the Hospital.

The Union may use the Labor Management Committee (LMC) as a platform to address additional occupational health needs with the Employer

ARTICLE 7 – SENIORITY

7.1 Seniority Defined. Seniority is defined as a full-time or part-time employee's continuous length of service as an employee with the Employer from most recent date of hire within a job classification in the bargaining unit. For the purposes of this Article 7, job classification shall be defined in Article 1, Recognition. Seniority shall not apply to an employee until completion of the required introductory period. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from most recent date of hire. Continuously employed employees with an FTE who change to Per Diem status (FTE 0.0) and subsequently return to an FTE without a break in employment shall have their seniority adjusted to exclude the time spent in a Per Diem status (FTE 0.0).

All employees hired prior to ratification will have an original seniority date as their most recent date of hire at Providence St. Peter Hospital.

7.1.1 Employees with an FTE who change to a non-bargaining unit position at PSPH and who subsequently return to a bargaining union position without a break in employment shall have their accrued bargaining unit seniority adjusted to exclude the time spent in a non-bargaining unit position.

7.1.2 The Employer will furnish a seniority list upon Union request. Issues with seniority dates shall be addressed and resolved on an individual basis.

7.2 Job Opening. When there is a vacancy in a regular (FTE) position, it shall be posted for seven (7) calendar days. Application must be submitted electronically according to PSPH policy. When qualified employees apply, the position will be awarded to the most qualified candidate. Where the skills, performance, ability, disciplinary record and experience are, in the opinion of the Employer, equal, seniority shall be the determining factor.

7.3 Layoff. A layoff is defined as a permanent or prolonged reduction in the number of employees in a particular classification by PSPH under this Agreement. The Employer shall provide as much notice to the affected employee and the Union as practical, but shall give at least thirty (30) days' notice or pay in lieu of. Where skill, competence, performance on the job, ability and experience are determined by the Employer to be substantially equal, seniority as defined above shall be the determining factor in layoffs.

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

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

1. Temporary
2. Probationary employees
3. Employees holding an FTE assigned to the classification and shift in the cost center affected by the layoff subject to the Employer's determination of qualifications as set forth above.

7.4 Recall. Employees who are laid off shall have recall rights to vacant positions in the classification from which they were laid off for up to twelve (12) months following their layoff, when in the opinion of the Employer, the employee is fully qualified to perform the work required. Employees who are recalled to their classification to a position from which they were laid off and with a comparable FTE (within a 0.15) and who, for any reason, refuse the recall shall be dropped from the recall roster. Acceptance of per diem position while on layoff will not affect an employee's recall rights.

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

1. Discharge or voluntary resignation from Providence St. Peter Hospital or retirement
2. Failure to return to work on a timely basis from an approved leave of absence
3. Failure to return to work from layoff when recalled in accord with the terms of this Agreement
4. Failure to report to work as assigned for a period of two (2) consecutive workdays without calling in; however, the Employer agrees to consider mitigating circumstances on a case-by-case basis.

7.6 Change in FTE Status. Reduction in hours shall be defined as a permanent reduction of an individual employee's FTE level, which is initiated by the Employer. Prior to an hours reduction occurring, the Employer will first seek volunteers in the job classification, cost center, and shift. If a reduction in FTE is determined to be necessary and there are no

volunteers, then skill, competence, performance on the job, ability and experience are determined by the Employer to be substantially equal, seniority as defined above shall be the determining factor in reducing an employee's FTE level.

7.7 Restructure. The Employer will determine the number FTEs by shift required for the restructured department. A restructure is defined as a change where more than one-half (1/2) of the employees in a classification in a department are affected by:

1. reduction in their FTE of more than 0.2; or
2. a change in the numbers of hours per shift,

The Employer will give the Union thirty (30) days' notice of a restructure. The manager(s) of the unit(s) shall determine the process and applicable guidelines, and notify the employees affected and the Union. The positions will be filled by seniority, provided that, in the opinion of the Employer, the employee's skill, competence, performance, ability and experience are equal to that of the employee being displaced. An employee who is not able to retain a position will have the rights of an employee laid off from her/his classification.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

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

8.2 Shift Assignments and Work Schedules. Typically, employee shifts will either be eight (8) hours, ten (10) hours or twelve (12) hours.

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

8.2.1 Innovative Shifts. Innovative individual work schedules may be established by the Employer with thirty (30) days' notice to the employee. Upon request, the Employer and the Union will meet prior to the implementation of the new schedule for the purpose of discussing the impacts of the new schedule. No meeting will be required in the event a qualified employee volunteers to work the innovative schedule.

8.3 Overtime. All work in excess of the basic work period shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay in accordance with applicable law, for all hours worked in excess of forty (40) hours in each workweek, except for those receiving daily overtime at time of ratification as long as they remain in their same job

classification. Beginning January 1, 2022, all work in excess of the basic workday or week, when properly authorized, shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay, in accordance with applicable law. Overtime shall include shift differential if applicable. Time that is paid for but not worked will not count as time worked for the purpose of determining and computing overtime. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2).

8.4 Report Pay. Employees who report for work as scheduled and are released from duty by the Employer for reasons other than discipline shall receive a minimum of four (4) hours' work for four (4) hours' pay or for the scheduled number of hours for the shift, whichever is less. Should the Employer make a bona fide attempt to notify the employee of a cancellation of shift but be unsuccessful in doing so, this provision shall not apply. It shall be the responsibility of the employee to maintain a current address and telephone number with the Employer. Failure to do so shall excuse the Employer from the notification requirement provided herein.

8.5 Work on Traditional Holidays. Any employee who works on one of the "traditional" holidays, as defined by the Employer's policy shall be paid at a premium rate of one and one-half (1 ½) the employee's regular rate of pay. Current holidays included in the Employer's policy are as follows: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Individual departments may establish their own equitable holiday scheduling practices, as long as the practice does not violate this agreement.

8.5.1 Department Closure on Holidays. When a department chooses to close on a recognized holiday, employees who are regularly scheduled to work on that holiday shall have the option to use PTO.

8.6 Standby Low Census. When an employee is low censused prior to their scheduled shift and agrees to be placed on standby at that time, they will receive time and one half (1 ½) if called into work for all hours worked if called in during their scheduled shift.

8.7 Standby On-Call. A standby on-call shift is a time period during which the employee is available for a call in to work. Unworked standby on-call hours do not count toward benefits.

8.8 Meal/Rest Period. At all times, meals and rest periods shall be administered consistent with state and federal law. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration.

8.9 Assignment of Low Census.

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

8.9.2 Full-time and part-time employees who are released from duty due to low census will continue to accrue paid time off based upon the employee's scheduled hours of work. All employees will be notified at least two (2) hours prior to a scheduled shift. An employee's seniority, skills, and ability will be considered during the cancellation due to low census process.

8.9.3 Order of Low Census.

- a. Overtime/premium pay shifts
- b. Volunteers for low census
- c. Per diem employees
- d. Employees working above their FTE
- e. Full-time and part-time employees within the department by rotation

8.10 Rest Between Shifts. In scheduling shift work assignments, the Employer will make a good faith effort to schedule each employee with at least twelve (12) hours off duty between shifts excluding education, committee meetings, staff meetings and standby. In the event an employee is required to work a scheduled shift with less than twelve (12) hours off duty between scheduled shifts, all time worked within this twelve (12) hour period shall be at the overtime rate of time and one-half (1-1/2x). Employees working a schedule of a ten (10) hour or twelve (12) hour shifts will have a ten (10) hour rest between shifts.

8.10.1 Eight-Hour Rest between Shifts. At all times, rest between shifts shall be administered consistent with state and federal law.

8.11 Shifts

Day Shift: Any shift where the majority of regularly scheduled hours are between 7:00 a.m. and 3:00 p.m.

Evening Shift: Any shift where the majority of regularly scheduled hours are between 3:00 p.m. and 11:00 p.m.

Night Shift: Any shift where the majority of regularly scheduled hours are between 11:00 p.m. and 7:00 a.m.

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

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

8.13 Extra Shifts. Extra shifts available will be awarded shift by shift equitably to employees who request on a first come first serve basis, subject to availability to perform the work at straight time.

8.14 Phone Time. A Lead employee or an employee who has been previously approved to resolve work issues by telephone or text message shall be compensated at the applicable rate of pay for the actual time involved in resolving the issues with a minimum time of fifteen (15) minutes per day that calls or text messages are received.

ARTICLE 9- COMPENSATION

9.1 Wages.

9.1.1 Wage Schedule. All employees shall be classified and paid in accordance with the schedule set forth in Appendix “A” which is attached hereto and made part of this Agreement. This Agreement shall not preclude the Employer, at its option, from paying wages and/or benefits in excess of those specified in this agreement.

Effective the first full pay period following ratification, employees will be placed on the wage schedule set forth in Appendix “A”. Current employees will be placed initially on the step schedule closest to the employee’s current wage rate, provided that the step does not result in a decrease to the employees’ wage rate.

If the initial placement for any current employee results in less than a 5% increase from their current wage rate, then the employee shall be placed on the step which results in no less than a 5% increase.

If after the initial placement and minimum increase, the employee whose rate continues to fall below the step based on years of service at Providence St. Peter Hospital in their current job classification, will receive an additional increase of a maximum of two (2) steps each anniversary year, in lieu of the regularly scheduled step advancement (9.1.2), until such time that the rate reaches the corresponding step.

For purposes of the above section only, caregiver’s years of service at Providence St. Peter Hospital within the following job classifications will be counted together: CT Technicians, Electronic Imaging Technicians, MRI Technicians, Radiology Technicians, Ultrasound Sonographers, Intervention Radiology Technicians and X Ray Technicians.

Year 2: Effective the first full pay period following April 1, 2022, employees will receive a 1.5% across the board increase.

Effective the first full pay period following the second anniversary of ratification, employees will receive a 2 % across the board increase.

Year 3: Effective the first full pay period following the second anniversary of ratification, employees will receive a 2.5 % across the board increase.

9.1.2 Step Advancement. Beginning 1/1/2022, employees will advance to the next step in the wage schedule set forth in Appendix “A” the first full pay period following the anniversary of the employee’s date of hire.

9.1.3 Recognition for Past Experience (new hires only). Employees hired following ratification shall be placed on the wage schedule set forth in Appendix “A” of this agreement based on recent relevant technical experience in a health care setting in the opinion of the Employer. The recognition of other prior experience will be discretionary with the Employer.

9.2 Wage Increases. All increases in compensation set forth in this Agreement shall become effective the first full payroll period on or after the date designated.

9.3 Per Diem Differential. Per diem employees (FTE 0.00) shall receive a per diem premium equivalent to fifteen (15%) percent, in lieu of benefits, over the employee’s base rate of pay.

9.4 Shift Differential. Where hours worked occurs in the period designated as evening or night shift in Article 8.12 (Shifts), employees will be paid shift differential of one dollar and sixty cents (\$1.60) per hour for evenings and three dollars (\$3.00) per hour for nights for all hours worked on that shift.

9.5 Weekend Differential.

9.5.1 Employees will be paid a premium of two dollars and fifty (\$2.50) per hour for each hour worked on the weekend.

9.6 Standby On Call. On call employees may be placed on call for hours outside of their regular schedule. Employees will receive four dollars (\$4.00) per hour for each hour the employee is on call. If called in to work, the employee will be compensated at the overtime rate of time and one half (1.5) the employee’s regular rate of pay for each hour worked, with a minimum of three (3) hours of work each time an employee is called in, except that the guarantee shall not exceed the number of hours the employee is scheduled on call. In such case, no new minimum will apply to that call. The minimum call-in hours provided for herein shall not apply when the employee reports for work in advance of the assigned shift and continues working through the entire scheduled shift. This provision shall apply only to employees who have discontinued work and left the Employer’s premises. Employees called in to work hour on either the evening or night shift will be paid the applicable shift differential for the hours worked on that call in. Similarly, when an employee from evening or night shift is called in to work during the day shift, the employee shall receive shift differential for those hours.

9.7 Preceptor Pay. An employee who is assigned as a preceptor shall be assigned for full shifts and shall receive a differential of one dollar fifty cents (\$1.50) per hour while so assigned. This shall be in addition to the employee’s regular rate of pay and shall not be combined with the Lead premium and not apply to an employee whose classification includes the responsibility for the teaching of other employees.

9.8 Lead. Employees assigned lead responsibilities by the Employer will receive a differential of one dollar and sixty cents (\$1.60) per hour for the time assigned.

9.9 Any employee who maintains an approved certification shall be paid certification pay in the amount of one dollar (\$1.00). Employees with multiple certifications shall be eligible to receive only one (1) certification premium.

The Employer will maintain a list of qualifying certifications. The Employee shall provide documentation for new certifications or re-certifications to Human Resources in order to receive the differential and the differential will not begin until such documentation is received. The Employer may approve other classifications for certification pay.

Pharmacy Technician Certification Board	Advanced Certified Pharmacy Technician	CPhT-Adv
	Certified Compounded Sterile Preparation Technician	CSPT
National Board for Respiratory Care (NBRC)	Registered or Certified Pulmonary Function Tech	RPFT or CPFT
	Neonatal Pediatric Specialist	NPS
	Adult Critical Care Specialist Credential Chronic Obstructive Pulmonary Disease Educator Certification	ACCS COPD
American National Standards Institute	Registered Cardiovascular Electrophysiology Specialist	RCES
American Registry of Radiologic Technologists	Vascular Interventional Radiography	VI

9.10 Job Title Changes. A change in job title with no material change in duties shall not affect an employee's tenure, seniority or pay level.

ARTICLE 10 – PAID TIME OFF

10.1 Paid Time Off. The Employer provides eligible employees with the opportunity to have paid time off for various reasons including vacation, holiday, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours. Employees will be eligible for the same Paid Time Off program as offered to non-represented employees which may be amended from time to time.

10.2 PTO and PTO-Safe Sick Accrual Rates (assumes a 1.0 FTE working 80 hours per pay period):

The Employer provides eligible employees with the opportunity to participate in the Extend Illness Bank program as offered to non-represented employees which may be amended from time to time.

10.2.1 PTO Accrual Rates. Current PTO accrual rates are as follows:

Tenure	Annual Accrual*			Maximum Accrual*		
	PTO	PTO-Safe Sick*	Total PTO	PTO Accrual	PTO-Safe Sick Accrual**	Total PTO Accrual
Less than 3	131 hours (5.04 per pay period)	69 hours (2.65 per pay period)	200 hours	192 hours	108 hours	300 hours
3 to less than 5	155 hours (5.97 per pay period)	69 hours	224 hours	228 hours	108 hours	336 hours
5 to less than 10	171 hours (6.58 per pay period)	69 hours	240 hours	252 hours	108 hours	360 hours
10 to less than 15	195 hours (7.52 per pay period)	69 hours	264 hours	288 hours	108 hours	396 hours
15 or more	211 hours (8.12 per pay period)	69 hours	280 hours	312 hours	108 hours*	420 hours

*Not to exceed eighty (80) hours per pay period

*Based on a full-time (1.0 FTE)

**PTO-Safe Sick will be administered in accordance with the Washington Paid Sick Leave Law.

10.3 Vacation Scheduling. In scheduling vacations, each department will establish guidelines for scheduling and approving time off.

10.4 Use of PTO Balances. Negative balances may not be incurred. Employees must use accrued PTO hours for vacations and holidays with the advance approval of their supervisor. Department needs and work requirements shall be taken into consideration. Preference will be given to employees' requested time off whenever possible. PTO may be scheduled in increments of at least one (1) hour.

10.5 Physician Statement/Proof of Illness. The Hospital reserves the right to require reasonable proof of illness.

ARTICLE 11 – INSURANCE/BENEFITS

11.1 Benefit Programs. Beginning the date of hire in an eligible status, full-time and part-time employees with a 0.5 FTE or greater will participate in the same health and welfare benefit programs as the majority of Employees of the Employer (including the same choice of plans, coverages, plan design, and payroll deductions) however, the parties agree that the amount of per pay period medical premium payroll contributions will not increase by more than 10% on a blended average. The Employer agrees to provide written notice of any upcoming annual benefit plan changes on or before October 1, of the applicable year.

11.2 Eligibility. Participation in the benefit program and any other benefits provided by the Employer shall be subject to specific plan eligibility requirements and plan documents.

11.3 Other Insurance. The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington.

11.4 Plan Changes. In the event the Employer modifies its current plans or provides an alternative plan(s) the Employer shall notify the Union at least thirty (30) days prior to the intended implementation date.

11.5 Medical Plan Changes. The Employer agrees to offer the HRA, the HSA, and Kaiser of WA HMO, dental and vision coverage. The parties agree that Article 11.1, Health Benefits, may be opened for bargaining in good faith by the Union if there are material reductions in benefits under the plans offered by the Employer, and/or material increases in in-network deductibles, or in-network out-of-pocket maximums, and the amount of premium percentage, or a material reduction in the employer contributions available to earn under the health incentive program (excluding those required by law or regulation). Changes in networks or health care providers available under existing plans shall not be considered a material reduction in benefits during this agreement. The parties also agree that the Employer does not have an obligation to bargain over changes required by applicable law or regulation (e.g. Health Care Reform) although the Union may ask to bargain over the effects of such changes.

ARTICLE 12 – RETIREMENT

The Employer will provide a retirement plan for all eligible employees. Retirement benefits and eligibility requirements for participation shall be defined by the Employer's plan. As the Employer may from time to time make modifications in the plan, employees and the Union will be given at least thirty (30) days' advance notice before implementation of any change.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Leave of Absence. All leaves are to be initiated with the Employer's third-party administrator (TPA) as far in advance as possible, stating the reason for the leave and the amount of time requested. A reply to grant or deny the request shall be given by the TPA. A leave of absence shall commence on the first day of absence from work.

The Employer will follow its leave policies, which may be amended from time to time, however the amendment may not reduce the current benefit level for the life of the agreement. Leave to which an employee is entitled under state, federal, and local leave of absence laws, including but not limited to Family Medical Leave Act (FMLA), and WA State Paid Family Medical Leave. These leaves shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal and state law. If an employee is not eligible under applicable law, such as the FMLA, there may be some allowance for a Health Leave of Absence or other leaves under the Employer's existing policies. Where allowed by law, these leaves shall run concurrently with the employee's FMLA or other state, federal, and local leave of absence law entitlements.

13.1.1 Benefits. An employee on a leave of absence without pay will not continue to accrue paid time-off benefits during that leave unless otherwise noted herein, but there shall be no loss of previously accrued benefits if the employee returns to work at the end of the allowed leave. Benefits shall not accrue during the unpaid portion of any Family or Medical Leave. For medical leaves of absence, the Hospital shall, however, continue its contributions toward the employee's medical, dental and vision coverage pursuant to this Agreement for up to six (6) months.

13.1.2 Leave without pay shall not alter an employee's anniversary date of employment.

13.1.3 Return to Work. Employees who indicate their availability to return to work on a timely basis in accordance with an approved leave of absence agreement, if not entitled to their original position, shall be eligible to apply for the first available comparable opening in accordance with Article 7.2 Job Postings.

13.2 Family and Medical Leave. As required by federal law, eligible employees 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 in accordance with the law. The Employer may require an employee to use any accrued paid time during the period of the leave.

The leave shall be interpreted consistent with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed.

13.2.1 Washington State Paid Family Medical Leave. As required by Washington State Paid Family Medical Leave (PFML), employees may be eligible to receive benefits from the Washington Employment Security Department ("ESD"). PFML provides 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.

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.

13.3 Personal and Health Leave. After one (1) year of continuous employment, a leave of absence may be granted for personal reasons (e.g. education or to assume a position with the union), or health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. Upon requesting return to work, the employee shall be offered the first available opening for which the employee has applied and is qualified. The employee shall use previously accrued paid time to the extent accrued. Prior to the employee returning from a leave due to health reasons, the Employer may require a statement from a licensed physician attesting to the employee's capability to perform the work required of the position.

13.4 Work related (Compensable) Injury Health Leave. A health leave due to a work-related (compensable) injury, may be extended on a case by case basis. Extensions may be approved by Human Resources after evaluation of the information provided.

13.5 Jury Duty. In accordance with Employer policy, which may be amended from time to time in the Employer's discretion, an employee who is required to serve on jury duty on a regularly scheduled workday, or who is called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer at his/her regular rate of pay for the scheduled hours missed as a result of jury duty. Evening and night shift employees who are serving on a jury or acting as a witness on behalf of the Employer, during the day are not expected to report for work that evening/night unless they are excused from service for the day.

13.6 Bereavement Leave. In accordance with Employer's policy, which may be amended from time to time in the Employer's discretion, employees with an FTE of 0.5 or greater will be allowed time off without loss of pay in the event of the death of an immediate family member. Employees may receive up to twenty-four (24) hours with pay to attend family bereavement needs or may receive up to forty (40) hours with pay to attend to family bereavement needs for the caregiver's spouse, domestic partner, or child. Additional unpaid time off and/or paid time off (PTO) may be authorized by the manager on a case-by-case basis and based upon operational needs.

ARTICLE 14 – NO STRIKE / NO LOCKOUT

14.1 It is agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees and (b) neither the employees nor their agents, including the Union, or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organizations' picket line. If any employees or group of employees represented by the Union should violate the intent of this section, the Union will take steps to effect a prompt resumption of work.

Any employee participating in any strike, sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to discipline up to and including discharge, as the Employer may direct.

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

ARTICLE 15 – COMMITTEES

15.1 Labor Management Committee. The Employer and the Union shall establish a Labor Management Committee to assist with issues of mutual concern, including state/federal mandated changes. The purpose of the Labor Management Committee shall be to foster improved communications between the Employer and the employees. The function of the Committee shall be limited to an advisory rather than a decision-making role. The Committee

shall consist of representatives of management and representatives of the employee covered by this Agreement with up to three (3) employee representatives who will be selected by the bargaining unit employees. A Union staff representative may attend at the request of the bargain unit employees.

15.2 Other Committees. The Employer may establish various committees subject to state, federal and local laws, for example, Safety Committees and Workplace Violence Prevention Committees, which employees are encouraged to attend. Employees shall not be unreasonably denied participation and may be subject to patient care needs.

15.3 Compensation. Employees shall be compensated at their base rate of pay for all time spent on established Hospital committees when they are members of the committee or are required to attend. Hours spent in committees is not considered hours of work for the calculation of overtime.

ARTICLE 16 - EMPLOYEE EDUCATION/LICENSE

16.1 Orientation. The objectives of orientation shall be to familiarize new employees with the objectives and philosophy of the hospital, to orient new employees to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities to enable them to practice independently. Employees will be oriented through a combination of instructional conferences, floor and/or shift work.

16.2 Inservice Education. A regular and ongoing in-service education program shall be maintained. Employees required to attend a mandatory meeting or in-service during their scheduled time off shall be considered as being in work status and the employee shall be paid her/his appropriate rate of pay for a minimum of one (1) hour. No compensation shall be received for in-service or staff meetings where attendance is voluntary.

16.3 Continuing Education and Professional Development Expenses. Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs, such as course tuition, registration fees and certification exams, up to the amount set forth for each employee in the following reimbursement schedule. Such financial assistance shall be subject to the approval of the subject matter and verification of attendance and/or completion of the course. Unused amounts shall not be carried from one (1) calendar year to the next.

<u>FTE</u>	<u>Dollars</u>
0.8 – 1.0	\$400.00
0.5 - 0.79	\$300.00

16.4 Unpaid Educational Leave. After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job-related study without loss of accrued benefits, provided such leave does not jeopardize hospital service.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

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

17.2 Grievance Procedure.

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

Step 2 Employer, Union/Unit representative and Department Director. If the matter is not resolved to the employee/Union's satisfaction at Step 1, the employee/Union shall submit the grievance to the Department Director (and/or designee) within seven (7) days of Step 1 response. A conference between the employee, the Union/Unit Representative and the Department Director (and/or designee) shall be held. The Department Director (and/or designee) shall issue a written reply within fourteen (14) calendar days following the meeting.

Step 3 Employee, Unit Representative, Union Staff Representative and Human Resources Director. If the matter is not resolved to the employee's satisfaction at Step 2, the grievance shall be referred in writing to the Human Resources Director (and/or designee) within seven (7) calendar days of the Department Director's decision. A conference between the employee and at the request of the employee, a Local 21 Staff Representative and the Human Resources Director or designee shall be held. The Human Resources Director (or designee) shall issue a written reply within fourteen (14) calendar days following the meeting.

Step 4 Mediation (Optional). The Employer and the Union may mutually agree to submit an unresolved grievance to mediation. Costs of mediation, if any, shall be shared

equally by both parties. The mediation process may be terminated through written notice to the other party at any time.

Step 5 Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations, either party may submit the issue in writing to arbitration within ten (10) calendar days following the written reply of the Human Resources Director (and/or designee). If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The first strike will be determined by a coin toss. The person whose name remains shall be the Arbitrator. The Arbitrator's decision shall be final and binding subject to limits of authority stated herein.

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

17.4 Each party shall bear one-half (½) of the fee of the Arbitrator for an award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing, including the making of an official transcript of the hearing for the Arbitrator. All other expenses, including, but not limited to legal fees, deposition costs, witness fees and any and every other cost related to the presentation of a party's case in this or any other forum shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

17.5 Time Limits. Time limits set forth in the foregoing steps may be extended only by mutual consent of the parties involved. A time limit which ends on a Saturday, a Sunday or a holiday designated in Article 8.5 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. In the event the Employer fails to comply with the time limits set forth above the union or the employee can automatically elevate the grievance to Step 2 or Step 3, as the case may be, without any action necessary on the part of the employee.

ARTICLE 18 - GENERAL PROVISIONS

18.1 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws, valid executive orders of the President of the United States or the Governor of the State of Washington, and valid rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and

effect for the terms of this Agreement. If any provision is held invalid, the Employer and the Union shall enter into the immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

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

18.3 Successorship. In the event of the sale, merger or transfer of the ownership of the Hospital to an entity not a signatory to this Agreement, the Hospital will provide the Union sixty (60) days' notice and will meet, at the Union's request, to discuss the impact of such change. Such notice shall include the: (1) successor or assignee's name; (2) the expected date of completion of such sale, merger or transfer.

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall be effective on the first full pay period following date of ratification and shall continue until and including September 16, 2024 [three (3) years following ratification date]. Should either party desire to amend the terms of this Agreement, said party shall serve the other with written notice at least ninety (90) calendar days prior to the termination date of its intent to negotiate a new Agreement. Should such notice be served, bargaining shall commence within thirty (30) days following the date of timely notice.

This Agreement is executed by the parties on the 6th day of June —, 2022.

DocuSigned by:

Dana Johnson

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Dana Johnson, Service Area CHRO
Providence Centralia Hospital

Faye Guenther

Faye Guenther, President
UFCW Local 21

LETTER OF UNDERSTANDING – UNFAIR LABOR PRACTICES

The United Food and Commercial Workers, Local 21 (“the Union”) agrees that it will, within two (2) weeks of the ratification of this collective bargaining agreement, it will withdraw all filed Unfair Labor Practice charges, including but not limited to, 19-CA-272156.

Dated: June 6, 2022.

DocuSigned by:
Dana Johnson
3F5349590E5A481

Dana Johnson, Service Area CHRO
Providence Centralia Hospital

Faye A Guenther
Faye Guenther, President
UFCW Local 21

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LETTER OF UNDERSTANDING – PTO DEPOSIT

The Employer agrees that in January of 2021 all full-time and part time employees received eight (8) hours of PTO [prorated by FTE]. Upon ratification, all full time and part time employees will receive sixteen (16) hours of PTO [prorated by FTE]. In January of 2022, all full-time and part time employees will receive twenty-four (24) hours of PTO [prorated by FTE]. In January of 2023, all full-time and part time employees will receive twenty-four (24) hours of PTO [prorated by FTE]. These additions of hours are each individual one-time occurrences in transition from the Employer's former plan. This LOU shall expire with the contract.

Dated: June 6, 2022.

DocuSigned by:

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Dana Johnson, Service Area CHRO
Providence Centralia Hospital


Faye Guenther, President
UFCW Local 21

Appendix A – Positions

Cardiovascular Tech I
Cardiovascular Tech II
Cardiovascular Tech III
Coord Respiratory Therapy
CT Scan Tech
Echocardiographer
Electronic Imaging Tech
Intervention Rad Tech
MRI Technologist
Pharmacy Tech I
Pharmacy Tech II
Pharmacy Tech III
Rad Tech I
Rad Tech II
Respiratory Therapist
Ultrasonographer
Ultrasonographer II

APPENDIX A- WAGE SCHEDULE

Effective 9/26/2021

Position	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
CARDIOVASCULAR TECH I	\$33.83	\$35.10	\$36.36	\$37.60	\$38.78	\$39.94	\$41.06	\$42.15	\$43.20	\$44.19	\$45.14	\$46.04	\$46.89	\$47.71	\$48.40	\$49.03	\$49.03	\$49.79	\$50.46	\$50.46	\$51.34
CARDIOVASCULAR TECH II	\$37.22	\$38.62	\$40.01	\$41.37	\$42.67	\$43.95	\$45.18	\$46.38	\$47.54	\$48.63	\$49.68	\$50.67	\$51.61	\$52.51	\$53.27	\$53.96	\$53.96	\$54.80	\$55.54	\$55.54	\$56.51
CARDIOVASCULAR TECH III	\$39.64	\$41.13	\$42.61	\$44.06	\$45.45	\$46.81	\$48.12	\$49.40	\$50.64	\$51.80	\$52.91	\$53.97	\$54.97	\$55.93	\$56.74	\$57.48	\$57.48	\$58.37	\$59.16	\$59.16	\$60.20
CT SCAN TECH	\$33.90	\$35.17	\$36.44	\$37.68	\$38.87	\$40.04	\$41.16	\$42.25	\$43.31	\$44.31	\$45.26	\$46.17	\$47.02	\$47.84	\$48.53	\$49.16	\$49.16	\$49.92	\$50.59	\$50.59	\$51.48
ECHOCARDIOGRAPHER	\$38.13	\$39.56	\$40.99	\$42.38	\$43.71	\$45.02	\$46.28	\$47.51	\$48.70	\$49.82	\$50.89	\$51.91	\$52.87	\$53.80	\$54.58	\$55.29	\$55.29	\$56.14	\$56.90	\$56.90	\$57.90
ECHOCARDIOGRAPHER ID	\$38.13	\$39.56	\$40.99	\$42.38	\$43.71	\$45.02	\$46.28	\$47.51	\$48.70	\$49.82	\$50.89	\$51.91	\$52.87	\$53.80	\$54.58	\$55.29	\$55.29	\$56.14	\$56.90	\$56.90	\$57.90
ELECTRONIC IMAGING TECH	\$27.96	\$29.01	\$30.05	\$31.07	\$32.05	\$33.01	\$33.93	\$34.83	\$35.70	\$36.52	\$37.31	\$38.06	\$38.76	\$39.44	\$40.01	\$40.53	\$40.53	\$41.16	\$41.72	\$41.72	\$42.45
MRI TECHNOLOGIST	\$39.45	\$40.93	\$42.40	\$43.84	\$45.22	\$46.58	\$47.88	\$49.15	\$50.38	\$51.54	\$52.65	\$53.70	\$54.69	\$55.65	\$56.46	\$57.19	\$57.19	\$58.08	\$58.86	\$58.86	\$59.89
PHARMACY TECH I	\$21.09	\$21.88	\$22.67	\$23.44	\$24.18	\$24.90	\$25.60	\$26.28	\$26.94	\$27.56	\$28.16	\$28.72	\$29.25	\$29.76	\$30.19	\$30.58	\$30.58	\$31.06	\$31.48	\$31.48	\$32.03
PHARMACY TECH II	\$23.00	\$23.86	\$24.73	\$25.57	\$26.38	\$27.17	\$27.93	\$28.68	\$29.40	\$30.08	\$30.73	\$31.34	\$31.92	\$32.48	\$32.95	\$33.37	\$33.37	\$33.89	\$34.35	\$34.35	\$34.95
PHARMACY TECH III	\$26.50	\$27.50	\$28.48	\$29.45	\$30.37	\$31.29	\$32.16	\$33.01	\$33.84	\$34.62	\$35.36	\$36.07	\$36.74	\$37.38	\$37.92	\$38.41	\$38.41	\$39.00	\$39.53	\$39.53	\$40.22
RAD TECH I	\$30.17	\$31.30	\$32.43	\$33.53	\$34.59	\$35.63	\$36.62	\$37.60	\$38.54	\$39.43	\$40.28	\$41.09	\$41.85	\$42.58	\$43.20	\$43.77	\$43.77	\$44.45	\$45.05	\$45.05	\$45.83
RAD TECH II	\$32.29	\$33.50	\$34.71	\$35.89	\$37.02	\$38.13	\$39.20	\$40.24	\$41.24	\$42.20	\$43.11	\$43.97	\$44.78	\$45.57	\$46.23	\$46.83	\$46.83	\$47.55	\$48.19	\$48.19	\$49.04
INTERVENTION RAD TECH	\$36.22	\$37.58	\$38.93	\$40.25	\$41.52	\$42.77	\$43.97	\$45.13	\$46.26	\$47.32	\$48.34	\$49.31	\$50.22	\$51.11	\$51.85	\$52.52	\$52.52	\$53.33	\$54.05	\$54.05	\$55.00
RESPIRATORY THERAPIST	\$31.53	\$32.71	\$33.89	\$35.04	\$36.15	\$37.23	\$38.27	\$39.28	\$40.26	\$41.18	\$42.07	\$42.90	\$43.70	\$44.46	\$45.10	\$45.69	\$45.69	\$46.40	\$47.03	\$47.03	\$47.85
COORD RESPIRATORY THERAPY	\$33.53	\$34.79	\$36.04	\$37.26	\$38.44	\$39.59	\$40.70	\$41.77	\$42.82	\$43.80	\$44.74	\$45.63	\$46.48	\$47.29	\$47.97	\$48.59	\$48.59	\$49.35	\$50.01	\$50.01	\$50.88
ULTRASONOGRAPHER	\$38.13	\$39.56	\$40.99	\$42.38	\$43.71	\$45.03	\$46.29	\$47.52	\$48.71	\$49.82	\$50.90	\$51.91	\$52.88	\$53.80	\$54.58	\$55.28	\$55.28	\$56.14	\$56.90	\$56.90	\$57.90
ULTRASONOGRAPHER II	\$40.00	\$41.50	\$43.00	\$44.46	\$45.86	\$47.24	\$48.56	\$49.85	\$51.10	\$52.27	\$53.40	\$54.46	\$55.47	\$56.44	\$57.26	\$58.00	\$58.00	\$58.90	\$59.70	\$59.70	\$60.75

Effective First Full Pay Period Following 9/16/2022

ATB: 2.0%

Position	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
CARDIOVASCULAR TECH I	\$35.03	\$36.34	\$37.65	\$38.92	\$40.15	\$41.35	\$42.51	\$43.64	\$44.73	\$45.75	\$46.74	\$47.66	\$48.54	\$49.40	\$50.11	\$50.77	\$50.77	\$51.55	\$52.24	\$52.24	\$53.15
CARDIOVASCULAR TECH II	\$38.54	\$39.98	\$41.42	\$42.83	\$44.18	\$45.50	\$46.78	\$48.02	\$49.22	\$50.35	\$51.44	\$52.46	\$53.43	\$54.37	\$55.15	\$55.87	\$55.87	\$56.73	\$57.50	\$57.50	\$58.51
CARDIOVASCULAR TECH III	\$41.03	\$42.59	\$44.12	\$45.61	\$47.05	\$48.46	\$49.82	\$51.14	\$52.43	\$53.63	\$54.77	\$55.88	\$56.91	\$57.91	\$58.74	\$59.51	\$59.51	\$60.44	\$61.25	\$61.25	\$62.32
CT SCAN TECH	\$35.10	\$36.41	\$37.73	\$39.02	\$40.24	\$41.45	\$42.62	\$43.74	\$44.84	\$45.87	\$46.86	\$47.80	\$48.68	\$49.53	\$50.25	\$50.90	\$50.90	\$51.68	\$52.38	\$52.38	\$53.30
ECHOCARDIOGRAPHER	\$39.47	\$40.95	\$42.43	\$43.88	\$45.26	\$46.61	\$47.91	\$49.18	\$50.42	\$51.58	\$52.68	\$53.74	\$54.73	\$55.70	\$56.51	\$57.24	\$57.24	\$58.12	\$58.91	\$58.91	\$59.95
ECHOCARDIOGRAPHER LD	\$39.47	\$40.95	\$42.43	\$43.88	\$45.26	\$46.61	\$47.91	\$49.18	\$50.42	\$51.58	\$52.68	\$53.74	\$54.73	\$55.70	\$56.51	\$57.24	\$57.24	\$58.12	\$58.91	\$58.91	\$59.95
ELECTRONIC IMAGING TECH	\$28.95	\$30.04	\$31.11	\$32.17	\$33.18	\$34.18	\$35.13	\$36.06	\$36.96	\$37.81	\$38.63	\$39.40	\$40.13	\$40.83	\$41.42	\$41.96	\$41.96	\$42.62	\$43.20	\$43.20	\$43.95
MRI TECHNOLOGIST	\$40.84	\$42.37	\$43.90	\$45.39	\$46.82	\$48.23	\$49.57	\$50.89	\$52.16	\$53.36	\$54.51	\$55.60	\$56.62	\$57.61	\$58.46	\$59.21	\$59.21	\$60.13	\$60.93	\$60.93	\$62.01
PHARMACY TECH I	\$21.84	\$22.65	\$23.47	\$24.27	\$25.03	\$25.78	\$26.50	\$27.20	\$27.89	\$28.53	\$29.15	\$29.73	\$30.28	\$30.81	\$31.25	\$31.66	\$31.66	\$32.16	\$32.59	\$32.59	\$33.16
PHARMACY TECH II	\$23.82	\$24.70	\$25.60	\$26.47	\$27.32	\$28.13	\$28.92	\$29.69	\$30.44	\$31.14	\$31.81	\$32.45	\$33.05	\$33.63	\$34.11	\$34.55	\$34.55	\$35.09	\$35.57	\$35.57	\$36.18
PHARMACY TECH III	\$27.44	\$28.47	\$29.49	\$30.49	\$31.45	\$32.40	\$33.29	\$34.18	\$35.04	\$35.84	\$36.61	\$37.34	\$38.04	\$38.70	\$39.26	\$39.77	\$39.77	\$40.38	\$40.92	\$40.92	\$41.64
RAD TECH I	\$31.23	\$32.41	\$33.58	\$34.71	\$35.81	\$36.88	\$37.91	\$38.92	\$39.90	\$40.82	\$41.70	\$42.54	\$43.33	\$44.08	\$44.73	\$45.32	\$45.32	\$46.02	\$46.64	\$46.64	\$47.45
RAD TECH II	\$33.43	\$34.68	\$35.93	\$37.16	\$38.33	\$39.47	\$40.59	\$41.66	\$42.70	\$43.69	\$44.64	\$45.52	\$46.36	\$47.18	\$47.86	\$48.48	\$48.48	\$49.23	\$49.89	\$49.89	\$50.78
INTERVENTION RAD TECH	\$37.50	\$38.90	\$40.30	\$41.67	\$42.98	\$44.28	\$45.52	\$46.73	\$47.89	\$48.99	\$50.05	\$51.05	\$51.99	\$52.92	\$53.68	\$54.38	\$54.38	\$55.21	\$55.96	\$55.96	\$56.95
RESPIRATORY THERAPIST	\$32.64	\$33.86	\$35.09	\$36.28	\$37.42	\$38.55	\$39.62	\$40.67	\$41.68	\$42.64	\$43.55	\$44.41	\$45.25	\$46.03	\$46.70	\$47.31	\$47.31	\$48.04	\$48.69	\$48.69	\$49.54
COORD RESPIRATORY THERAPY	\$34.71	\$36.02	\$37.31	\$38.58	\$39.80	\$40.98	\$42.14	\$43.25	\$44.33	\$45.35	\$46.32	\$47.24	\$48.12	\$48.96	\$49.66	\$50.31	\$50.31	\$51.09	\$51.78	\$51.78	\$52.67
ULTRASONOGRAPHER	\$39.47	\$40.95	\$42.43	\$43.88	\$45.26	\$46.62	\$47.92	\$49.19	\$50.43	\$51.58	\$52.69	\$53.74	\$54.74	\$55.70	\$56.51	\$57.23	\$57.23	\$58.12	\$58.91	\$58.91	\$59.95
ULTRASONOGRAPHER II	\$41.41	\$42.96	\$44.52	\$46.03	\$47.48	\$48.91	\$50.28	\$51.61	\$52.91	\$54.11	\$55.28	\$56.39	\$57.43	\$58.44	\$59.28	\$60.05	\$60.05	\$60.98	\$61.81	\$61.81	\$62.89

Effective First Full Pay Period Following 9/16/2023

ATB: 2.5%

Position	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
CARDIOVASCULAR TECH I	\$35.91	\$37.25	\$38.59	\$39.89	\$41.15	\$42.38	\$43.57	\$44.73	\$45.85	\$46.89	\$47.91	\$48.85	\$49.75	\$50.64	\$51.36	\$52.04	\$52.04	\$52.84	\$53.55	\$53.55	\$54.48
CARDIOVASCULAR TECH II	\$39.50	\$40.98	\$42.46	\$43.90	\$45.28	\$46.64	\$47.95	\$49.22	\$50.45	\$51.61	\$52.73	\$53.77	\$54.77	\$55.73	\$56.53	\$57.27	\$57.27	\$58.15	\$58.94	\$58.94	\$59.97
CARDIOVASCULAR TECH III	\$42.06	\$43.65	\$45.22	\$46.75	\$48.23	\$49.67	\$51.07	\$52.42	\$53.74	\$54.97	\$56.14	\$57.28	\$58.33	\$59.36	\$60.21	\$61.00	\$61.00	\$61.95	\$62.78	\$62.78	\$63.88
CT SCAN TECH	\$35.98	\$37.32	\$38.67	\$40.00	\$41.25	\$42.49	\$43.69	\$44.83	\$45.96	\$47.02	\$48.03	\$49.00	\$49.90	\$50.77	\$51.51	\$52.17	\$52.17	\$52.97	\$53.69	\$53.69	\$54.63
ECHOCARDIOGRAPHER	\$40.46	\$41.97	\$43.49	\$44.98	\$46.39	\$47.78	\$49.11	\$50.41	\$51.68	\$52.87	\$54.00	\$55.08	\$56.10	\$57.09	\$57.92	\$58.67	\$58.67	\$59.57	\$60.38	\$60.38	\$61.45
ECHOCARDIOGRAPHER LD	\$40.46	\$41.97	\$43.49	\$44.98	\$46.39	\$47.78	\$49.11	\$50.41	\$51.68	\$52.87	\$54.00	\$55.08	\$56.10	\$57.09	\$57.92	\$58.67	\$58.67	\$59.57	\$60.38	\$60.38	\$61.45
ELECTRONIC IMAGING TECH	\$29.67	\$30.79	\$31.89	\$32.97	\$34.01	\$35.03	\$36.01	\$36.96	\$37.88	\$38.76	\$39.60	\$40.39	\$41.13	\$41.85	\$42.46	\$43.01	\$43.01	\$43.69	\$44.28	\$44.28	\$45.05
MRI TECHNOLOGIST	\$41.86	\$43.43	\$45.00	\$46.52	\$47.99	\$49.44	\$50.81	\$52.16	\$53.46	\$54.69	\$55.87	\$56.99	\$58.04	\$59.05	\$59.92	\$60.69	\$60.69	\$61.63	\$62.45	\$62.45	\$63.56
PHARMACY TECH I	\$22.39	\$23.22	\$24.06	\$24.88	\$25.66	\$26.42	\$27.16	\$27.88	\$28.59	\$29.24	\$29.88	\$30.47	\$31.04	\$31.58	\$32.03	\$32.45	\$32.45	\$32.96	\$33.40	\$33.40	\$33.99
PHARMACY TECH II	\$24.42	\$25.32	\$26.24	\$27.13	\$28.00	\$28.83	\$29.64	\$30.43	\$31.20	\$31.92	\$32.61	\$33.26	\$33.88	\$34.47	\$34.96	\$35.41	\$35.41	\$35.97	\$36.46	\$36.46	\$37.08
PHARMACY TECH III	\$28.13	\$29.18	\$30.23	\$31.25	\$32.24	\$33.21	\$34.12	\$35.03	\$35.92	\$36.74	\$37.53	\$38.27	\$38.99	\$39.67	\$40.24	\$40.76	\$40.76	\$41.39	\$41.94	\$41.94	\$42.68
RAD TECH I	\$32.01	\$33.22	\$34.42	\$35.58	\$36.71	\$37.80	\$38.86	\$39.89	\$40.90	\$41.84	\$42.74	\$43.60	\$44.41	\$45.18	\$45.85	\$46.45	\$46.45	\$47.17	\$47.81	\$47.81	\$48.64
RAD TECH II	\$34.27	\$35.55	\$36.83	\$38.09	\$39.29	\$40.46	\$41.60	\$42.70	\$43.77	\$44.78	\$45.76	\$46.66	\$47.52	\$48.36	\$49.06	\$49.69	\$49.69	\$50.46	\$51.14	\$51.14	\$52.05
INTERVENTION RAD TECH	\$38.44	\$39.87	\$41.31	\$42.71	\$44.05	\$45.39	\$46.66	\$47.90	\$49.09	\$50.21	\$51.30	\$52.33	\$53.29	\$54.24	\$55.02	\$55.74	\$55.74	\$56.59	\$57.36	\$57.36	\$58.37
RESPIRATORY THERAPIST	\$33.46	\$34.71	\$35.97	\$37.19	\$38.36	\$39.51	\$40.61	\$41.69	\$42.72	\$43.71	\$44.64	\$45.52	\$46.38	\$47.18	\$47.87	\$48.49	\$48.49	\$49.24	\$49.91	\$49.91	\$50.78
COORD RESPIRATORY THERAPY	\$35.58	\$36.92	\$38.24	\$39.54	\$40.80	\$42.00	\$43.19	\$44.33	\$45.44	\$46.48	\$47.48	\$48.42	\$49.32	\$50.18	\$50.90	\$51.57	\$51.57	\$52.37	\$53.07	\$53.07	\$53.99
ULTRASONOGRAPHER	\$40.46	\$41.97	\$43.49	\$44.98	\$46.39	\$47.79	\$49.12	\$50.42	\$51.69	\$52.87	\$54.01	\$55.08	\$56.11	\$57.09	\$57.92	\$58.66	\$58.66	\$59.57	\$60.38	\$60.38	\$61.45
ULTRASONOGRAPHER II	\$42.45	\$44.03	\$45.63	\$47.18	\$48.67	\$50.13	\$51.54	\$52.90	\$54.23	\$55.46	\$56.66	\$57.80	\$58.87	\$59.90	\$60.76	\$61.55	\$61.55	\$62.50	\$63.36	\$63.36	\$64.46

Memorandum of Understanding

Newly represented COTA and PTA employees:

This Memorandum of Understanding (“MOU”) is entered into by and between Providence St. Peter Hospital (“Employer”) and United Food and Commercial Workers Union Local 3000 (“Union”) regarding the COTA and PTA employees listed in Case 19-RC-312337. Upon ratification, all existing contractual provisions shall apply unless otherwise provided for herein:

1. Article 7.1 (Seniority Defined) shall apply to all the above employees on their most recent date of hire within a job classification in the bargaining unit.
2. Effective the first full pay period following ratification in lieu of initial placement language in Article 9.1.1, employees will be placed on the wage schedule set forth in Appendix “A”. Current employees will be placed initially on the step schedule closest to the employee’s current wage rate with no less than a 2.5% wage increase.

Add to Appendix A:

Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
28.98	29.93	30.88	31.83	32.78	33.73	34.68	35.63	36.58	37.53	38.48	39.43	40.38	41.33	42.28	43.23	43.23	44.18	45.13	45.13	46.10

3. Approved time off will not need to be re-submitted pursuant to Article 10.4 (Use of PTO Balances) of the current C.B.A., through September 30, 2023.

4. Article 16 (Employee Education/License) supplants the Rehabilitation Services Continuing Education Policy and past practice, in its entirety.

Dated: 4/11/2024 _____



Faye Guenther, President, UFCW 3000

Dated: 2/5/2024 _____

DocuSigned by:


Dana Lin-Johnson,
Chief Human Resources Officer
Providence St. Peter Hospital

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 50,000 other members of UFCW 3000.

Union Leadership

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:

My Union Rep is:

*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

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

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